Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

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

Upcoming Council Meeting Agenda
March 8, 2021 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. FEBRUARY 22, 2021 CITY COUNCIL MEETING.**

   Documents:

   02-22-21.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, MARCH 5, 2021.**

4. **CEREMONIAL MATTERS. Citizens May Speak. May Be Voted On.**

5. **Council Bill 2021-049 (Council)**

5. **Council Bill 2021-049 (Council)**

A resolution recognizing the anniversary of the heroic actions of Springfield Police Officer Christopher Ryan Walsh, who died in the line of duty on March 16, 2020.

Documents:

2021-049.PDF

6. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**

7. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**

8. **Council Bill 2021-044 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

Documents:

2021-044.PDF

9. **Council Bill 2021-048 (Ollis And Ferguson)**

A special ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of $2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

Documents:

2021-048.PDF

10. **Council Bill 2021-045 (Ollis)**

A general ordinance declaring the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

Documents:

2021-045.PDF

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

12. **Council Bill 2021-050 (Ferguson)**

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of $13,300 for lighting improvements along the walking track on the School-Park side of Lafayette Park (Zone 1).

Documents:

2021-050.PDF

13. **Council Bill 2021-051 (McGull)**

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 726 North Prospect Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Documents:

2021-051.PDF

14. **Council Bill 2021-052 (City Council)**

A resolution creating the Mayor's Initiative on Equity and Equality; setting the charge for said Initiative; and establishing its membership.

Documents:

2021-052.PDF

15. **EMERGENCY BILLS.**

16. **PUBLIC IMPROVEMENTS.**

17. **GRANTS.**

18. **AMENDED BILLS.**

19. **COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. May Be Voted On.**

20. **Council Bill 2021-053 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District; establishing Conditional Overlay District No. 195; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 West Grand Street; Z-1-2021 w/COD #195.)

Documents:

2021-053.PDF

21. **Council Bill 2021-054 (McGull)**

A special ordinance granting Conditional Use Permit No. 448 for the purpose of authorizing an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)(By: The Lackey Building, LLC; 2420 East Blaine Street; Conditional Use Permit 448.)

Documents:

2021-054.PDF

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

23. **Council Bill 2021-055 (Schilling)**

A special ordinance approving the plans and specifications for the Southwest Treatment Plant Lab/Administration Building Improvements; accepting the base bid of Bales Construction Company, Inc., in the amount of $575,800, plus a 10 percent contingency, for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of $633,380 by appropriating reserves of the Clean Water Enterprise Fund.

Documents:

2021-055.PDF

24. **Council Bill 2021-056 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

Documents:

2021-056.PDF

25. **Council Bill 2021-057 (Ollis)**

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of

the Springfield City Code,' by establishing a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021, which shall facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

Documents:

2021-057.PDF

26. **Council Bill 2021-058 (Ferguson, Hosmer, McClure, And Simpson)**

A special ordinance amending the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of $150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

Documents:

2021-058.PDF

27. **Council Bill 2021-059 (Lear)**

A general ordinance authorizing a variance to the unauthorized use charge for receiving overrun gas after notice and without prior approval, each as described or defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), to be imposed by City Utilities of Springfield, Missouri.

Documents:

2021-059.PDF

28. **Council Bill 2021-060 (Ollis)**

A general ordinance authorizing a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), to be calculated by City Utilities of Springfield, Missouri.

Documents:

2021-060.PDF

29. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Elena Buyalova wishes to address City Council.

Lisa Meeks wishes to address City Council.

30. **UNFINISHED BUSINESS.**

31. **MISCELLANEOUS.**

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

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

34. **Council Bill 2021-061 (Lear)**

    A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales to Prairie Pie, LLC, d/b/a Prairie Pie, for their location at 307 South Jefferson Avenue, Springfield, Missouri.

    Documents:

    2021-061.PDF

35. **Council Bill 2021-062 (Lear)**

    A resolution confirming the appointments of Marc Foremen and Thys Jones to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

    Documents:

    2021-062.PDF

36. **Council Bill 2021-063 (Ollis)**

    A special ordinance authorizing the City Manager, or his designee, to accept $7,000 in additional grant funds, from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project; amending the budget of the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of $7,000 to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

    Documents:

    2021-063.PDF

37. **Council Bill 2021-064 (Hosmer)**

    A resolution approving the appointments of Chris Ball, Louise Knauer, Allen Kunkel, and Randy Blackwood to the Board of Directors of the Springfield Center City Development Corporation.

    Documents:

    2021-064.PDF

38. **END OF CONSENT AGENDA.**

39. **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.

February 22, 2021
Springfield, Missouri

The City Council met in regular session February 22, 2021 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. Craig Hosmer, Richard Ollis*, Andrew Lear, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, and Ken McClure. Absent. None.

*Member attending via videoconference.

Minutes

The minutes of February 8, 2021 City Council meeting and February 9, 2021 and February 16, 2021 Special City Council meetings were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

Recognizing Clay Goddard

Sponsor: City Council. Council Bill 2021-039.

A resolution recognizing the retirement of Director of Public Health and Welfare, Clay Goddard.

Councilman Simpson provided an overview of the proposed. He commended Mr. Goddard on his accomplishments and dedicated service to the City and community. He expressed his appreciation to Mr. Goddard and noted he will be greatly missed.

Jason Gage, City Manager, expressed his appreciation to Mr. Goddard for his dedicated service to the City and community, especially during the COVID-19 pandemic.

Councilman Lear commended Mr. Goddard for his dedicated service to the City and community. He expressed his opinion the guidance he provided during the COVID-19 pandemic was invaluable and truly appreciated.

Councilman Ollis expressed his gratitude to Mr. Goddard for his guidance about public health in the community, such as the issues of mental health and smoking. He expressed his belief the guidance he provided during the COVID-19 pandemic was truly appreciated. Councilman Ollis congratulated Mr. Goddard on his retirement.

Councilwoman Fisk expressed her appreciation for Mr. Goddard's guidance during his tenure with the City. She congratulated Mr. Goddard on his retirement.

Councilman Hosmer commended Mr. Goddard for his dedicated service to the City. He noted his guidance for the issue of Tobacco 21 was invaluable. Councilman

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Hosmer expressed his belief his dedicated service helped save lives, especially during the COVID-19 pandemic.

Mayor Pro Tem Ferguson expressed her appreciation to Mr. Goddard for his dedicated leadership and service to the community. She congratulated Mr. Goddard on his retirement.

Councilman Schilling commended Mr. Goddard on his retirement and for his dedicated leadership and service to the City and community.

Councilman McGull expressed his appreciation to Mr. Goddard for his dedicated service and leadership to the City, especially during the COVID-19 pandemic.

Mayor McClure expressed his appreciation to Mr. Goddard for his dedicated leadership and service to the City Council, City, community, and region. He noted his knowledge and expertise in public health was vital and invaluable. Mayor McClure further noted countless lives have been saved because of Mr. Goddard's guidance and leadership during the COVID-19 pandemic response.

An opportunity was given for citizens to express their views.

Brian Fogle, Community Foundation of the Ozarks, expressed his appreciation to Mr. Goddard for his dedicated service to the community, especially during the COVID-19 pandemic. He noted a donation fund entitled the Clay Goddard Fund for Public Health has been established in his honor.

There being no additional speakers, the public hearing was declared closed.

Mr. Goddard expressed his appreciation to the City Council, City staff, and the community for the proposed and for their dedicated support during his tenure with the City. He expressed he is overwhelmed and humbled by the response of his retirement.

Council Bill 2021-039. Resolution 10550 was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

City Manager Report

Jason Gage, City Manager, commended the Public Works Department for their efforts in response to the recent historic cold temperatures and snow weather during the week of February 14, 2021. Mr. Gage noted approximately 4,000 hours were dedicated by Public Works employees at a total cost of approximately $333,146.00. He noted those hours and costs were primarily attributed for snow removal and treatment of the City's roadways and sidewalk areas. Mr. Gage further noted the Public Work's snow removal crews within Street Operations logged approximately 2,106 hours for clearing the City's roadways regarding the two separate snowfall events. He added a total of approximately 633 tons of salt was utilized during the cold and snow weather response efforts. Mr. Gage added a full summary has been provided for City Council's review.

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Mr. Gage noted the City also complied with City Utilities call to reserve power as required by the Southwest Power Pool. He further noted Building Maintenance spent approximately 12 hours adjusting the temperature settings for various City facilities. Mr. Gage added Building Maintenance also had to respond to calls about frozen pipes at several City facilities due to the historic cold temperatures. He noted City Utilities rolling blackouts and power outages impacted traffic signals throughout the City. Mr. Gage further noted the Transportation Management Center continued to monitor the traffic throughout the historic cold and snow weather event with the coordinated efforts of the Missouri Department of Transportation, City Utilities, City staff, and the Police Department. Those coordinated efforts helped support and assisted with traffic signal operations during the rolling blackouts and power outages.

Mr. Gage noted due to the historic cold weather temperatures and snow fall precipitation numerous potholes have occurred on the City's roadways. He further noted Public Works employees would be working over the next several weeks to repair and fill these potholes. Mr. Gage added the Missouri Department of Transportation is also responsible for several state roadways located within the city limits, such as Glenstone and Kansas Expressway, and would also be working on filling and repairing potholes on these roadways. He noted individuals may file a pothole report with the City by contacting the Citizens Resource Center at 417-864-1010 or may utilize a smart phone app for Go Springfield MO by indicating the location of the pothole and submitting it to the City.

Mr. Gage commended Dwayne Shmel, Building Development Services Director, and David Pennington, Fire Chief, and their dedicated employees of inspectors for assisting with the opening of additional cold weather shelter facilities for the homeless this past week. He also recognized the efforts of the faith community, such as The Gathering Tree for expanding their capacity at the Eden Village 1 Community Center and continuing to expand the Revive 66 Trailer Park facility located on West Sunshine. Mr. Gage also recognized the efforts of other faith-based organizations who helped assist with the cold weather sheltering.

Mr. Gage noted the City has been receiving citizen input over the past several months about the future land use and development along Grant Avenue. He further noted a virtual public meeting is scheduled from 6:00-7:00 p.m. on Tuesday, February 23, 2021 where City staff will be presenting details for the Grand Avenue Corridor Plan. Mr. Gage encouraged the public to attend the virtual event and to participate in a question and answer session by visiting www.grantavenueparkway.com.

Mr. Gage noted the Missouri Job Center will be conducting a two-day event on February 23 and 24, 2021 to help assist Amazon in hiring for their new facility in Springfield. He further added job seekers must fill out an application online and make an appointment prior to the interview. He noted individuals may apply by visiting www.Jobs.Mo.Gov and search Amazon for a link.

Mr. Gage noted the Missouri Job Center's Green for Greene program, which is an Environmental Protection Agency grant-funded green job training program designed to train and secure well-paying environmental jobs for residents of under-resourced

areas, is now accepting applications. He further noted individuals may apply by visiting https://www.springfieldmo.gov/GreenforGreene.

Mayor Pro Tem Ferguson expressed her sympathies to the family and friends for two individuals from Zone 1 who recently passed away, Yolonda Taylor and Ted Higgs. She noted Ms. Taylor coached and mentored many youth individuals through the Grant Beach Sports League, the Springfield-Greene County Parks Departments, and Lake Country Soccer. Mayor Pro Tem Ferguson further noted Ms. Taylor was the 2018 recipient of the Gift of Time award for her many hours of volunteerism in youth sports programming. She added Ms. Taylor lost her battle while fighting cancer at age 44.

Mayor Pro Tem Ferguson noted Mr. Higgs, who was 93, was a dedicated public and community servant. She further noted he volunteered on several City boards and commissions, such as the Springfield-Greene County Park Board, CU's Citizens' Advisory Council, and the Midtown Neighborhood Association.

Public Health Director Report

Clay Goddard, Springfield-Greene County Health Director, gave a COVID-19 updated. Mr. Goddard noted tonight's update would be his last one due to his upcoming retirement. He thanked the City Council for their dedicated support to the Health Department during his tenure, especially during the COVID-19 pandemic. Mr. Goddard also expressed his appreciation to the community for their dedicated support during this employment with the City.

Mr. Goddard noted the COVID-19 disease trends continue downward, which continues to be a good sign. He further noted the updated 7-day rolling average is approximately 33 positive cases a day, which an approximate 25% drop from last week. Mr. Goddard added during the historic cold temperatures and snow weather from last week, vaccine distributions and clinics were cancelled. He noted this week vaccine distributions and clinics will be held for COVID-19 immunization efforts.

Mr. Goddard urged caution while proceeding to move forward with normalcy by utilizing a data driven approach, because the COVID-19 pandemic is still occurring. He encouraged everyone to remain vigilant by practicing social distancing at least 6 feet apart, handwashing and sanitizing, and wearing a mask until additional vaccines become available for further immunizing individuals. Mr. Goddard noted the Health Department launched efforts to encourage the community through the Finish Strong pledge to have at least a 70% commit to staying vigilant and pledging to get the COVID-19 vaccine when it becomes available.

Mr. Goddard once again expressed his appreciation to the City Council for their dedicated leadership and support to him and the Health Department, especially during the COVID-19 pandemic response efforts. He thanked the Health Department staff and City staff for their dedicated support and service to the community during this tenure.

Mayor McClure thanked Mr. Gage and Mr. Goddard for tonight's updates.

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City Utilities Report

Gary Gibson, General Manager at City Utilities, gave an update regarding City Utilities call to reserve power as required by the Southwest Power Pool by utilizing rolling blackouts, power outages, and energy conservation measures during last week's historic cold temperatures. He thanked the community for their patience and cooperation with City Utilities during last week's historic event. Mr. Gibson noted the community has experienced warmer than average temperatures until approximately February 6, 2021 when the temperatures started to significantly decline. He further noted the significantly lower cold temperatures had a dramatic impact upon the power system due to customer usage, which is why the rolling blackouts and energy conservation measures were enacted by the Southwest Power Pool. Mr. Gibson added the significant lower cold temperatures below 0 degrees Fahrenheit were not only affecting us locally, but in numerous other states, who are also members of the Southwest Power Pool. He noted there were numerous natural gas wells frozen in Texas, Oklahoma, and New Mexico, as well as some coal plants and blades on wind turbines also frozen due to the significantly lower cold temperatures and a large nuclear power plant dropped off-line. Mr. Gibson noted all these combined helped contribute to the lack of energy being able to be supplied to the power grid system, which is why the call to reserve power was administered by the Southwest Power Pool. He further noted last week was an unexpected event, and the Southwest Power Pool has not had to request a call for rolling blackouts since its creation in 1941.

Mr. Gibson noted on Monday, February 15, 2021, City Utilities was ordered by the Southwest Power Pool as an energy emergency alert to shed 8 megawatts of load. He further noted City Utilities de-energized two feeders, and approximately 3,287 customers were impacted for approximately 50 minutes. Mr. Gibson noted on Tuesday, February 16, 2021, City Utilities was ordered once again by the Southwest Power Pool to initially shed 17 megawatts of load, but then the quantity increased to 34 megawatts. He further noted City Utilities de-energized approximately 36 feeders for one hour each over a 3 ½ hour period, and approximately 35,186 customers were impacted for approximately an hour. Mr. Gibson added when City Utilities receives an energy emergency alert from the Southwest Power Pool, measures must be enacted immediately, which provides very little notice to customers. He noted the North American Electric Reliability Corporation and the Federal Energy Regulatory Commission would be conducting investigations on the issues of the energy, such as the lack of energy transmission for customers, related to last week's historic event.

Mr. Gibson also spoke about the issue of natural gas for February 2021 regarding last week's significantly cold weather historic event. Mr. Gibson noted City Utilities has not asked customers for curtailment since approximately 2018, which was for a 2-day period. He noted he had to sign a certified affidavit agreement this past weekend to allow a natural gas pipeline to distribute gas to the Springfield area, stating this gas would only be utilized for human needs necessary, and had to contact the pipeline company. Mr. Gibson outlined City Utilities natural gas purchase strategy with the City Council. He thanked the City for their support in helping assist CU during last week's historic event.

Mr. Gibson noted it appears due to last week's significant cold temperatures, customers utilized 30-40% more energy during the month of February 2021 than in January 2021. He further noted last week's cold temperature events will have a cost

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impact on customers, but hopefully not as much of a dramatic increase like some other areas of the country are currently experiencing.

Mr. Gibson commended the City Utilities staff, such as linemen, bus operators, natural gas pressure controller, and water line crews, for their efforts in keeping the community operating with energy, water, and transit needs during last week's historic event.

Mayor Pro Tem Ferguson expressed her appreciation to City Utilities for their efforts in keeping the community operating with energy, water, and transit needs during last week's events. She asked for clarification regarding the energy costs that will be passed on to customers for the dekatherms. Mr. Gibson noted the average costs per residential customer will be approximately $375.00 for the costs of the dekatherms, which is a unit of energy used primarily to measure natural gas, needed during the month of February 2021. He further noted these costs will be passed on to customers, both residential and commercial, hopefully over approximately a 2-year period during their billing cycles to help cover the increased cost of the natural gas needed during the month of February 2021. Mr. Gibson added City Utilities staff would be discussing this with the Board of Public Utilities and then would be coming before the City Council for possible consideration. He noted he does not have an average number costs regarding commercial customers due to the wide range of natural gas costs they consume. Mr. Gibson further noted additional information would be provided to the City Council in the future.

Mayor Pro Tem Ferguson asked for clarification whether natural gas well heads are weatherized to help with cold weather temperatures, such as last's week historic event. Mr. Gibson noted most natural gas well heads are mainly located in warmer climates, such as Texas, so most are not appropriately weatherized. He further noted last week's cold weather temperatures were unprecedented. He expressed his belief more weatherization for natural gas well heads may be possibly mandated per regulations, as well as possible weatherization regulations for power plant facilities to help ensure events experienced during last week's historic event does not occur again.

Councilman Simpson expressed his appreciation to Mr. Gibson for tonight's presentation. He asked for clarification whether City Utilities believes customers made a conscience effort to help conserve energy during last week's historic event. Mr. Gibson expressed his belief City Utilities customers did make a conscience effort in helping to conserve energy consumption within the community last week. He noted City Utilities tried to be transparent with customers in trying to provide timely information when available about the Southwest Power Pool's energy emergency alerts last week.

Councilman Ollis expressed his appreciation to Mr. Gibson and City Utilities staff for tonight's presentation, and for being proactive with pre-purchasing energy, such as natural gas, to help keep costs lower for customers. He asked for clarification whether customers may contact City Utilities if they are unable to pay their utility bills due to the unexpected costs. Mr. Gibson noted customers who may be unable to pay their utility bills due to the unexpected costs and circumstances should contact City Utilities, so arrangements can be made for possible payment assistance.

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Councilman Lear expressed his appreciation to City Utilities staff for their efforts in keeping the community operating with energy, water, and transit needs during last week's significantly cold weather temperatures. He asked for clarification regarding energy reliability with other states, since some states, such as Texas and Oklahoma, are considering measures to keep natural gas and energy resources contained within their own state as opposed to allowing energy sources to be outsourced to other states, such as Missouri. Mr. Gibson noted the Southwest Power Pool currently encompasses approximately 14 states.

Councilman Hosmer asked for clarification regarding City Utilities' determination on how they conduct the rolling blackouts and power outages in the community. Mr. Gibson noted City Utilities staff examines and estimates the load on each of the feeders, and determines the critical feeders that should not be interrupted unless necessary, such as hospitals, police, and fire responders, etc. He further noted City Utilities staff also reviews the load on each of the feeders periodically, so if something occurs, actions can be taken in an emergency when needed. Mr. Gibson noted City Utilities' control room staff will work down the feeder listing and determine how many feeders will need to be de-energized for the wattage needed per the energy emergency alert from the Southwest Power Pool.

Councilman Hosmer asked for clarification whether City Utilities has contact information available for customers who have critical life support devices at home, such as oxygen machines, life alert devices, or heart monitors, etc., who should not have their power interrupted for long periods of time. Mr. Gibson noted City Utilities has a form for customers who have critical life support devices can have their doctor fill out a form and provide it to City Utilities, so information can be noted on their customer account. He further noted it is difficult for City Utilities to exclude a customer from a massive blackout power emergency when feeders are de-energized, but as new technologies develop and occur it may be possible in the distant future. Councilman Hosmer asked for clarification whether energy efficient housing and energy conservation measures would help prevent possible emergency blackouts in the future. Mr. Gibson noted customers should utilized energy conservation measures, such as limiting light usage, to help reduce energy usage. He further noted City Utilities has an energy rebate program, such as if customers would like to install insulation to help improve the energy efficiency in their home. Mr. Gibson reiterated if customers need assistance regarding their CU bills, they should contact City Utilities, so payment assistance could be arranged.

Councilman Hosmer expressed his appreciation to City Utilities for their dedicated service to the community.

Mayor Pro Tem Ferguson asked for clarification whether City Utilities conducts energy audits for customers. Mr. Gibson noted City Utilities staff does not currently conduct energy audits for customers. He reiterated City Utilities does have an energy rebates program for customers to utilized, such as if they want to install insulation to help improve the energy efficiency in their home. He noted City Utilities staff does conduct lighting audits, especially for commercial customers. Mr. Gibson further noted City Utilities staff within the energy rebates program are always available to

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assist customers by providing ideas on how they can save energy. He added customers can obtain usage information via City Utilities website to see their energy usage estimates. Mr. Gibson noted City Utilities will be releasing an app within the next couple of months where customers can receive notifications on their smart phones with daily usage rate information.

Jason Gage, City Manager, expressed his belief numerous communities throughout the country may experience a significant increase in utilities for energy costs due to last week's significantly cold weather temperatures more than what City Utilities is proposing locally. He commended City Utilities for being proactive in assisting the community to prepare them for the potential increase in utilities for energy costs.

Mr. Gibson expressed his appreciation to the City Council and City staff for their dedicated service and support of City Utilities.

Mayor McClure and Mr. Gage thanked Mr. Gibson for today's presentation and discussion.

Mr. Gibson expressed his condolences to the family and friends of Ted Higgs. He noted Mr. Higgs served as a board member on City Utilities Citizens' Advisory Council.

The following bills appeared on the agenda under Second Reading.

Rezoning at 2832 East Sunshine Street

Sponsor: Simpson. Council Bill 2021-031.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Single-Family Residential, to O-1, Office District; establishing Conditional Overlay District No. 194; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 2832 E. Sunshine Street, LLC; 2832 East Sunshine Street; Z-2-2021 w/COD #194.)

Councilman Schilling expressed his opposition for the proposed. He expressed his belief the cutting of the trees on the property in question by the owner was unnecessary. He further expressed his belief there needs to be better ways of protecting trees from being removed within the community.

Mayor McClure expressed his support for the proposed.

Council Bill 2021-031. General Ordinance 6639 was approved by the following vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: Schilling. Absent: None. Abstain: None.

Special Obligation Bonds Series 2021 – Sewerage System

Sponsor: Lear. Council Bill 2021-032.

A special ordinance authorizing the issuance of not to exceed $15,010,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series

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2021 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2020-2021 budget of the City in the amount of $15,010,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

Council Bill 2021-032. Special Ordinance 27466 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Preliminary Funding Agreement with West Sunshine Development, LLC.

Sponsor: Schilling. Council Bill 2021-033.

A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and West Sunshine Development, LLC; and amending the budget for Fiscal Year 2020-2021 in the amount of $50,000 for the purpose of funding the preparation and review of a redevelopment plan and redevelopment agreement in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act.

Council Bill 2021-033. Special Ordinance 27467 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

Fee Schedule-Coronavirus Testing Processing Fee

Sponsor: Hosmer. Council Bill 2021-034.

A general ordinance adopting a new fee and amending the Fee Schedule for certain City services as provided in the Springfield City Code, by establishing a Coronavirus Test Processing Fee.

Councilman Hosmer asked for clarification whether the proposed charges other public health agencies to process their coronavirus test kits, and does not include the cost of the test kits. Mayor McClure answered affirmatively.

Council Bill 2021-034. General Ordinance 6640 was approved by the following vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, and McClure. Nays: None. Absent: None. Abstain: None.

Springfield R-12 – School Crossing Guard Program

Sponsor: Fisk. Council Bill 2021-035.

A special ordinance authorizing the City Manager, or his designee, to enter into Modification No. 1 to Contract # 2020-1061 between the City of Springfield and the School District of Springfield R-12 modifying the shared costs of the third-party vendor which operates the school crossing guard program inside the city limits of Springfield.

Council Bill 2021-035. Special Ordinance 27468 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

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Carryover Funds – Laboratory Testing Costs of Sexual Assault Forensic Evidence Kits

Sponsor: Hosmer, McClure. Fisk, Ferguson, Schilling, and McGull. Council Bill 2021-036.

A special ordinance amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 20192020 carryover funds and increasing expenses in the amount of $120,000 for laboratory testing costs of Sexual Assault Forensic Evidence kits.

Councilman Simpson expressed his support for the proposed. He expressed his belief the City should possibly consider utilizing a contract with a private testing facility for testing sexual assault kits, so there does not become a backlog of testing kits in the future.

Mayor Pro Tem Ferguson expressed her support for the proposed. She thanked Councilman Hosmer for his support and sponsorship, which will help victims possibly receive justice.

Council Bill 2021-036. Special Ordinance 27469 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

The following bill appeared on the agenda under Resolutions.

State Revolving Fund Loan – Wastewater Infrastructure Projects

Sponsor: Ollis. Council Bill 2021-040.

A resolution authorizing the City Manager, or his designee, to apply for a State Revolving Fund loan of up to $5,000,000 from the Missouri Department of Natural Resources for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgment and approved Overflow Control Plan. (Staff recommends approval.)

Errin Kemper, Environmental Services Director, provided an overview of the proposed. Mr. Kemper noted the purpose of the proposed is to fund wastewater infrastructure projects required by the Amended Consent Judgement and approved Overflow Control Plan. He further noted if the City is selected to receive this loan, the City would be eligible to receive up to $1,000,000.00 in grant funding to help incentivize this type of work. Mr. Kemper added if the City is selected for the proposed, City staff would come back before City Council in approximately a year for consideration and approval regarding the State Revolving Fund loan.

Mayor Pro Tem Ferguson asked for clarification whether the proposed would have a positive impact on wastewater rate increases if received. Mr. answered affirmatively.

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

Council Bill 2021-040. Resolution 10551 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

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Minor Neighborhood Improvement Program – Signs for the Mark Twain Neighborhood Association

Sponsor: Schilling. Council Bill 2021-041.

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of $1,416 to support the fabrication and installation of neighborhood identification signs for the Mark Twain Neighborhood Association (Zone 3).

Alana Owen, Senior Planner, provided an overview of the proposed. Ms. Owen noted in February 2009, City Council adopted a policy and guidelines for the placement of neighborhood identification signs on the rights-of-way. Ms. Owen further noted the intent of the Neighborhood Sign Program is to communicate clear and identifiable boundaries that create a sense of place within a neighborhood area through the placement of neighborhood identification signs that represent the individual character and identity of the neighborhood. She added since the policy was adopted, twenty of the City's registered neighborhood organizations have requested and received neighborhood identification signs through this program. Ms. Owen noted the Mark Twain Neighborhood Association was formed in October 2019, and is requesting neighborhood identification signs, which are estimated to cost approximately $1,416.00.

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

Councilman Hosmer expressed his support for the proposed.

Councilman Schilling expressed his support for the proposed.

Councilman McGull expressed his support for the proposed.

Council Bill 2021-041. Resolution 10552 was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

Grant for the Implementation Toolbox "SGF Yields"

Sponsor: Lear. Council Bill 2021-042.

A resolution authorizing the City Manager, or his designee, to apply for a grant from the Missouri Department of Transportation in the amount of $90,000 for the purpose of developing a shareable "Implementation Toolbox" of the City's "SGF Yields" program for use by other communities.

Brett Foster, Traffic Engineer, provided an overview of the proposed. Mr. Foster noted City's "SGF Yields" has been successful at improving rates of driver compliance at crosswalk areas within the community. He further noted the Missouri Department of Transportation is encouraging City staff to brand a shareable version of "SGF Yields" with an implementation toolbox for use by other communities. He added the proposed will allow the City to contract assistance to expand the "SGF Yields" locally and regionally. Mr. Foster noted no matching funds will be needed for the proposed.

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Mayor Pro Tem Ferguson asked for clarification whether the $90,000.00 would be utilized for a training program to help assist other communities with pedestrian safety. Mr. Foster answered affirmatively, and reiterated an implementation toolbox would be created to share a version of the City's "SGF Yields" program. Mayor Pro Tem Ferguson asked for clarification whether the City would continue with an implementation toolbox if the City is not granted the proposed funding from the Missouri Department of Transportation. Mr. Foster noted this could be a possibility depending upon the resources needed between several departments, such as Public Works and Public Information, for executing a sharable version for the City's "SGF Yields" program.

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

Council Bill 2021-042. Resolution 10553 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

City Council Priorities

Sponsor: City Council. Council Bill 2021-043.

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

Jason Gage, City Manager, provided an overview of the proposed. Mr. Gage noted the proposed is a guide for City's elected officials and City staff to utilize in their work for 2021 and beyond, which is subject to further review and amendments when needed. He noted the priorities are as follows: Quality of Place; Legislative Engagement; Fiscal Sustainability and Accountability; Economic Vitality; and Public Safety. Mr. Gage further noted the finalized version of the proposed is attached as Exhibit A.

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

Council Bill 2021-043. Resolution 10554 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

COUNCIL BILLS FOR PUBLIC HEARING

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

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Contract with ShotSpotter Inc.

Sponsor: Hosmer. Council Bill 2021-044.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

Paul Williams, Police Chief, provided an overview of the proposed. Chief Williams noted the community has experienced an increased number of calls for service relating to gunshots being heard. He further noted the proposed is a system that is designed to identify, locate, and track active gunshot incidents to allow for rapid response by police. He added research data shows that gunshot incidents are underreported to police nationwide. He noted ShotSpotter would deploy a network of sound sensors covering a total of three-square miles within the City. He further noted the sound sensors are monitored by software to detect the sounds of gunshots and filters out sounds, such as fireworks, that could be mistaken as gunshots. He added when the software detects suspected gunshots, the audio is reviewed by acoustic experts to determine if an alert to the police is needed. Chief Williams noted the entire typical review process takes less than one minute. He further noted the proposed will help provide police with immediate and accurate information, so they can respond more effectively and efficiently to gunshot incidents within the community. He noted the proposed would be initially a three-year term agreement that will require no additional allocation of funds but will be funded by a transfer of funding available within the Police Department's budget. He further noted the proposed would be evaluated over the three-year term through regular reporting and the analysis of data provided. Chief Williams noted the proposed was a priority within the Police Department's budget last year, which did not get funded. He further noted some negotiations occurred with ShotSpotter Inc., and they have reduced last year's cost estimate by approximately 36%.

Councilman McGull expressed his support for the proposed. He noted ShotSpotter Inc., has been utilized in New Orleans, Louisiana, which has been effective in reducing gunshots. Councilman McGull further noted the Bureau of Alcohol, Tobacco, Firearms, and Explosives was also a partner with the police officers to help implement this program in New Orleans. Chief Williams noted the Police Department currently partners with the Bureau of Alcohol, Tobacco, Firearms, and Explosives regarding another program, but would explore other possibilities for grants with other entities, such as the Bureau of Alcohol, Tobacco, Firearms, and Explosives.

Mayor Pro Tem Ferguson asked for clarification regarding where the funding for the proposed was being reallocated from within the Police budget. Chief Williams noted due to numerous vacancies in personnel, he has monies available he can reallocate to provide funding for the proposed within this year's budget as a capital expense. Mayor Pro Tem Ferguson asked for clarification regarding the sensors that will be utilized for the proposed and if these are shatter proof, so individuals cannot destroy them. Chief Williams noted ShotSpotter Inc. has proprietary information about where the sensors will be placed that the police will not even know about for the sensor placements. He further noted the sensors will not be placed at ground level, but will probably be located at higher levels, such as on poles or buildings that will be unable to be easily detected. Chief Williams added he is not aware of many incidences of

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individuals trying to shoot or destroy the sensors. He noted the Police Department has not had issues associated with individuals trying to destroy or shoot out the surveillance cameras currently located within some areas within the community.

Mayor Pro Tem Ferguson expressed her belief many individuals do not report gunshots fired within the community. She further expressed her opinion more police officers will be needed to respond to the increase in gunshots fired if the proposed is approved for implementation. Chief Williams noted on March 28, 202, the City will be rolling out a new deployment strategy for the Police Department to better address the current resources available. He further noted the Police Department will also be adjusting some calls for response with Emergency-911, which do not need a police response for assistance. Mayor Pro Tem Ferguson asked for clarification regarding the amount of call volume for police response in other communities that have implemented the proposed. Chief Williams noted other communities who have implemented ShotSpotter Inc. have experienced an increase in call volume for police response due to gunshots fired. He further noted over time, the calls for police response have decreased due to gunshots fired becoming less prevalent in those communities after implementation of ShotSpotter.

Councilman Simpson asked for clarification regarding the pricing structure for the proposed. Chief Williams noted a one-time service startup fee for service initiation and onboarding is needed plus annual subscription fee costs for the initial three-year term agreement regarding the proposed for a total cost of approximately $430,000.00. Councilman Simpson asked for clarification whether there have been discussions about possibly providing additional incentives to help assist in recruiting efforts for additional police officers to the City. Chief Williams noted there are ongoing discussions with City staff from the Police Department, Human Resources, City Manager's Office, and the Law Department about possible incentives to help recruit police officers to the City.

Mr. Gage noted once City staff discussions have been completed, there may be some proposals coming before the City Council for review and possible consideration. Chief Williams further noted if the Police Department needs additional resources and funding for hiring additional police officers, City staff would let the City Council know. Mr. Gage added the costs for personnel to hire additional police officers is greater than the funding for the proposed. Chief Williams noted the Police Academy from February 2021 was postponed until May 2021 to help extend the testing dates for admittance. He further noted he hopes the upcoming May 2021 Police Academy class will possibly have 10-15 police recruits versus only 5 originally scheduled for the February 2021 class.

Councilman Simpson expressed his belief the issue of recruiting police officers for public safety is important and should be a priority.

Councilman Hosmer asked for clarification whether Kansas City and St. Louis have implemented ShotSpotter. Chief Williams answered affirmatively and noted Kansas City has utilized the proposed for approximately 10 years. He further noted both Kansas City and St. Louis have also broadened their usage and coverage in their communities, which have been successful. Chief Williams added over the years,

ShotSpotter has improved their capabilities. He expressed his opinion he is impressed with their software and acoustic expert capabilities for detecting gunshots fired. Chief Williams reiterated the total cost for a three-year initial agreement is approximately $430,000.00. He noted the Police Department has selected the locational area for the sensor placement if approved, but would not release the location. Chief Williams added if the proposed is implemented City staff would review and track the data to see if ShotSpotter has been a successful program for further consideration. He noted the issue of celebratory gunshots, such as gunshots fired during the 4th of July celebrations, have been dramatically reduced in other communities who have implemented ShotSpotter.

Councilman Ollis asked for clarification whether the appropriate comprehensive approach for the City's budgeting process for approving items has been utilized for consideration of the proposed. Chief Williams expressed his belief the proposed is an appropriate use of funds, which has been a budgetary request for several years by the Police Department. He added there has been a significant decrease in the amount offered by ShotSpotter, Inc. for implementation, which is why the proposed is currently being considered by City Council. Chief Williams noted if the proposed is approved by City Council, ShotSpotter could be utilized before the end of spring. He further noted there would be additional budgetary request proposals by the Police Department in the upcoming budget workshops for City Council's review and consideration. Councilman Ollis expressed his opinion the lack of police officers and recruits for public safety are a major concern, which needs to be addressed. He further expressed he would like to see additional options for utilizing these funds.

Councilman Schilling asked for clarification whether gunshots fired can be detected from within a building structure or only outside. Chief Williams noted ShotSpotter can detect gunshots fired within a building structure dependent upon how well built the building structure is. He added it may not be as accurate or as easily to detect as gunshots fired outside, since the software is designed to track the soundwaves of the gunshots fired. Councilman Schilling asked for clarification whether there is any data available from Police about detection of gunshots fired within a building structure and outside, as well as how many individuals were shot or killed. Chief Williams noted he would try to provide additional information for City Council's review. He further noted Police staff has been tracking the issue of gunshots fired within the community since approximately 2016. Chief Williams added since 2017, Police staff has also been tracking the amount of gunshots fired and non-fatal injuries. He noted there is proprietary information by ShotSpotter, Inc. that the City will not have permission to utilize, but they will be releasing reports to Police, which the City will have for tracking and informational purposes.

Mayor Pro Tem Ferguson asked for clarification whether the step increases for City employees, such as for police officers, have been implemented. Chief Williams noted in January 2021, City Council approved a salary ordinance increase for employees, such as police officers, and the step increases were re-implemented for City employees. Mayor Pro Tem Ferguson asked for clarification whether these funds for the proposed could be utilized for sign-on bonuses for police officers. Chief Williams expressed the City is unable to utilize sign-on bonuses for hiring police officers. He reiterated City staff is conducting ongoing discussions for possibly providing

additional incentives to enhance the benefits for hiring additional police officers. Mayor Pro Tem Ferguson asked for clarification whether police officers are provided a uniform allowance. Chief Williams answered affirmatively and noted the City currently purchases the initial police uniform and gear for police officer recruits.

Councilman McGull noted the military utilizes triangular information to help pinpoint where gunshots are being fired. He expressed his belief the practice the military utilizes to help with a rapid response to the gunshots fired has been successful. Councilman McGull reiterated the ShotSpotter has been successful in New Orleans, Louisiana. He added when the police officers can respond quicker to the gunshots fired in a neighborhood, hopefully citizens will be more responsive and interact with the police officers to possibly help reduce crime within their neighborhood.

Councilman Lear expressed his belief the issue of public safety is important within the community. He further expressed his belief items should be prioritized for the City and Police Department, since limited funding is available.

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

Infrastructure Reimbursement Agreement with SGF Sports, LLC

Sponsor: Ollis and Ferguson. Council Bill 2021-048.

A special ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of $2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

Sarah Kerner, Economic Development Director, provided an overview of the proposed. Ms. Kerner noted City staff has been working on the proposed for the several weeks. She further noted the City would reimburse SGF Sports for up to $2,000,000.00 for public improvements and up to $100,000.00 for interest carry costs. Ms. Kerner added SGF Sports and the City would establish a Community Improvement District of the entire development site to generate an additional 1-cent sales tax to reimburse the City up to $2,100,000.00. She noted SGF Sports, LLC, has indicated its desire to construct a Private Athletic Facility, which would include the following: 12 lighted soccer fields including a turf type championship field with seating for over 1,500 individuals; an indoor sports facility with 2 indoor soccer fields and 4 basketball courts, which could be converted to 8 volleyball courts; at least 720 parking spaces; permanent restroom facilities; a large entryway sign and attractive landscaping on a site just west of Deer Lake Golf Course. She added additional future development on this site could also include 90,000-120,000 square feet of retail and restaurant space and two 100-key hotels. Ms. Kerner reviewed the other developer obligations with the City Council, as well as the public improvements eligible for reimbursement, such as offsite road and sidewalk improvements, on and off-site sanitary and water and gas main extensions, and a regional detention basin. She further noted the developer will be required to provide itemized invoices for reimbursable project costs and interest expenses. Ms. Kerner noted if the developer has not

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completed its development obligations by March 31, 2024, the agreement would be terminated, and the City would no longer be obligated to reimburse the developer for any public improvements.

Councilman Schilling asked for clarification regarding the definition of reimbursable project costs. Ms. Kerner noted City Council previously approved an intent to assist the developer with funding certain public improvements per Resolution 10538 on November 30, 2020. This resolution directed City staff to enter negotiations with the developer and submit a development agreement for consideration in accordance with Resolution 10538. Mayor McClure noted City Council has discussed utilizing these types of concepts, such as reimbursable project costs, before. Ms. Kerner noted the proposed is unique than other past developer agreements. Jason Gage, City Manager, noted the proposed will help attract regional, state, and nationally sporting type events to the local area. He further noted the City's costs are directly related to public improvements only for the proposed.

Councilman Ollis asked for clarification whether the reimbursable projects costs are associated with the public improvements for the proposed. Ms. Kerner answered affirmatively. Councilman Ollis asked for clarification whether the on and off-site sanitary and water and gas main extensions for utilities would be able to be accessed for any future commercial development opportunities in this area, such as a hotel. Ms. Kerner answered affirmatively.

Councilman Hosmer asked for clarification regarding the proposed location of the regional detention basin. Ms. Kerner noted the proposed approximate location of a regional detention basin, which would serve both lots 1 and a portion of lot 2, is located near the additional sewer extension for the commercial lot and the future private access point to commercial lot 1. Councilman Hosmer asked for clarification whether the City has conducted a Community Improvement District in this manner. Ms. Kerner reiterated the proposed is a unique agreement.

Mr. Gage noted based upon City Council's priorities, City staff is reviewing the City's economic development toolbox for possible additional incentives to help provide for future development opportunities within the community. He further noted it is not uncommon for communities to utilize incentives, such as reimbursable project costs for public improvements, to help assist with economic development opportunities with developers to stay competitive against other communities.

Mary Lilly Smith, Planning and Development Director, noted the City previously partnered with Mercy Hospital regarding the past Evans Road and Highway 65 project for the roundabout project road improvements with an agreement for a transportation development district, which was constructed similarly to the proposed. Ms. Kerner noted the City does not have any control of the developer's timeline regarding the proposed.

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

The City Council took a recess at approximately 8:50 p.m. They reconvened at approximately 9:05 p.m.

The following bills were read and discussed simultaneously.

International Residential Building Code

Sponsor: Ollis. Council Bill 2021-045.

A general ordinance declaring the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

International Residential Building Code – Substitute 1

Sponsor: Lear, Hosmer, and Schilling. Council Bill 2021-045. Substitute No. 1.

A general ordinance amending Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code' to become effective April 1, 2022; and repealing Section 3 of General Ordinance 6564.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader outlined General Ordinance 6564, which was approved by City Council in 2019. She noted Council Bill 2021-045 provides updated deadline dates for City Council and City staff to follow relating to proceeding with possible modifications to the City's residential building code. Ms. Lewsader further noted there would be no changes proposed regarding adopting the modified version of the 2018 International Residential Building Code and adopting a revised 'Building Thermal Envelop' table effective July 1, 2021.

Ms. Lewsader noted Council Bill 2021-045 Substitute No. 1 provides for adopting a modified version of the 2018 International Residential Building Code effective April 1, 2022. She further noted the modifications are the same as the ones outlined within General Ordinance 6564 with the exception of the 'Building Thermal Envelop' table is not revised, and the table printed in the 2018 International Residential Building Code will apply. Ms. Lewsader added the requirements regarding City staff to begin stakeholder meetings by February 8, 2021 and City staff to present a report on stakeholder input and City staff recommendations to the City Council no later than June 20, 2021 would be eliminated.

Dwayne Shmel, Building Development Services Director, was also available to respond to any questions posed by the City Council.

Mayor Pro Tem Ferguson asked for clarification regarding the membership of the stakeholder group. Ms. Lewsader expressed her belief the stakeholder membership would include the groups who provided input to the Plans and Policies Committee a few years ago, such as the Habitat for Humanity & Affordable Housing Collaborative, Sierra Club, Home Builders Association, Springfield Contractors Association, and Building Development Services.

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Councilman Ollis asked for clarification whether Council Bill 2021-045 Substitute No. 1 would eliminate any additional input from the various stakeholder groups. Ms. Lewsader reiterated the requirements regarding City staff to begin stakeholder meetings by February 8, 2021 and City staff to present a report on stakeholder input and City staff recommendations to the City Council no later than June 20, 2021 would be eliminated. She noted a modified version of the 2018 International Residential Building Code effective April 1, 2022 would occur regarding Council Bill 2021-045 Substitute No. 1. Ms. Lewsader reiterated the 'Building Thermal Envelop' table would not be revised, and the table printed within the 2018 International Residential Building Code would apply.

Councilman Hosmer asked for clarification regarding the deadline dates proposed by City staff to work with the various stakeholder groups. Mr. Shmel noted he did not make a request for an extension to work with the various stakeholder groups. He expressed his belief City staff would be able to work with the current deadline dates, which were outlined in General Ordinance 6564.

Councilman Hosmer asked for clarification whether the City of Bentonville, Arkansas has adopted an energy code. Mr. Shmel noted he is not aware whether the City of Bentonville, Arkansas has adopted an energy code. He further noted he would locate additional information for City Council's review.

Mr. Shmel noted on November 18, 2019, City Council approved General Ordinance 6564, which adopted the 2018 International Residential Building Code with certain deletions and amendments. He noted the Building Development Services staff and he will follow General Ordinance 6564 unless City Council decides to amend it.

Councilman Hosmer expressed his belief the City should adopt better regulations, such as utilizing insulation, to encourage energy efficient housing construction within the community.

Councilman Ollis asked for clarification regarding General Ordinance 6564 and the City's residential building code. Mr. Shmel noted the City was previously utilizing the 2012 International Residential Building Code, before adopting the 2018 International Residential Building Code per General Ordinance 6564 with certain deletions and amendments. He further noted the energy conservation provisions will be effective on July 1, 2021. Councilman Ollis asked for clarification whether the costs of building materials, such as lumber supplies, has increased over the past couple of years. Mr. Shmel expressed his opinion the costs of building materials to utilize in residential and commercial construction projects has increased over the past couple of years. Councilman Ollis asked for clarification whether utilizing a stakeholder group to gather input about whether minor deletions, modifications, amendments, and additions should be made to the Code adopted and to present a report to City Council regarding stakeholder input and staff recommendations would be beneficial for City staff. Mr. Shmel noted a delay in the analysis and implementation of the City's residential building code for gathering and reviewing additional information for further analysis and input from a stakeholder group would be beneficial for City staff. He further noted City staff would proceed as directed by the City Council. Mr. Shmel

expressed his belief the City Council did a thorough job at reviewing the City's residential building code in 2019.

Councilman Lear ask for clarification whether additional time for determining a cost benefit analysis relating to energy efficiency is needed for City staff. Mr. Shmel expressed his opinion there are numerous variables in trying to determine a cost benefit analysis relating to the issue of energy efficiency that everyone may agree upon for a conclusion. Councilman Lear expressed his belief a lengthy discussion and review was held in 2019 and does not believe another lengthy discussion should take place. He further expressed his opinion an opportunity was left for stakeholder input only for minor possible amendments not a complete reworking regarding the City's residential building code.

Councilman McGull asked for clarification whether Mr. Shmel has become familiar with any new residential home construction projects within the community. Mr. Shmel noted he has obtained a copy of the number of permits obtained for new residential home construction for the past three years, which he has been reviewing. He noted in 2018, there were 171 building permits, in 2019, there was 129 building permits and in 2020, the City issued 147 building permits for new residential home construction within the city limits. Councilman McGull asked for clarification whether the new homes being constructed are being built above the City's current residential code regulations, such as implementing energy efficient standards. Mr. Shmel expressed he does not currently have information available about if the new homes being constructed are being built with energy efficiency standards. Councilman McGull asked for clarification regarding the geographic location patterns for new home construction being built within the community. Mr. Shmel noted he does not currently know the geographical location patterns for new home construction projects.

Councilman Simpson asked for clarification whether the time Building Development Services staff would need to spend on addressing the timetable deadline would interfere with the staff's time to handle and address with the issue of nuisance properties. Mr. Shmel noted the time spent on Building Development Services staff working on the timetable deadline pertaining to the City's residential building code would not interfere with the staff time to handle and address the issue of nuisance properties. Councilman Simpson asked for clarification whether other municipalities solicit stakeholder group input regarding residential building code regulations. Mr. Shmel noted he does not have enough municipal experience to currently address this question.

Councilman Hosmer expressed his belief there was enough stakeholder group input provided in 2019. He further expressed his belief new home construction should be built with more energy efficiency codes in place, which would help with energy cost savings for individuals and families.

Mr. Gage noted City Council has the following three options: to keep current General Ordinance 6564 in effect, consider approving Council Bill 2021-045, or consider approving Council Bill 2021-045 Substitute No. 1. He further noted a 'Building Thermal Envelop' table will become effective on July 1, 2021 no matter what option is selected by the City Council.

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Mayor Pro Tem Ferguson asked for clarification whether the Assistant Director for Building Development Services has been hired. Mr. Shmel noted he currently has applications for his review, but no one has been hired for the Assistant Director position yet. He further noted the newly added three full-time equivalent positions within Building Development Services for inspectors are currently being interviewed for hiring. Mr. Shmel noted the inspectors for new housing construction permitting have been receiving training for the energy efficiency code standards.

Councilman Lear moved to substitute Council Bill 2020-045 Substitute No. 1 for Council Bill 2020-045. Councilman Hosmer seconded the motion.

Councilman McGull expressed his belief handling the issue of nuisance properties within the community should be a priority. He further expressed his belief some developers are building new homes that far exceed the City's current residential building code, such as with energy efficiency standards. Councilman McGull expressed his opinion he would like additional input from the stakeholder group about the City's residential building code and the issue of energy efficiency standards. He further expressed his opinion he does not feel these issues should be delayed and would like the Plans and Policies Committee to conduct a future meeting. Councilman McGull expressed his opposition for the proposed motion.

Councilman Lear expressed his support for the proposed motion. He noted Council Bill 2021-045 Substitute No. 1 would help the Building Development Services Department focus on other duties, such as handling and addressing nuisance properties within the community, for the City to move forward in a more efficient manner.

Councilman Ollis expressed his opposition for the proposed motion. He expressed his belief the easiest thing to do is not always the right thing to do. Councilman Ollis further expressed his belief having a stakeholder group provide additional input is the right thing to do. He added the prices of building materials for construction have also significantly increased for developers, which should be a consideration for affordable housing within the community. Councilman Ollis also expressed his belief the City's development review process needs to be better streamlined.

Councilman Simpson asked for clarification whether remodeling or rehabilitation projects of an existing housing structure must comply with the City's current residential codes for new construction. Mr. Shmel noted within General Ordinance 6564 there are exceptions noted on page 13 pertaining to additions or alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased. He noted there are 8 exceptions noted within this section. Councilman Simpson asked for clarification regarding an example of an energy use of the building not increasing for a remodeling project. Ms. Shmel noted he does not know how to address this question. He further expressed installing new appliances, such as in a kitchen remodeling project, could impact the energy use of a building for a remodeling project.

Mayor Pro Tem Ferguson expressed her opposition for the proposed motion. She further expressed her belief the issue of handling and addressed nuisance properties needs to be a priority with the City.

Mr. Gage noted City staff will continue to focus on handling and addressing the issue of nuisance properties as a priority.

Mayor McClure expressed his opposition for the proposed motion. He further expressed his belief stakeholder input is important. Mayor McClure added the handling and addressing nuisance properties by City staff is important and a priority.

Councilman Lear continued to express his support for the proposed motion. He noted input was previously received by a stakeholder group in 2019 and does not believe a lot of information has changed since those discussions were held.

Council Bill 2021-045 Substitute No. 1 failed to replace Council Bill 2021-045 by the following vote: Ayes: Hosmer, Lear, and Schilling. Nays: Ferguson, Fisk, Ollis, McGull, Simpson, and McClure. Absent: None. Abstain: None.

An opportunity was given for citizens to express their views for Council Bill 2021-045.

Ryan Green spoke in support of the proposed. Mr. Green noted he owns First Choice Custom Homes. He expressed his belief new homes should be affordable, but with the delays due to the COVID-19 pandemic, the building industry has experienced delays and increased costs for building construction materials. Mr. Green further noted the building industry is currently working on obtaining some data information about the issue of energy efficiency based upon the 2016 energy code guidelines versus the 2018 energy code for City Council's review. He expressed his opinion a phased in approach regarding the City's building codes, such as energy efficiency codes, is needed for the local building and construction industry.

Mark Stevenson spoke in support of the proposed. Mr. Stevenson noted he is the Director of Operations for Cronkhite Homes. He further noted Chonkhite Homes mainly builds affordable new home construction and plans to build approximately 200 new homes within the Springfield area in 2021. Mr. Stevenson expressed his belief the City staff and the building development community should all work together regarding the City's building code regulations. He noted the COVID-19 pandemic had a significant impact upon the local building and construction industry. Mr. Stevenson expressed his belief a delay is needed so City staff and stakeholders can continue discussions and possible recommendations to the City's residential building code requirements.

Rick Windes spoke in support of the proposed. Mr. Windes, who noted his is a banking professional, expressed his opinion more time is needed to review the City's residential building code for City staff to meet with the stakeholders and to present a report back to the City Council with the input and recommendations. He further expressed due to the COVID-19 pandemic more time should be allowed to help the local economy rebound and recover from the effects caused by the pandemic before further imposing additional amendments and code changes to the City's residential

building code. Mr. Windes also expressed his belief the City should focus on handling and addressing nuisance properties within the community.

Written comments submitted via e-mail in opposition to Council Bill 2021-045 were received from the following individuals: Louise Winckowski, Myra Scroggs, Cathy Primm, Judy Dasovich, Jennifer Ailor, Amy Shelburn-Zarins, Pamela Shaver, and James Rack.

Written comments submitted via email in support to Council Bill 2021-045 were received from Debra Shantz Hart.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Al Acosta addressed the issue of trash. Mr. Acosta noted he has resided in Springfield for approximately 25 years. He expressed his belief Springfield use to be a very clean city with a wonderful parks system. Mr. Acosta noted within the last several weeks, he has witnessed a large amount of trash along side the roadways and neighborhood areas within the city. He further noted there is an adopt-a-road program for organizations, businesses, and individuals to help pick-up the trash. Mr. Acosta expressed his belief if something is not done about the trash situation, the community will look like a trash landfill. He suggested maybe student volunteers from the various schools and universities could help assist with trash clean-ups possibly one day a month to help beautify the community. Mr. Acosta expressed his opinion if the trash was picked-up for community beautification, it may help improve economic development opportunities for the community.

Mike Highfill did not appear to address City Council.

Lisa Meeks addressed the issue of masking. Ms. Meeks expressed her opposition to the City's masking mandate. She expressed her belief it is a privilege to serve on the City Council and not a burden. Ms. Meeks further expressed her belief the City Council should listen to and represent their constituents as opposed to their own interests.

Gerald Keim addressed the issue of the beauty of humanity. Mr. Keim expressed his belief no two individuals are alike within the world, which makes everyone unique like snowflakes. Mr. Keim expressed his opinion everyone should be able to freely see one another without a mask.

Patricia Tursi addressed the issue of masking. Ms. Tursi expressed her opposition to the City's masking mandate. She noted she is a retired psychologist. Ms. Tursi expressed her opinion masking does not accomplish what individuals have been informed by experts that masks are supposed to do, which is to help protect them from COVID-19. She noted there has been a spike in bronchial pneumonia cases due to mask wearing. Ms. Tursi further noted there have also been increased cases in facial dermatitis due to mask wearing. She expressed her belief there is no clean air and quality water within the environment, which has contributed to the COVID-19 pandemic.

DRAFT

Jan DuMan did not appear to address City Council.

NEW BUSINESS

Recommended the following appointment to the Industrial Development Authority: Brandon Jenson with term to expire October 31, 2023.

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.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

Appointment to the Commercial Street Community Improvement District Board of Directors

Sponsor: Ferguson. Council Bill 2021-046.

A resolution confirming the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

Council Bill 2021-046. Resolution 10555 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

Reappointments to the Board of Directors of the James River Commons Community Improvement District

Sponsor: Simpson. Council Bill 2021-047.

A resolution confirming the reappointments of Bob Jakubeck, Stephanie Stenger, and Stuart Stenger to the Board of Directors of the James River Commons Community Improvement District. (Staff recommends approval.)

Council Bill 2021-047. Resolution 10556 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

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

Preliminary Plat of Kansas at Grand Phase II - 1720 West Grand Street

Sponsor: Schilling. Council Bill 2021-037.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kansas at Grand Phase II, generally located at 1720 West

Grand Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: College of the Ozarks; 1720 West Grand Street; Preliminary Plat at Grand Phase 2.)

Council Bill 2021-037. Special Ordinance 27470 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

Preliminary Plat of Mercy Fremont Acres - 4431 South Fremont Avenue

Sponsor: Simpson. Council Bill 2021-038.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Fremont Acres, generally located at 4431 South Fremont Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Mercy Health Springfield Communities; 4431 South Fremont Avenue; Preliminary Plat of Mercy Fremont Acres.)

Council Bill 2021-038. Special Ordinance 27471 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman Lear seconded the motion, and it was approved by the following vote. Ayes: McGull, Simpson, Ferguson, Fisk, Ollis, Lear, and McClure. Nays: Hosmer. Absent: Schilling. Abstain: None. The meeting adjourned at approximately 10:45 p.m.

Clerk's Note: Councilman Schilling left the meeting at approximately 10:35 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 03-02-21

Sponsored by: City Council

COUNCIL BILL 2021- 049 RESOLUTION _____

A RESOLUTION

RECOGNIZING the anniversary of the heroic actions of Springfield Police Officer Christopher Ryan Walsh, who died in the line of duty on March 16, 2020.

WHEREAS, 32-year-old Officer Christopher Ryan Walsh was a Springfield Police Officer dedicated to protecting and serving the people of Springfield; and

WHEREAS, he heroically attempted to rescue shooting victims while responding to an altercation at a Springfield convenience store on March 15, 2020; and

WHEREAS, he died a hero, rushing in without regard to his own safety to protect members of his community, his courageous actions serving as an example to us all; and

WHEREAS, Officer Walsh had served with the Springfield Police Department since 2016 and was assigned as a patrol officer after graduating with the 68th Academy; and

WHEREAS, he has also served as an Army veteran, active in the U.S. Army Reserves for 10 years; and

WHEREAS, Officer Walsh, during his 14 years of honorable service to his nation, served in two active deployments to a combat zone where he received a Combat Action Badge and other decorations for his selfless service; and

WHEREAS, he was a Springfield native, graduating from Glendale High School before attending Ozark Technical Community College where he completed the EMT-B course; and

WHEREAS, he was a loving husband to his bride Sheri Walsh, who he loved for more than half his life, and a caring father of his daughter Morgan Walsh.

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

Section 1 – City Council hereby recognizes Officer Christopher Ryan Walsh for his devotion to the welfare of others and forever memorializes his contributions to the Springfield Police Department and the City of Springfield.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 049

FILED 03-02-21

ORIGINATING DEPARTMENT: City Council

PURPOSE: Recognizing the anniversary of the heroic actions of Springfield Police Officer Christopher Ryan Walsh, who died in the line of duty on March 16, 2020.

BACKGROUND INFORMATION: Officer Christopher Ryan Walsh was a Springfield Police Officer dedicated to protecting and serving the people of Springfield. Chris heroically attempted to rescue shooting victims, responding to an altercation at a Springfield convenience store on March 15, 2020. He died in the line of duty, a hero, rushing in without regard to his own safety to protect members of his community, his courageous actions serving as an example to us all. Officer Walsh had served with the Springfield Police Department since 2016 and was assigned a patrol officer after graduating with the 68th Academy and had also served as an Army veteran, active in the U.S. Army Reserves for 10 years.

Officer Walsh, during his 14 years of honorable service to his nation, served in two active deployments to a combat zone, where he received a Combat Action Badge, and other decorations for his selfless service.

He was a Springfield native, graduating from Glendale High School before attending Ozark Technical Community College where he completed the EMT-B course. Officer Walsh was a loving husband to his bride Sheri Walsh, who he loved for more than half his life, and a caring father of his daughter Morgan Walsh.

Submitted and recommended by:

Cora Scott, Director of Public Information & Civic Engagement

Approved by:

Ken McClure, Mayor

One-rdg. _____
P. Hrngs. _____
Pgs. 67
Filed: 02-16-21

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 044 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

_____

WHEREAS, statistics show that gunfire incidents are underreported nationally and locally; and

WHEREAS, ShotSpotter Respond is a gunfire detection system that provides instant notification to law enforcement of active gunfire situations; and

WHEREAS, faster notification of active gunfire situations will allow the Springfield Police Department to more quickly and efficiently respond to potentially dangerous situations.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a contract with ShotSpotter, Inc., for the purpose of implementing the ShotSpotter Respond system within the City; said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as “Exhibit A.”

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 -044

FILED: 02-16-21

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter, Inc., to implement the ShotSpotter Respond gunshot detection program.

BACKGROUND INFORMATION:

While Springfield has experienced an increasing number of police calls related to gunshots being heard, research data shows that gunfire incidents are underreported to law enforcement nationwide. ShotSpotter Respond is a system designed to identify, locate, and track active gunfire incidents to allow for rapid response by law enforcement. Under this proposal ShotSpotter would deploy a network of sound sensors covering a total of three-square miles within the City. The sound sensors are monitored by software to detect the sound of gunfire and filter out sounds which could be mistaken for gunfire, such as fireworks. When the software detects suspected gunfire, the audio is instantly reviewed by acoustic experts to determine if an alert to law enforcement is appropriate. The entire review process typically occurs in under one minute. The use of this system will provide police officers with immediate and accurate information, resulting in more effective and efficient police response to gunfire incidents.

REMARKS: The initial three-year term of this agreement will require no additional allocation of funds but will be funded by a transfer of funds within the Police Department budget. The success of the program will be evaluated over the three-year term through regular reporting and analysis of the data provided.

Submitted by:

Paul F. Williams, Chief of Police

Approved by:

Jason Gage, City Manager

Exhibit 1

RESPOND SERVICES AGREEMENT

ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and the City of Springfield, MO (hereinafter referred to as "Customer"), with offices located at 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") to be provided under this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Proposal ID #SPRINGMO012521

B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

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H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

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A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via Insight. Fees are due on an annual basis as set forth in Exhibit A. Payment is subject to the Customer's appropriation of funding for the applicable fiscal year.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Following the initial term, annual subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry,

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investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Except as required by law, Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

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Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software

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will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

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B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

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Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.

C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

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Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:
City of Springfield
Attn: Accounts Payable
840 Boonville Ave.
Springfield, MO 65802

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's

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hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.

G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under

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this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

Customer may terminate this Agreement upon reasonable notice to ShotSpotter in the event insufficient or non-appropriation of funds to pay for the subscription fees due under this Agreement for any future fiscal

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year following the year one subscription period. ShotSpotter shall be paid for services provided up to the date of such termination.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes

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all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

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21. GENERAL PROVISIONS

A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.

B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SPRINGFIELD	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

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EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached at end of document)

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EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

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Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

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[2] Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

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Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

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ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccurateLyLocated}{(NumberAccurateLyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccurateLyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

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Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for the City of Springfield, Missouri

January 25, 2021

Proposal ID: SPRINGMO012521

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Springfield Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

We look forward to working with the Police Department to bring ShotSpotter Respond to the City of Springfield to expand your efforts to reduce gun violence in the community. Recognizing the tremendous financial strain that both the COVID-19 pandemic and civil unrest have placed on the City and the Police Department, ShotSpotter is pleased to include in this proposal an incentive whereby if the City contracts with ShotSpotter for a three-square mile ShotSpotter Respond coverage area three years, ShotSpotter will waive the fees for one of those square miles for the three-year term. This offer requires a three-year contract commitment and expires March 31, 2021. Please refer to the Pricing Assumptions for additional details.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the

community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

  Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Springfield.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

Figure 1: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

Figure 2: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

Figure 3: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.
Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 4: Smart Watch Notification

Figure 5: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

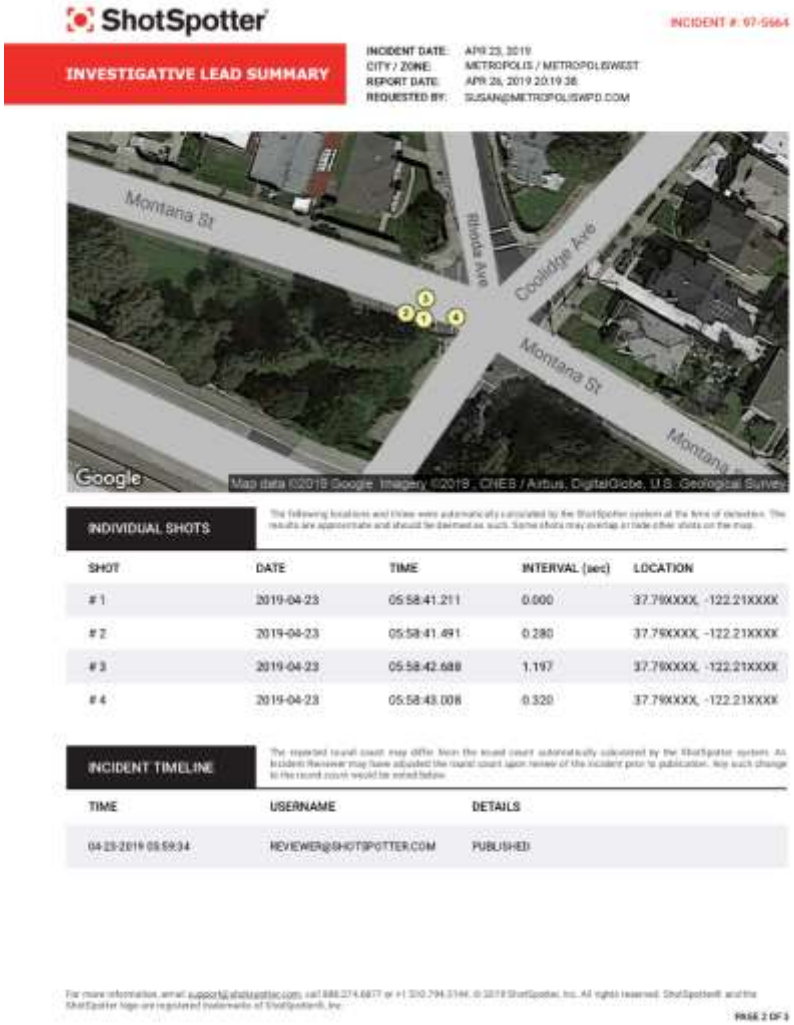
- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).



ShotSpotter

INCIDENT #: 97-5664

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM

INDIVIDUAL SHOTS

The following locations and times were automatically calculated by the ShotSpotter system at the time of detection. The results are approximate and should be deemed as such. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

The reported round count may differ from the round count automatically calculated by the ShotSpotter system. An Incident Reviewer may have adjusted the round count upon review of the incident prior to publication. Any such change to the round count would be noted below.

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

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Figure 6: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

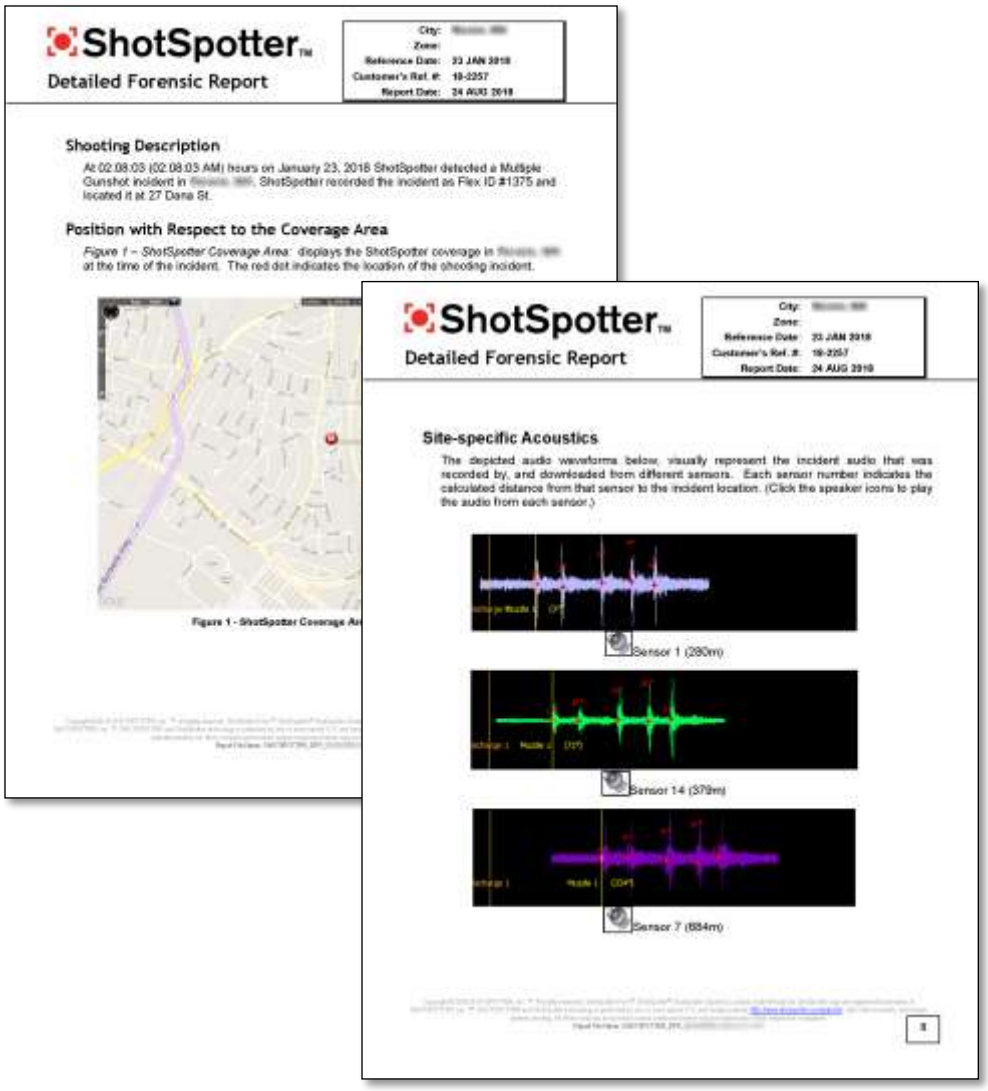

Figure 7: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Cincinnati, OH
- Cleveland, OH
- Columbus, OH
- Dayton, OH
- Toledo, OH
- Kansas City, MO
- Saint Louis County, MO
- Omaha, NE
- Springfield, IL
- South Bend, IN

Pricing

ShotSpotter systems are deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. ShotSpotter will collaborate with Department stakeholders to determine the final coverage area and related boundaries.

3.0 mi^2 Coverage Area

Contract Term	Respond Coverage Area Size	One-Time Service Startup Fees (Service Initiation & Onboarding)	Annual Subscription Fees*	Discount for Multi-Year Term**	Fee Waiver**	Total
3 Years	2.0 mi^2	$30,000	$140,000 x 3	($20,000)		**$430,000**
3 Years	1.0 mi^2	$10,000	$70,000 x 3	($10,000)	($210,000)	**$0**
TOTAL:						**$430,000**

*ShotSpotter's current annual subscription fee is $70,000 per square mile.

**See Pricing Assumptions below for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year
• Recurring annual subscription fee • Includes up to three interfaces • Does not include costs required from other vendors to implement or support the planned interfaces	

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement ($75,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status ($75,000)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status ($140,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status ($140,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid through March 31, 2021.
- The fee waiver will be applied to the service initiation fee and the subscription fee for one square mile of the three-square mile coverage area for the three-year term. The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees. These offerings are contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

RESPOND SERVICES AGREEMENT

ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and Springfield, Missouri (hereinafter referred to as "Customer"), with offices located at Busch Municipal Building, 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") to be provided under this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Proposal ID # SPRINGMO012521

B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

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H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

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A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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4. INITIAL TERM AND RENEWAL

Unless otherwise specified in Exhibit A, the initial term of the Subscription Services shall be for a period of twelve (12) months commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or

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other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United

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States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any

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third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

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B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

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Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.

C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

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Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

_____

_____

_____

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

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F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.

G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-

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infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement,

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terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

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16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. GENERAL PROVISIONS

A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.

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B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

SPRINGFIELD, MO	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

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EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached)

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EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

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Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

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[2] Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

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Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

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ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccurateLyLocated}{(NumberAccurateLyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccurateLyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

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One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 02-16-21

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 048 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of $2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

WHEREAS, SGF Sports, LLC, has indicated their desire to construct a "Private Athletic Complex" consisting of twelve soccer fields, including a turf "championship" field, an indoor sports facility with two indoor soccer fields and four basketball courts capable of converting to eight volleyball courts, parking, a large entryway sign, and attractive landscaping on a site directly to the west of Deer Lake Golf Course; and

WHEREAS, potential future development on the site could include 90,000-120,000 square feet of retail and restaurant space and two 100-key hotels; and

WHEREAS, City Council, in passing Resolution 10538 on November 30, 2020 and in later meetings, signaled its intent to fund certain public improvements including on-site and off-site sewer, water, and gas improvements, off-site road and sidewalk improvements, regional detention basins, and associated costs including design, fees, permitting, and contingency; and

WHEREAS, City Council directed City staff to negotiate a developer agreement with SGF Sports, LLC, that commits up to $2,000,000 in City funds to reimburse SGF Sports, LLC, for public improvements related to this project upon completion of both those public improvements and the Private Athletic Complex (collectively referred to as the "development obligations"), with the City to be reimbursed through the establishment of a Community Improvement District ("CID") and imposition of a one percent sales tax over its entire development, including any potential retail, commercial, or hotel development; and

WHEREAS, City staff has negotiated a developer agreement with SGF Sports, LLC, that commits up to $2,000,000 in City funds to public improvements, and up to $100,000 in interest costs related to financing the reimbursable public improvements until reimbursement is received from the City; and

WHEREAS, if SGF Sports, LLC, has not completed its development obligations by March 31, 2024, the agreement will terminate, and the City will no longer be obligated to reimburse SGF Sports, LLC, for any public improvements; and

WHEREAS, development of the Private Athletic Complex will promote the economic welfare and the development of the City of Springfield.

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

Section 1 – The City Manager, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as “Exhibit 1.”

Section 2 – The budget for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 057, a copy of which is attached hereto and incorporated herein by 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 – The recitals set forth above are hereby incorporated into this Ordinance as if fully set forth herein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-048

FILED: 02-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Manager, on behalf of the City of Springfield, to enter into a Development Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex, in an amount not to exceed $2,100,000, and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

BACKGROUND: SGF Sports, LLC, has indicated its desire to construct a Private Athletic Facility consisting of 12 soccer fields, including a turf "championship" field, and an indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign and attractive landscaping, on a site just west of Deer Lake Golf Course. Additional future development on the site could include 90,000-120,000 square feet of retail and restaurant space and two 100-key hotels.

City Council previously signaled its intent to assist the developer with funding certain public improvements by Resolution 10538 on November 30, 2020, and directed staff to enter negotiations with the developer, and submit a Development Agreement for consideration by City Council in accordance with this Resolution.

This Ordinance presents that Development Agreement to Council with a few minor changes:

- Addition of regional detention basins as a reimbursable project cost, and

- Addition of up to $100,000 in interest costs related to financing the reimbursable public improvements until the developer receives reimbursement from the City.

Reimbursement for regional detention basins, which serve multiple platted lots, and reimbursement of developer's interest costs related to public improvements are consistent with adopted City Economic Development policies and are eligible costs for the City to be repaid by the CID to be established over this development.

REMARKS: This Development Agreement sets forth the Developer's obligations to deliver the development as represented to City Council in previous presentations, including 12 lighted soccer fields (one being a championship turf field), a 90,000 square foot indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign and attractive landscaping.

Upon completion of the Private Athletic Facility, the City will reimburse the Developer for up to $2 Million in public improvements (on-site and off-site sanitary sewer, water and gas, off-site road and sidewalk improvements, regional detention basins, and

associated design, fees, permitting, and contingency) and up to $100,000 in interest costs relating to financing for those public improvements. The Developer agrees to cooperate with the City in establishment of a Community Improvement District (CID) over its entire development, including the future retail/commercial/hotel development, to impose a 1-cent sales tax to reimburse the City for its expenses under this Development Agreement.

If the Developer has not completed its development obligations by March 31, 2024, the agreement will terminate, and the City will no longer be obligated to reimburse the Developer for any public improvements.

Staff recommends approval.

Recommended by:

Sarah Kerner

Sarah Kerner,
Economic Development Director

Submitted by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

Exhibit 1

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2021 (the "**Effective Date**"), by and between SGF SPORTS, LLC, an Oklahoma limited liability company ("**SGF SPORTS**"), and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri ("**City**").

WHEREAS, SGF Sports owns, or will acquire before the commencement of any Reimbursable Projects (as defined below), the SGF Sports Parcel at the southwest corner of Chestnut Expressway and Airport Boulevard, and intends to develop, construct, and operate the SGF Sports Development thereon; and

WHEREAS, the SGF Sports Development's design includes an athletic complex to be designed in accordance with Section 4 of this Agreement (the **"Private Athletic Complex"**), certain on-site and off-site improvements, and a potential retail/commercial component to be developed either concurrently with the Private Athletic Complex or at some point in the future; and

WHEREAS, in connection with the construction of the SGF Sports Development, certain public improvements are required, including on-site and off-site sanitary sewer, water and gas, regional detention basin(s), off-site road and sidewalk improvements, and associated design, fees, permitting, and contingency costs, in order to facilitate development of the SGF Sports Parcel for the SGF Sports Development; and

WHEREAS, the Developer has requested that the City reimburse the cost of public improvements related to the SGF Sports Development; and

WHEREAS, the City is authorized and empowered under its Charter and State law to fund public improvements of the type requested; and

WHEREAS, the SGF Sports Development will create a public benefit, and entering into this Agreement is necessary for SGF Sports to pursue its proposed development; therefore it is mutually beneficial to both parties to enter into this Agreement; and

WHEREAS, the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo., authorizes the City, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a Community Improvement District ("CID"); and

WHEREAS, SGF Sports and the City agree to cooperate to establish a CID over the SGF Sports Development in order for the City to recoup its costs described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.

2. Definitions. As used in this Agreement, the following terms are defined as follows:

a. "**City**" shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.

b. **"CID"** means a community improvement district that is formed in accordance with the CID Act and this Agreement, which area shall include all of the Redevelopment Area plus any additional areas outside the Redevelopment Area which may be lawfully included in accordance with the CID Act.

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

d. **"CID Revenues"** means the sales tax revenues generated by the CID as a result of the CID Sales Tax.

e. **"CID Sales Tax"** means the sales tax imposed by the CID in the amount of one percent.

f. "**SGF Sports**" shall mean SGF Sports, and its successors and assigns.

g. "**SGF Sports Development**" shall mean the Private Athletic Complex, landscaping, related parking, a retail/commercial component, and other on-site and off-site improvements currently contemplated to be constructed on the SGF Sports Parcel.

h. "**SGF Sports Parcel**" shall mean the approximately 106 acre parcel generally located at the southwest corner of the intersection of Chestnut Expressway/State Highway 266 and North Airport Boulevard, directly to the west of Deer Lake Golf Course, and legally described on Schedule 1 attached hereto.

i. "**Parties**" shall mean, collectively, SGF Sports and the City.

j. "**Party**" shall mean, individually, SGF Sports or the City.

k. "**Reimbursable Projects**" shall mean those specific projects set forth in "Exhibits A and B."

3. Reimbursable Project Costs. Prior to the opening of the Private Athletic Complex, SGF Sports agrees to perform or cause to be performed those Reimbursable Projects detailed on **Exhibit A** and **Exhibit B** at SGF Sports's sole cost and expense, subject to reimbursement from the City as provided herein. SGF Sports shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's standard review and approval of public improvement projects, which such approval shall not be unreasonably withheld, conditioned, or delayed.

The Reimbursable Projects and the Private Athletic Complex shall be constructed in accordance with all relevant codes, regulations, statutes and laws. The Reimbursable Projects shall be deemed completed in accordance with all such codes, regulations, statutes and laws upon inspection and approval by the directors of the relevant City departments in accordance with the Code of the City of Springfield, Missouri, which such approval shall not be unreasonably withheld, conditioned, or delayed. Upon such completion of the Reimbursable Projects and the Private Athletic Complex, SGF Sports shall provide itemized invoices, receipts or other information regarding all such costs reasonably necessary for and incurred in the construction of

the Reimbursable Projects (the "**Reimbursable Project Costs**"). The City shall promptly approve the amounts stated therein for reimbursement and shall reimburse SGF Sports for such Reimbursable Project Costs promptly (and in any event within 30 days of submission of such amounts by SGF Sports) upon such approval.

4. SGF Sports' Development Obligations.
   a. Construct a Private Athletic Complex that substantially conforms with the plans and specifications (the "**Plans**") attached to this Agreement as **Exhibit C** and **Exhibit D**. The Plans shall substantially conform to the conceptual drawings presented to City Council and attached to this Agreement as **Exhibit D**, and shall at minimum include the following:
      i. 12 outdoor soccer fields, 225 feet by 345 feet in size, including one turf "championship" field with seating for over 1,500 spectators;
      ii. All playing fields shall include permanent sports lighting systems in accordance with the specification included in **Exhibit D**;
      iii. At least 720 parking spaces (60 per field);
      iv. an approximately 90,000 square foot indoor sports facility with 2 indoor soccer fields, 80 feet by 180 feet in size, and 4 basketball courts, 50 feet by 84 feet in size (convertible to 8 volleyball courts, 30 feet by 60 feet in size);
      v. permanent restroom facilities;
      vi. a large entryway sign, and
      vii. attractive landscaping.
   b. Construct all public improvements required by City codes or ordinances.
   c. Do all things necessary to cause the SGF Sports Parcel to be annexed into the City.
   d. Obtain all necessary land-use approvals required for the project.
   e. Contract with L5 Management and Consulting LLC for management of the Private Athletic Complex.
   f. Cooperate in establishment of CID as stated in this Development Agreement.
   g. SGF Sports will obtain prior written approval from the City Manager or his designee for any material change in the Plans (such approval not to be unreasonably withheld, conditioned or delayed). Any change from the plans and specifications specifically listed in this section shall be deemed a material change.

5. Reimbursement of SGF Sports' Costs. City agrees to reimburse SGF Sports for the Reimbursable Project Costs, but in no event shall the City's obligation for public improvements exceed the amount of Two Million Dollars ($2,000,000.00) in accordance with Section 3 above. Contemporaneously with its reimbursement of Reimbursable Project Costs, City shall also reimburse SGF Sports for accrued interest from the financing of the Reimbursable Projects, but in no event shall the City's obligation for this accrued interest exceed One Hundred Thousand Dollars ($100,000.00). SGF Sports shall submit documentation showing actual interest costs accrued to establish that all such interest costs accrued from Reimbursable Project Costs. Upon determining that the interest costs submitted for reimbursement accrued from Reimbursable Project Costs, the City shall promptly (and in any event within 30 days of submission) reimburse such interest costs in the same manner as provided in Section 3 of this Agreement for payment of Reimbursable Project Costs.

6. Establishment of Community Improvement District. SGF Sports shall cooperate with the City to form the CID in accordance with the CID Act for the purpose of reimbursing the City for the city funds invested in the SGF Sports Project, with 5% interest. The Parties agree that the following shall apply to the formation and operation of the CID:

a. Formation of the CID shall be initiated by City filing or causing to be filed a petition in accordance with the CID Act. The CID Petition must be signed by SGF Sports and approved by City Council, as well as the sales tax election completed (with sales tax approved), prior to any funds being paid by the City to SGF Sports under this Development Agreement.
b. The boundaries of the CID shall encompass the full SGF Sports Parcel, including the area identified for potential commercial/retail development.
c. The Parties acknowledge that all public improvements to be funded by the CID must be within the boundaries of the CID, and the CID boundary lines shall be drawn in a manner that includes all public rights-of-way where CID public improvements will be located.
d. The CID board of directors shall consist of five (5) directors, and the initial board of directors of the CID shall be named in the CID petition. For so long as the CID is in existence, at least three (3) of the members of the board of directors shall be City officials or City employees as selected by the City.
e. The petition shall provide that successor directors shall be appointed by the Mayor of the City with the advice and consent of the City Council. The City shall consider and process the CID petition in accordance with the requirements of the CID Act, and the Parties agree to jointly cooperate with and participate in the formation process.
f. The City's and SGF Sports' participation in the CID shall include, but is not limited to, the following:
    i. SGF Sports shall not enter into any contract involving the sale of any real property that composes the SGF Sports Parcel prior to the creation of the CID;
    ii. SGF Sports shall cause all leases of property inside the CID boundaries to contain provisions that are in substantial compliance with the following:
        1. **Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the [SGF Sports Community Improvement District] ("District") created by Springfield, Missouri (the "City"), that the District imposes a sales tax on Tenant's economic activities which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City as the agent of the District, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.
    iii. prepare such documents as are necessary for formation and operation of the CID;
    iv. use good faith efforts to cause persons, as mutually agreed upon by the Parties and in accordance with this Agreement, to serve on the board of directors for the CID;
    v. SGF Sports shall construct or cause to be constructed those public improvements that qualify for reimbursement in accordance with the CID Act and this Agreement, including compliance with all competitive bidding, prevailing wage and other construction requirements for public improvements;
    vi. use good faith efforts to cause lessees and purchasers of property within the boundaries of the CID to cooperate in the timely and full payment of the CID

sales tax, and any other fees or assessments that may be imposed or charged by the CID; and

vii. take such other reasonable action as mutually agreed upon by the Parties to facilitate the formation and good standing of the CID.

g. Operation of the CID. SGF Sports and City agree that they shall enter into a Cooperative Agreement with the CID which shall include the following provisions and obligations:

i. The CID shall impose the CID Sales Tax at a rate of one percent;

ii. The CID shall be used to reimburse the City for public improvements as authorized by the CID Act and as described in the Cooperative Agreement. City may be reimbursed from CID revenues for verified Reimbursable Project Costs that qualify for the use of CID Revenues. In no event will SGF Sports or any of its members, manager, or their respective affiliates be liable to repay the City's investment, which the City will recover solely through CID Revenues.;

iii. The CID Revenues will annually pay for routine administrative costs and services such as directors and officers liability insurance, accounting costs and legal costs;

iv. The CID Revenues shall not be used to pay for any other types of services within the CID area. After the City's investment in the project has been repaid by CID Revenues, the CID shall terminate.

h. The CID bylaws shall provide that, in the event that a City official or employee sitting on the CID board of directors ceases to hold his or her position with the City, such director shall be deemed automatically resigned from the Board of Directors without further action of that director. The City shall designate a successor director for the remaining term of an open seat that is caused by such resignation.

i. The CID will have an initial term of 20 years, and shall be renewed until the City's investment in the project has been repaid. The CID will terminate once the City's investment has been repaid.

7. Incorporation of Documents. The following Schedules and Exhibits, attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:[1]

a. Schedule 1: Description of the SGF Sports Parcel

b. Exhibit A: Public Infrastructure Budget

c. Exhibit B: Public Infrastructure Site Plan

d. Exhibit C: Private Development Site Plan

e. Exhibit D: Conceptual Drawings, Elevation Drawings, Schematic Drawings for Structures.

8. Prevailing Wage. SGF Sports agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of SGF Sports, as applicable, to the extent they are involved with the Reimbursable Projects. SGF Sports agrees to indemnify and hold

[1] NTD: Schedules/Exhibits subject to update.

harmless the City from any damages or claims resulting from any failure of SGF Sports or any contractor or subcontractor to pay prevailing wages pursuant to applicable law.

9. Indemnity. SGF Sports hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of this Agreement, except to the extent attributable to negligence or willful misconduct of the City.

10. Assignment. SGF Sports shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City thereto.

11. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To SGF Sports: SGF Sports
Address
Address
Attn: Who?

To City: City Attorney's Office
Fifth Floor
Busch Municipal Building
840 North Boonville
Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice, request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

12. Conflict of Interest. No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. SGF Sports represents that it presently has no interest which would conflict in any manner or degree with the performance of services to be performed under this Agreement, and shall not acquire any interest, direct or indirect. SGF Sports further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by SGF Sports.

13. Discrimination. SGF Sports agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of SGF Sports or applicant for employment and, if required by applicable law, shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41

C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

15. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., SGF Sports must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that SGF Sports is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

16. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.

17. Full Force and Effect. This Agreement shall be in full force and effect following its execution by both Parties. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of SGF Sports and the City.

18. Term. The term of this Agreement shall end on the first to occur of: (a) March 31, 2024; or (b) the date SGF Sports has been paid the entire amount of Reimbursable Project Costs, which in no event shall exceed Two Million Dollars ($2,000,000), and any accrued interest, which in no event shall exceed One Hundred Thousand Dollars ($100,000).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

"SGF SPORTS"

SGF SPORTS, LLC, an Oklahoma limited liability company

By: Philcrest Holdings, LLC, an Oklahoma limited liability company, its Manager

By: Philcrest Properties, Inc., an Oklahoma corporation, its Manager

By: _____
Name: Robert E. Phillips
Title: President

STATE OF _____)
) ss.
COUNTY _____)

On this _____ day of _____, 2021, before me personally appeared _____ _____, to me personally known, who being by me duly sworn did say that he is the Manager of Philcrest Properties, Inc., an Oklahoma corporation and the sole Manager of Philcrest Holdings, LLC, an Oklahoma limited liability company and the sole Manager of SGF Sports, LLC, an Oklahoma limited liability company, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____
Notary Public

My term expires:_____

Approved as to Form:

"CITY"

CITY OF SPRINGFIELD, MISSOURI,
a Missouri municipal corporation

_____
City Attorney or Designee

By:_____
Jason Gage
City Manager

STATE OF MISSOURI)
) ss.
COUNTY _____)

Now on this _____ day of _____, 2021, before me personally appeared Jason Gage, to me personally known, who being by me duly sworn did say that he is the City Manager of the CITY OF SPRINGFIELD, MISSOURI, a Missouri municipal corporation, and that said instrument was signed on behalf of said city by authority of its City Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____
Notary Public

My term expires:_____

CERTIFICATION OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Designee

Schedule 1

LEGAL DESCRIPTION
ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN DEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR A CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13" EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14" EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 79°10'22" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH 88°54'54" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE

SOUTH 32°54’49” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

Exhibit A

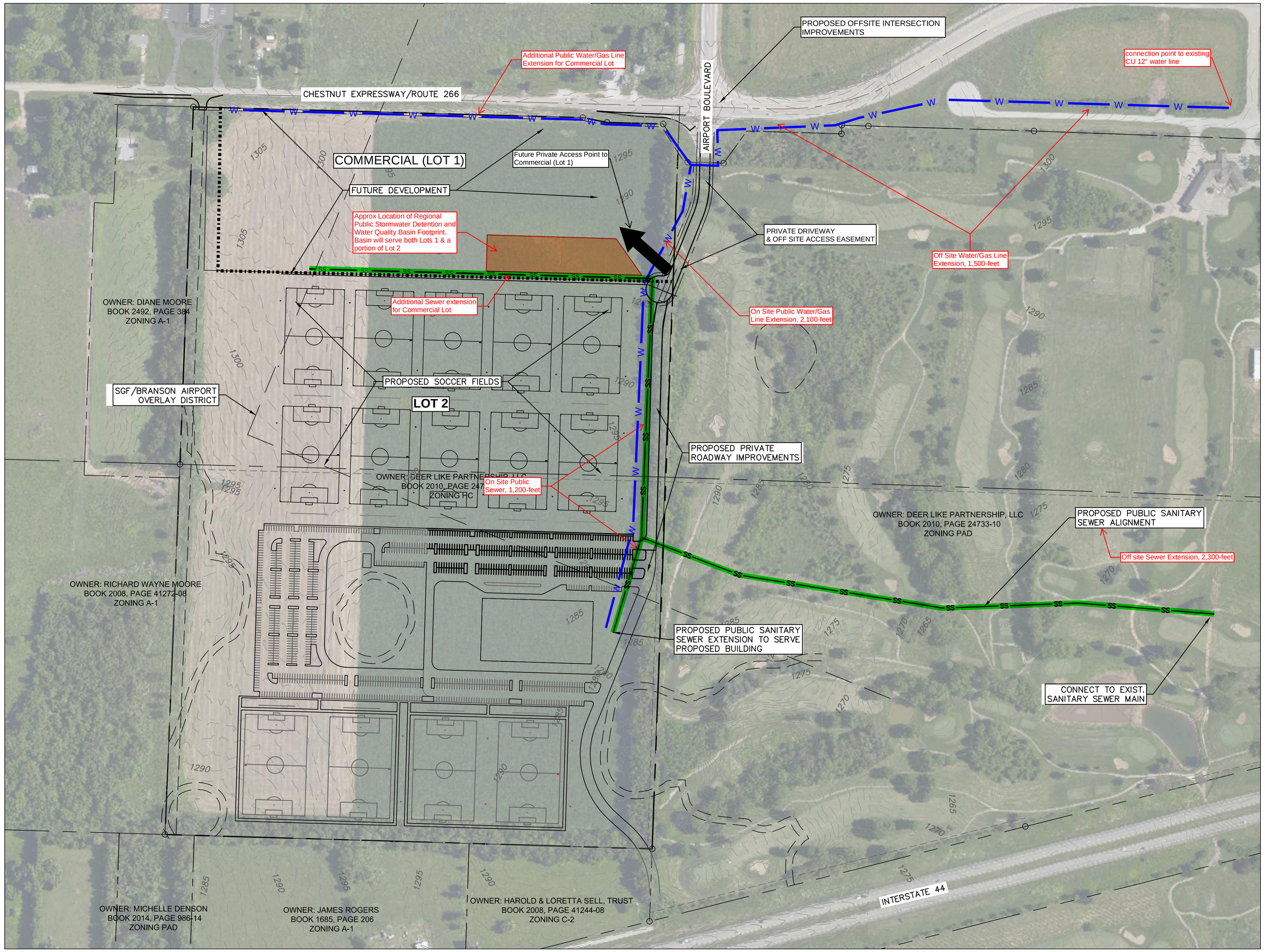
OPINION OF PROBABLE COST

DATE: **February 11, 2021**

CATEGORY	QUANTITY	UNIT	UNIT PRICE		TOTAL
OFFSITE UTILITIES					
12-inch PVC Offsite Water	1,500	LF	$95.00	$/LF	$142,500.00
4-inch Plastic Offsite Gas	370	LF	$55.00	$/LF	$20,350.00
City Utilities Design & Inspection Fee	1	LS	$29,313.00	$/LF	$29,313.00
10-inch PVC Offsite Sewer	2,300	LF	$105.00	$/LF	$241,500.00
SUBTOTAL					$433,663.00
Contingency	20%				$86,732.60
TOTAL					$520,395.60
OFFSITE TRAFFIC AND TRANSPORATION					
HWY 266 Right Turn Lane @ Public Road A	1	LS	$150,000.00	$/LS	$150,000.00
HWY 266 Intersection Restriping	1	LS	$30,000.00	$/LS	$30,000.00
Sidewalks along HWY 266	2,200	LF	$19.00	$/LF	$41,800.00
SUBTOTAL					$221,800.00
Contingency	20%				$44,360.00
TOTAL					$266,160.00
ONSITE IMPROVEMENTS					
Public Road A (Collector 37' B-B)*	0	LF	$600.00	$/LF	$0.00
MO 266 Access	0	EA	$100,000.00	$/EA	$0.00
Public Sanitary	1,200	LF	$100.00	$/LF	$120,000.00
Additional Sanitary for Commerical Lot	1,200	LF	$100.00	$/LF	$120,000.00
Public Water (8") & Gas Joint Trench (2")	2,100	LF	$115.00	$/LF	$241,500.00
Additional Public Water (8") & Gas Joint Trench (2") for Commercial Lot	1,700	LF	$115.00	$/LF	$195,500.00
Regional Basins	1	EA	$150,000.00	$/EA	$150,000.00
SUBTOTAL					$827,000.00
Contingency	20%				$165,400.00
TOTAL					$992,400.00
City Permit and Insepction FEES, Public Improvement Design/Platting/Rezoning Fees					
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	5%		$1,548,360.00	Cont. Cost	$77,418.00
Land Distrubance Permits (MO and City)	2	EA	$1,500.00	$/EA	$3,000.00
Rezoning, TIS, Platting, Design	7%	LS	$1,800,072.00	Cont. Cost	$126,005.04
SUBTOTAL					$206,423.04
Contingency	20%				$41,284.61
TOTAL					$247,707.65
Project Grand Total					**$2,026,663.25**

1 *Road Unit Price includes Subgrade, Pavement, Sidewalk (one side), Storm Sewer, and Electric

Exhibit B



FLOOD ZONE:

THE FLOOD INSURANCE RATE MAPS (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY PANEL NOS. 29077C0308E AND 29077C0309E, EFFECTIVE DATE OF DECEMBER 17, 2010, SHOWS THIS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.)

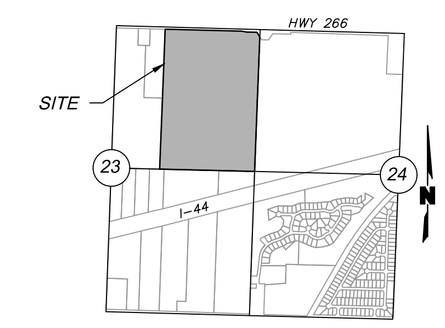
UTILITY COMPANIES:

WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8815
EMAIL:
developer_services@cityutilities.net

SANITARY
CITY OF SPRINGFIELD
ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

COMMUNICATIONS
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: STEVEN BEIER
PH: (417) 836-2761
EMAIL: sb9742@att.com



LOCATION MAP
SEC. 23 & 24, T-29-N, R-23-W
SCALE: 1"=2000'

ENGINEER:

OLSSON, INC.
JARED RASMUSSEN
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
PH: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON, INC.
ROD NEFF
550 ST. LOUIS STREET
SPRINGFIELD, MO 65807
PH: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:

DEER LAKE PARTNERS, LLC
CONTACT: ROBERT PHILLIPS
4500 S 129TH EAST AVE. SUITE 115
TULSA OK 74134
PH: (918) 523-4000

BOUNDARY DESCRIPTION

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN BEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13"EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14"EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 79°10'22"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 88°54'54"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 32°54'49"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- UTILITY EASEMENT
- 1370 EXIST. CONTOUR
- 1370 FINISH GRADE CONTOUR
- EXIST. SANITARY SEWER MANHOLE
- EXIST. LIGHT POLE
- EXIST. POWER POLE
- EXIST. SIGN
- EXIST. STORM MANHOLE
- EXIST. TELEPHONE MANHOLE
- EXIST. TRAFFIC SIGNAL BOX
- EXIST. TRAFFIC SIGNAL POLE
- EXIST. WOOD POST
- EXIST. TREE LINE
- X EXIST. BARBED WIRE FENCE
- W EXIST. WATER PIPE
- SS EXIST. SANITARY PIPE

BENCHMARKS

LIDAR ELEVATIONS BASED ON NAVID 88 BY USE OF MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

N

0' 100' 200' 400'
SCALE IN FEET

olsson

Olsson Inc. Engineering - MO State Certificate of Authority #001592
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESCR.

REVISIONS

CONCEPT PLAN

NEW SOCCER COMPLEX FOR SPORTING SPRINGFIELD

SPRINGFIELD, MISSOURI

2021

drawn by:	TDD
checked by:	RGH
approved by:	RGH
QA/QC by:	RGH
project no.:	B16-1787
drawing no.:	
date:	02.11.2021

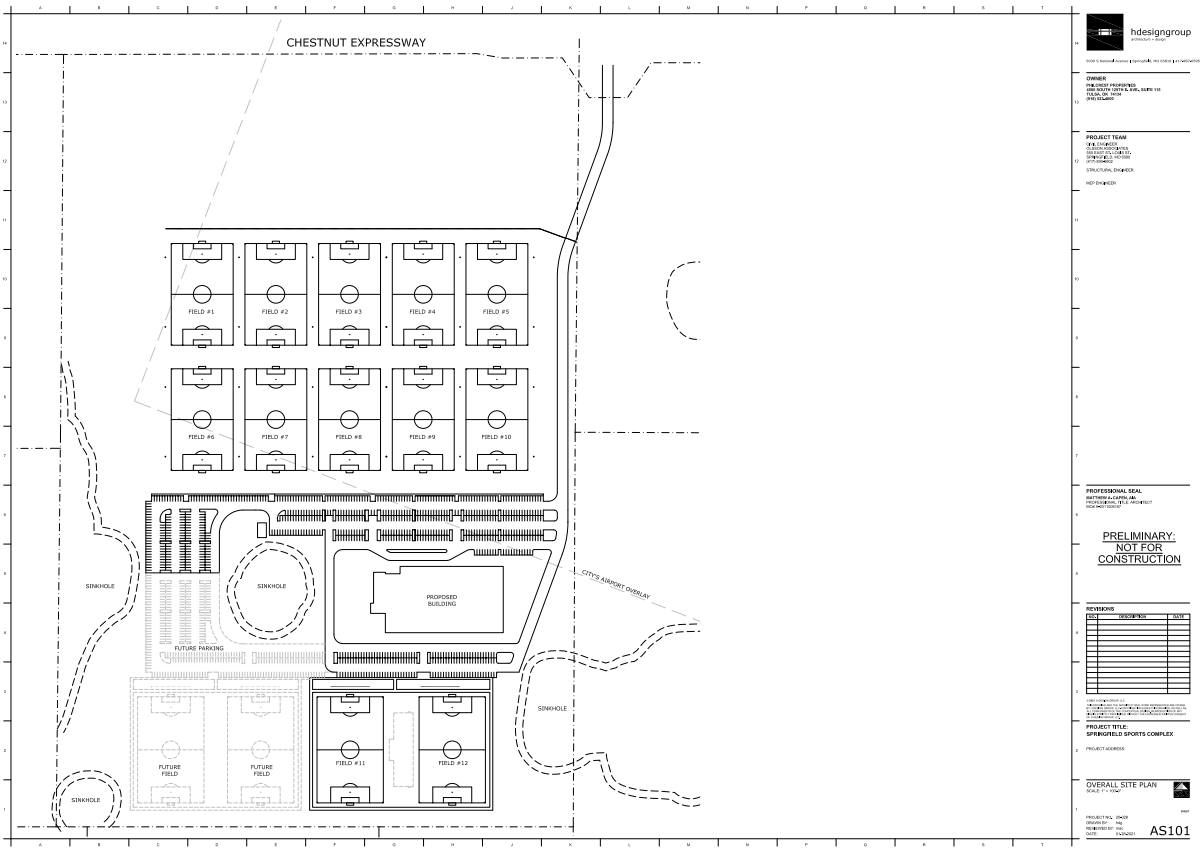
SHEET
1 of 1

18 of 24

DWG: F:\2016\1501-2000\016-1787\40-Design\Exhibits_Soccer Complex\2021.02.10_Public Improvements Exhibit\b016-1787_Prop San Layout.dwg USER: rhaase
DATE: Feb 10, 2021 11:59am XREFS: V_LIDAR_61787 V_BOU_61787 V_TOPO_61787 b16-1787_GOLF COURSE CONTOURS

Exhibit C

Private Development Site Plans



Conceptual Drawings

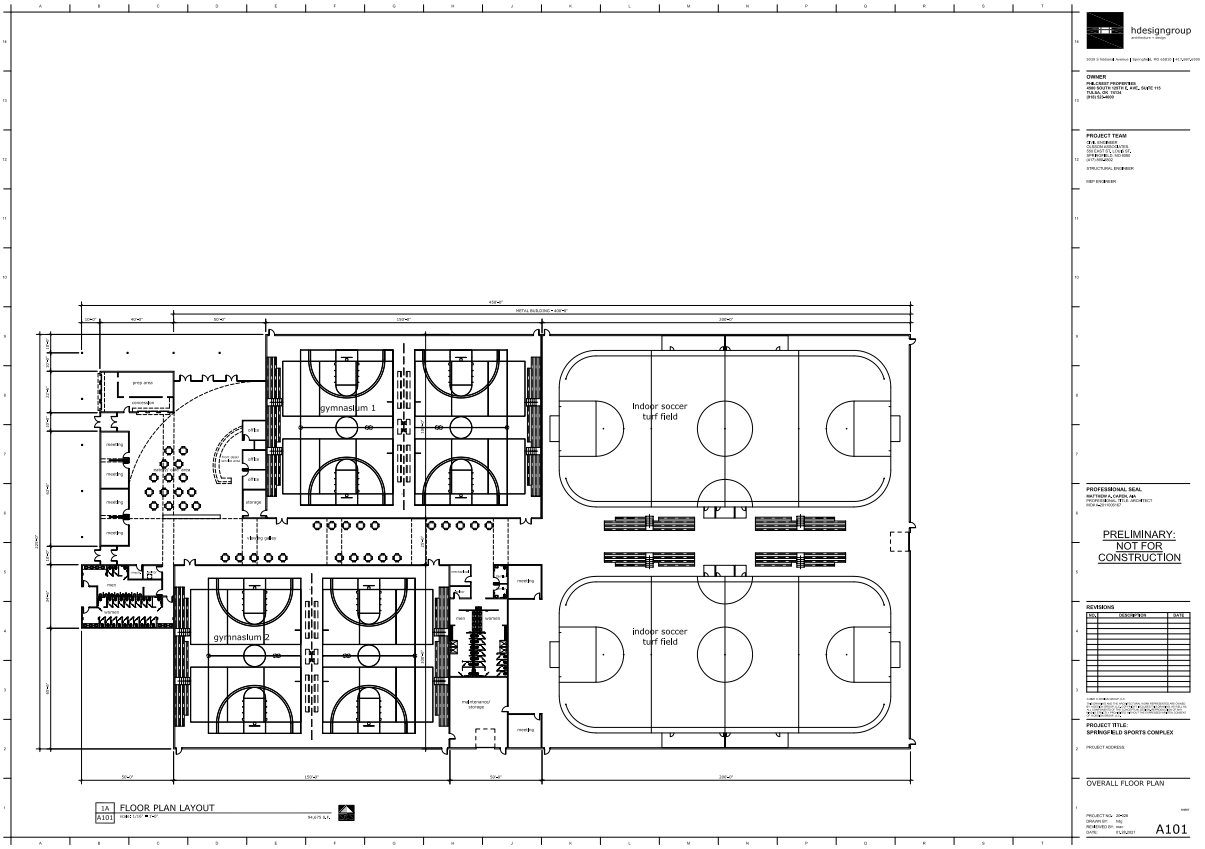
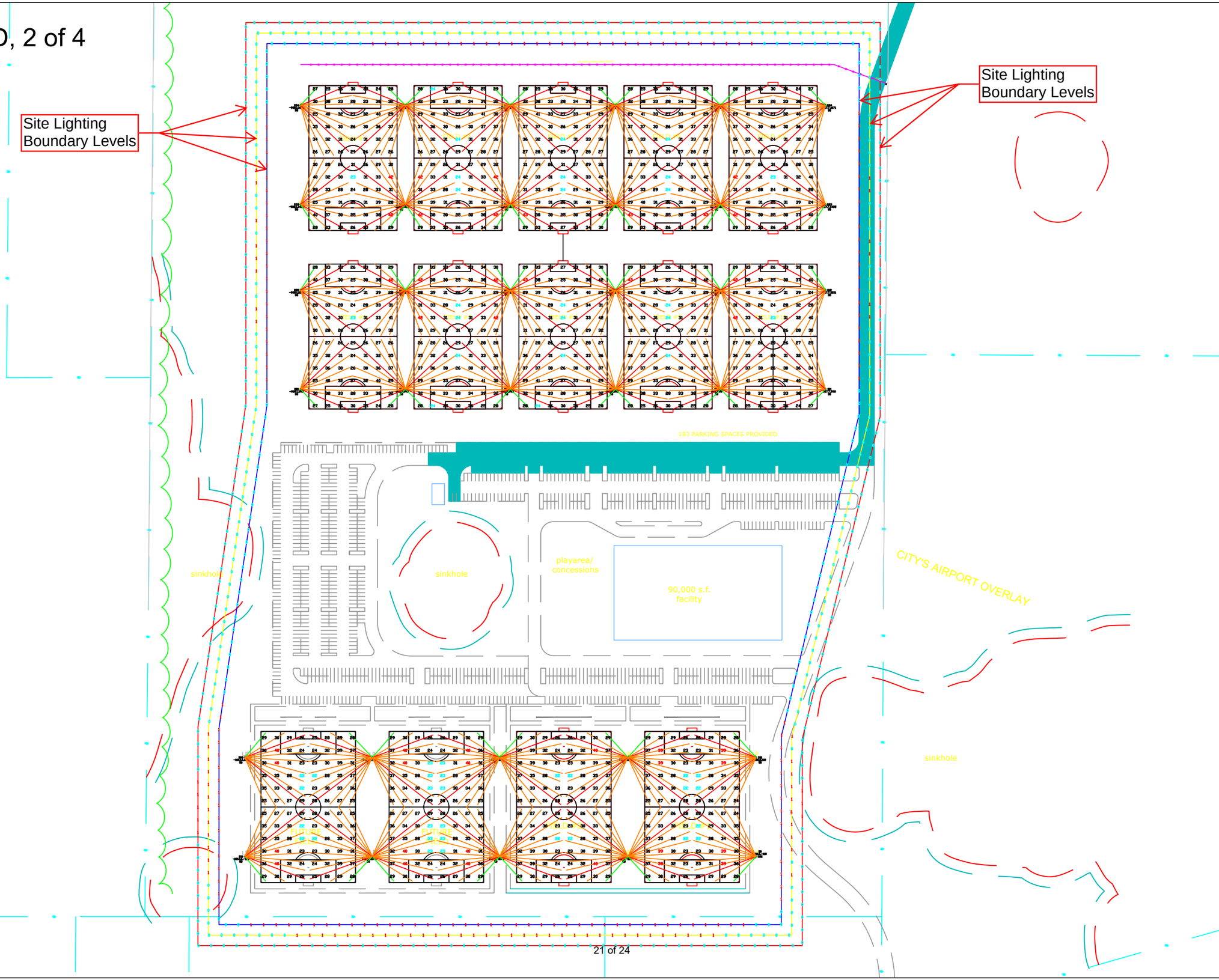


Exhibit D, 2 of 4



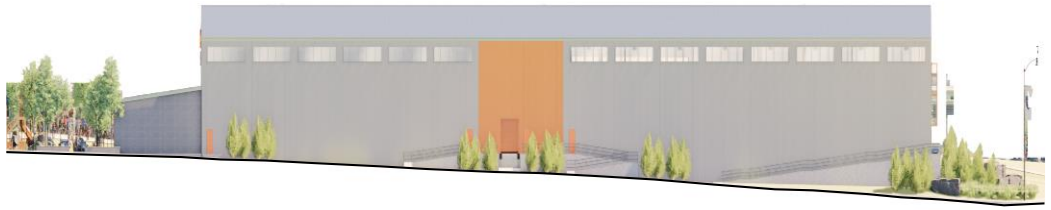
TECHLINE SPORTS LIGHTING powered by GEOSPORT

SPRINGFIELD
SOCCER COMPLEX
SPRINGFIELD, MO
SOCCER

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS.SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
4. CALCULATIONS DO NOT TAKE INTO CONSIDERATION ANY OBSTRUCTIONS OR LIGHTING POLLUTION CAUSED BY NEIGHBORING LIGHT SOURCES.

DRAWN BY:JCIE
Date:1/28/2021
SCALE:NTS
Page:1 of 2
Dwg #:21-2307

north elevation



south elevation

hdesigngroup | SPRINGFIELD SPORTS COMPLEX

elevations - nts

{2246534;5}

Exhibit D, page 4 of 4

west elevation

east elevation

hdesigngroup | SPRINGFIELD SPORTS COMPLEX

elevations - nts

{2246534;5}

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
057

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41080	20	73020	508570	000000	00000	1,375,000	West Chestnut Private Athletic Complex - SGF Sports LLC
41040	20	73020	508570	000000	00000	375,000	West Chestnut Private Athletic Complex - SGF Sports LLC
40051	20	73020	508570	000000	00000	250,000	West Chestnut Private Athletic Complex - SGF Sports LLC
40056	20	73020	508570	000000	00000	100,000	West Chestnut Private Athletic Complex - SGF Sports LLC
Net Expenditure Adjustment						2,100,000	

Fund Balance Appropriation:

Fund		Title	Amount
41080		1/4-Cent Capital Imp. Sales Tax	(1,375,000)
41040		1/4-Cent Capital Imp. Sales Tax	(375,000)
40051		1/8-Cent Transportation Sales Tax	(250,000)
40056		1/8-Cent Transportation Sales Tax	(100,000)

Explanation: To amend the FY2020-21 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax ($1,750,000) and the 1/8-Cent Transportation Sales Tax ($350,000) for a Private Athletic Complex on West Chestnut Expressway per the terms of a developer's agreement with SGF Sports LLC.

Requested By:

Dan Smith 2/18/21
Department Head Date

Approved By:

2/18/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-048
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 02-16-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 045 GENERAL ORDINANCE _____

AN ORDINANCE

DECLARING the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

WHEREAS, City Council passed General Ordinance 6564 which adopted a modified version of the 2018 International Residential Building Code and established certain deadlines for City staff to seek stakeholder input and make recommendations regarding minor deletions or amendments to the Code adopted; and

WHEREAS, the City recently hired a new Director of Building Development Services who will be critical in facilitating stakeholder input and staff recommendations; and

WHEREAS, the Springfield City Council Priorities calls for Building Development Services' time to be focused on: stricter enforcement of nuisance violations, improving the efficiency and value of the development process, and addressing chronic nuisance properties in Springfield's neighborhoods; and

WHEREAS, delaying consideration of the residential energy efficiency code update by one year will allow the new director and Building Development Services staff to apply a more focused attention this year on those key development, crime, and neighborhood City Council priorities.

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

Section 1 – City Council hereby declares its intent to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023. No

later than February 1, 2022, City staff shall meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions to the 2018 or 2021 Code should be adopted at the time the Code is adopted. City staff shall present a report on stakeholder input and staff's recommendations to City Council no later than June 30, 2022.

Section 2 – City Council hereby repeals Section 3 of General Ordinance 6564. All other provisions of General Ordinance 6564 remain in effect.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 045

FILED: 02-16-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To declare the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and to repeal Section 3 of General Ordinance 6564.

BACKGROUND INFORMATION: On November 18, 2019, City Council passed General Ordinance 6564 which adopted the 2018 International Residential Building Code with certain deletions and amendments. Additionally, Section 3 of General Ordinance 6564 declared the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2022, and established certain deadlines for staff to meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions should be made to the Code adopted and to present a report to City Council regarding stakeholder input and staff recommendations.

The City recently hired a new Director of Building Development Services ("BDS") who will be critical in facilitating stakeholder input and staff recommendations. The Springfield City Council Priorities document addresses a variety of needs that involve BDS including: stricter enforcement of nuisance violations, improving the efficiency and value of the development process, and addressing chronic nuisance properties in Springfield's neighborhoods. The review of residential energy efficiency code provisions will likely consume a significant amount of time. By delaying this review by one year, the new director and BDS staff can apply a more focused attention this year on those City Council Priority items that have plagued Springfield for some time.

This bill would set new deadlines related to the International Residential Building Code and repeal Section 3 of General Ordinance 6564, which established the existing deadlines. All other provisions in General Ordinance 6564 would remain in effect.

REMARKS: Councilman Ollis requested this Council Bill.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 7
Filed: 03-02-21

Sponsored by: Ferguson

COUNCIL BILL 2021- 050 RESOLUTION _____

A RESOLUTION

APPROVING the use of funds from the Minor Neighborhood Improvement Program in the amount of $13,300 for lighting improvements along the walking track on the School-Park side of Lafayette Park (Zone 1).

_____

WHEREAS, the City has established a program for minor public improvements within each Council Zone for projects suggested by those residents and the respective Councilmembers; and

WHEREAS, numerous citizen complaints have requested safety and security relief from lack of lighting along the walking track on the School-Park side of Lafayette Park (Zone 1); and

WHEREAS, Zone 1 Councilmember Phyllis Ferguson has indicated her support for the allocation of funds for lighting improvements along the walking track on the School-Park side of Lafayette Park.

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

Section 1 – City Council hereby approves the allocation of funds from the Minor Neighborhood Improvement Program in the amount of $13,300 to support installation and construction of improved lighting improvements along the walking track on the School-Park side of Lafayette Park.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-050

FILED: 03-02-21

ORIGINATING DEPARTMENT: Parks

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of $13,300 for lighting improvements along the walking track on the School-Park side of Lafayette Park (Zone 1).

BACKGROUND INFORMATION: The project was generated by service requests for lighting along the walking track on the School-Park side of Lafayette Park to improve the safety, security and well-being of park users and neighbors in this region. These improvements will also increase the usability of this amenity within the park and provide that side of the park with increased after-hours light levels at this location. Please see attached Exhibits "A" and "B", which are incorporated herein by reference.

The base bid for this project is $53,201 - which includes eight, 18-ft poles, that will match the existing Charleston-style type of light fixtures already in place at this historic park site. The overall cost for this project will be shared by the City contributing up to $13,300, Zone 1 contributing up to $13,300 as set-out in this Council Bill, and Parks contributing up to $26,601.

Zone 1 Councilmember Phyllis Ferguson has indicated support for funding $13,300 towards this project from the Minor Neighborhood Improvement Program (Zone 1 Pothole Funds). The current balance of the Zone 1 account is $48,402. If this project is approved for Zone 1 funding, the revised Zone 1 account balance will be $35,102.

This project has the support of the Woodland Heights Neighborhood Association and supports the following City Council Priorities:

- Public Safety,
- Economic Vitality, and
- Quality of Place

REMARKS: Parks recommends approval of this Council Resolution.

Submitted by:

Miles Park

Miles Park, Assistant Director of Parks

Recommended by:

Bob Belote, Director of Parks

Approved by:

Jason Gage, City Manager

Exhibit A

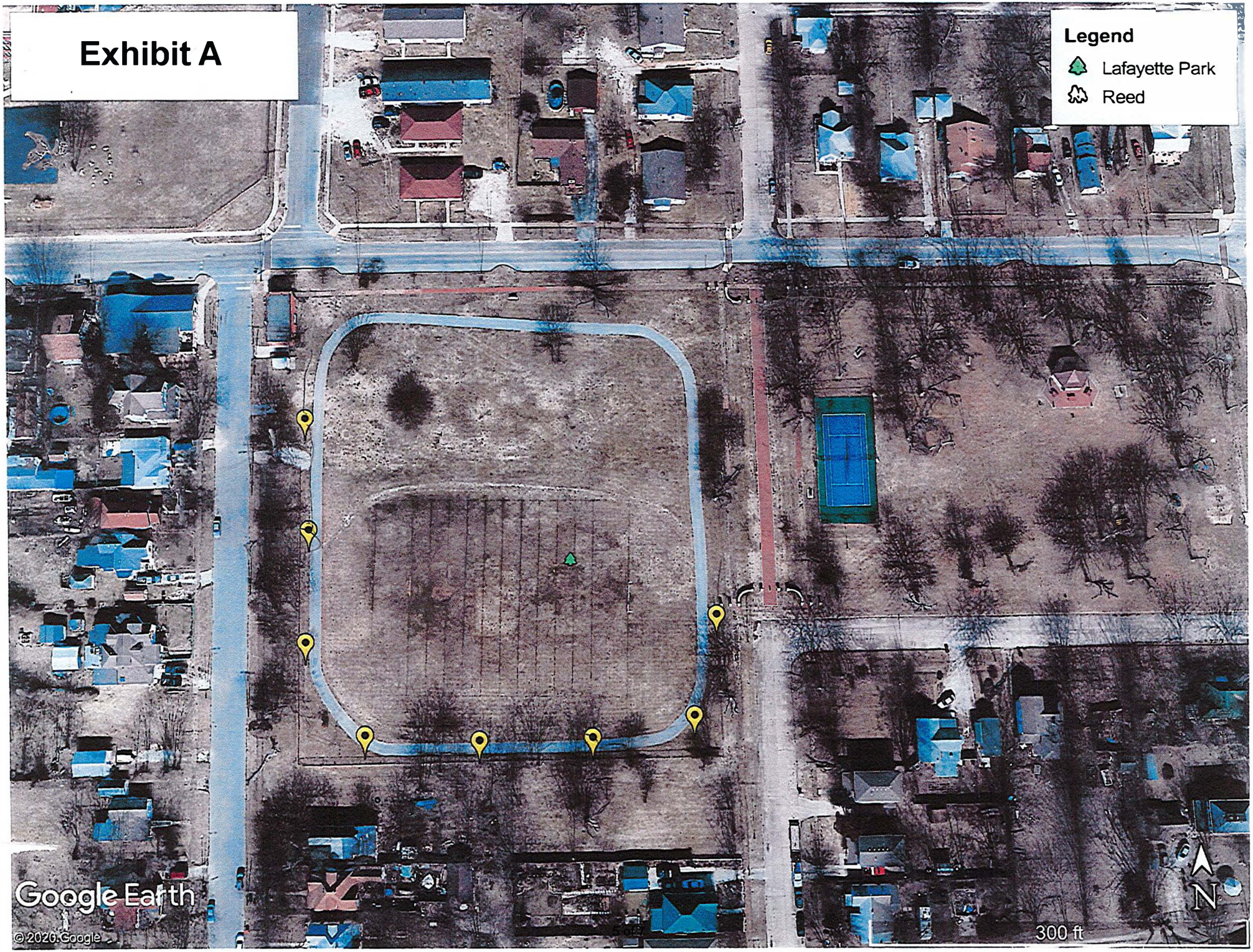
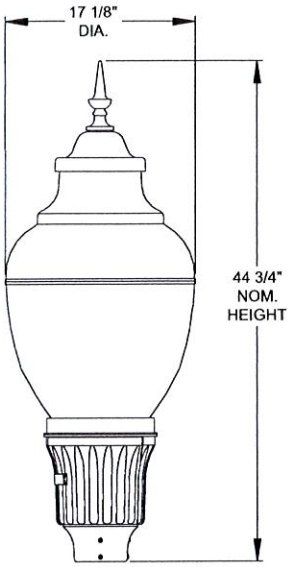
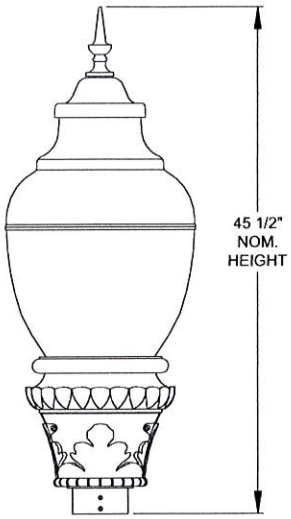

Legend
Lafayette Park
Reed
Google Earth
© 2020 Google
300 ft
N

Exhibit B

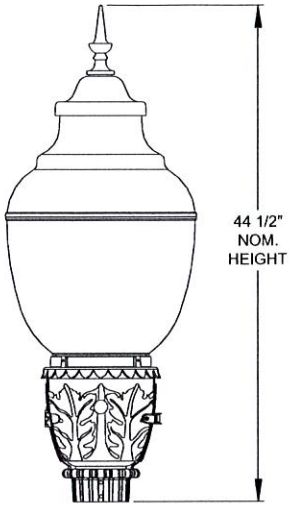
DIMENSIONS



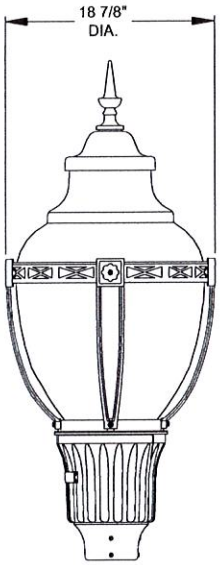
Modern Style,
Hinged Door
(MS)



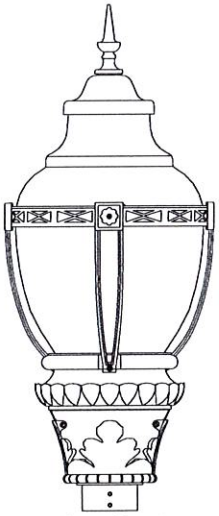
State Street
Style
(STS)



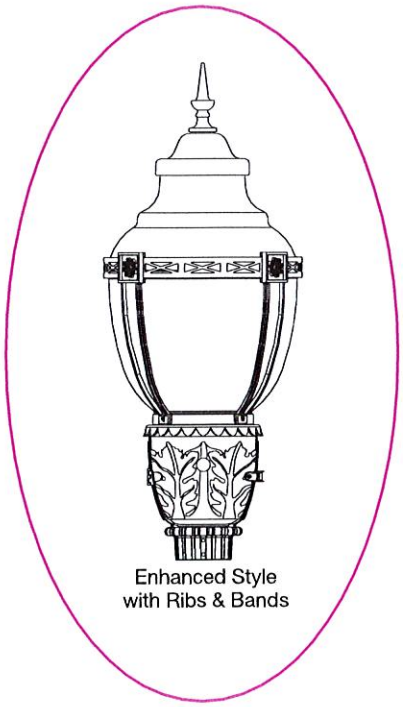
Enhanced Style,
Hinged Door
(EN)



Modern Style
with Ribs & Bands

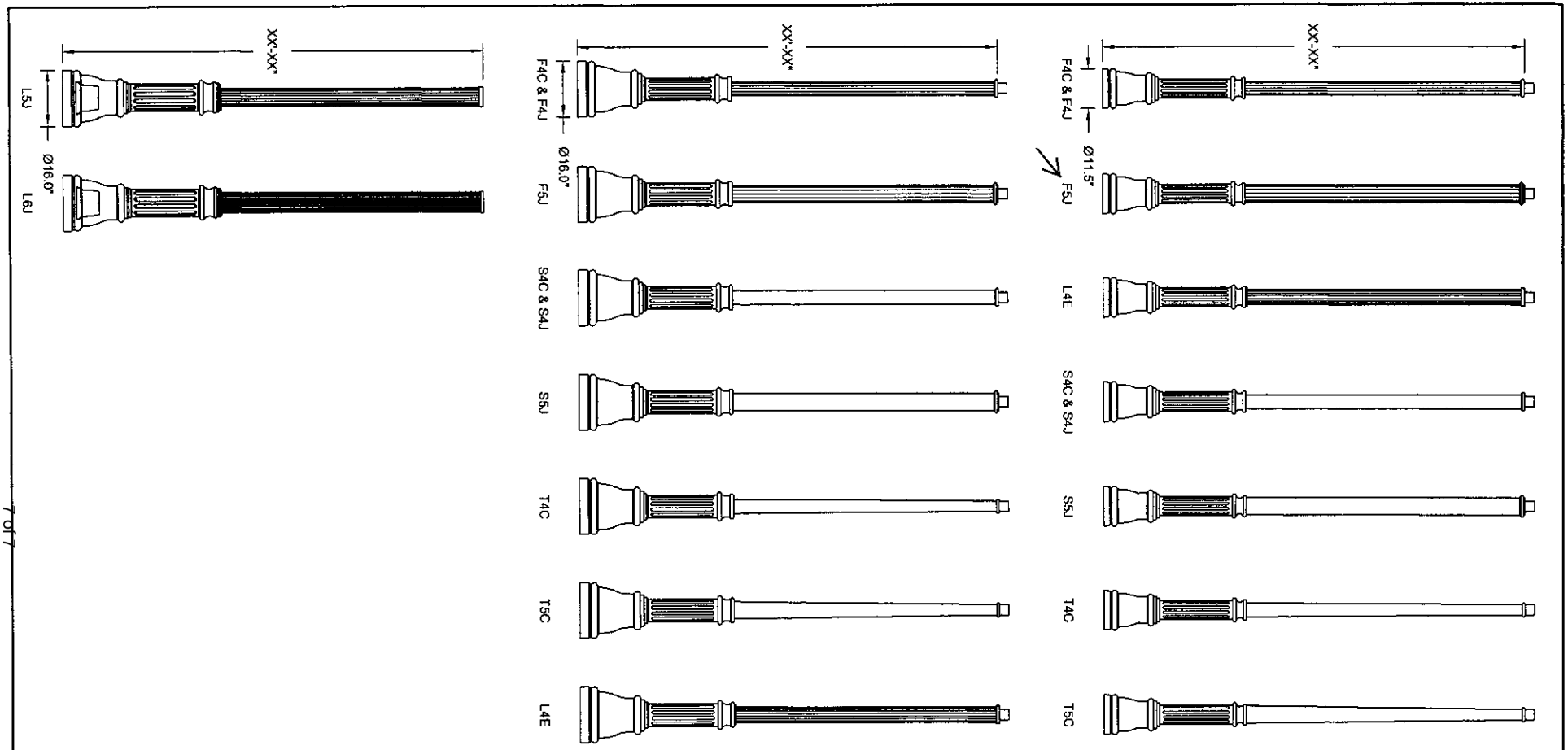


State Street
with Ribs & Bands



Enhanced Style
with Ribs & Bands

© 2020 Acuity Brands Lighting, Inc. All rights reserved. Rev. 11/30/20 Specifications subject to change without notice.



ORDER #:	THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.		Architectural Outdoor	CHARLESTON™ Aluminum Pole
TYPE:				
DRAWN: MAB				
DATE: 11/14/18				
DWG #: POL_CHA				

One-rdg. X
P. Hrngs. _____
Pgs. 17
Filed: 03-02-21

Sponsored by: McGull

COUNCIL BILL 2021- 051 RESOLUTION _____

RESOLUTION

GRANTING a Short-Term Rental Type 2 Permit for the property located at 726 North Prospect Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

WHEREAS, the owner of the property located at 726 North Prospect Avenue has applied for a Short-Term Rental ("STR") Type 2 Permit; and

WHEREAS, Section 36-473 of the Land Development Code requires STR Type 2 applicants to obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the property to be permitted on a block face with fewer than four residential structures unless an appeal is granted by City Council; and

WHEREAS, if the signatures of fifty-five percent of the neighboring property owners cannot be secured, City Council may, by resolution, grant the STR Type 2 permit; and

WHEREAS, the owner of the property located at 726 North Prospect Avenue has obtained zero signatures of the four adjacent property owners, zero percent of the neighboring properties.

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

Section 1 – City Council hereby grants the applicant a Short-Term Rental Type 2 Permit for the property located at 726 North Prospect Avenue. The granting of the Permit is expressly subject to compliance with General Ordinance 6497, Section 36-473 of the Land Development Code, and any other applicable provisions of City Code.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 052

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 726 North Prospect Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION:

The property owner has applied for a Short-Term Rental ("STR") Type 2 license and STR Type 2 permit to establish a Short-Term Rental Type 2 at 726 North Prospect Avenue. Section 36-473 of the Zoning Ordinance requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. The neighborhood meeting requirement is waived at this time due to the Mayor's Proclamation of Civil Emergency (COVID-19), but neighbors were still encouraged to submit comments.

If the signatures of at least fifty-five percent of neighboring property owners cannot be secured the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant received signatures for two adjacent properties, but neither signee was a property owner. The applicant has not obtained any signatures of the four adjacent property owners, resulting in zero percent consent as shown on Exhibit C.

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the March 8th City Council meeting.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.

Submitted by:

R. Daniel Neal

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Applicant's Appeal Letter
Exhibit B, Affidavit of Neighborhood Notification
Exhibit C, Adjacent Owner Consent Affidavit Form
Exhibit D, Comment Cards and Other Neighborhood Correspondence

Exhibit A

Samuel Drysdale

PO Box 8222

Springfield, Mo 65801

City Council,

We have attempted to obtain a license to operate a short term rental at the address of 726 N Prospect. After mailing 67 letters we received one phone call from Kenneth Thomas in the 800 block of N Prospect and answered his questions. We went to each homeowners door adjacent to our property, 2 of which are vacant. We received two signatures but even though they said they were the owner of the property, the names do not match the names given to us by the city. The owner of 734 N Prospect is held in a trust fund and we were unable to locate a phone number or locate any method of contacting the owner. The Y Gardens complex at 1255 E Chestnut Expy is owned by Wilhoit. We called the manager and was told to email the documents for signature which I did and received no response. I made an in person visit to their office and the person who needed to sign was out of town. I left the paperwork and was told they would sign and return the documents but I received nothing back.

Being unable to complete the steps outlined by the city of Springfield for operation of a short term rental we are requesting an appeal. Thank you for the time and consideration.

Samuel and Carla Drysdale

Owners 726 N Prospect

Application for Short-Term Rental Type 2

****eCity INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Fill out the Short-Term Rental Business License Form and submit to the Licensing Office.
2. Wait for Planning staff to send a follow-up email, verifying the property's eligibility.

Case No.	PLN2020-00224
Date Filed	
Received By	
Receipt No.	

Fee Amount: $390*

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

Property Address: 726 N. Prospect, Springfield, Mo 65802

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

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Sam+Carla Drysdale

If corporation: Corporate Official: DACES

Mailing Address: PO Box 8222, Springfield Mo

Zip Code: 65801 Phone: 417 848 0719

E-mail: nancyrose@sbcglobal.net

PROPERTY OWNER'S SIGNATURE:

Carla Drysdale

(Corporate Seal)

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

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

*Fees are non-refundable

Exhibit B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.
2. Meeting Date & Time: —
3. Meeting Location: —
4. Number of invitations that were sent: 67
5. Number of neighbors in attendance (attach a sign-in sheet): waived meeting (COVID)
6. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the owner/operator must explain why the issues cannot be resolved.)

   We received 1 phone call from ~~Thomas~~ Thomas -417-987-6935 in the 800 Block of N. Prospect. He didn't understand & I explained what a short term rental was. He had no objections His concern was squatters who damage property in the area - we advised we had not experienced that issue, and we inspect the property regularly.

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

   no written comments received

I, Carla Drysdale (*print name*), attest that the neighborhood meeting was ~~held on~~ waived (*month/date/year*), in accordance with the attached "Neighborhood Notification and Meeting Process."

Carla J Drysdale
Signature of person completing affidavit

Carla J Drysdale
Printed name of person completing affidavit

Exhibit C

CITY OF Springfield

SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **726 North Prospect Avenue**

STATE OF Missouri)

COUNTY OF ~~Greene~~ Webster)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-472(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Signature of Owner/Operator

Samuel H. Drysdale
Typed or Printed Name

ATTEST:

owner
Title

Corporate Secretary
(If no seal)

DACKS LLC
Name of Company or Organization
(If Applicable)

Subscribed and sworn to before me a notary public on this 8th day of February, 2021.

NICOLE CAMPBELL-FOLEY
Notary Public, Notary Seal
State of Missouri
Webster County
Commission # 13740615
My Commission Expires 03-07-2023

Notary Public

My Commission expires: 3/7/2023

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **726 North Prospect Avenue**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1. Address of Adjacent Residential Property: 1314 E BROWER ST

Nancy E. Bowers

Owner(s) of Record (Typed or Printed)

Nancy E Bowers

Signature(s) of Owners

NOT OWNER

Title

Robert THOMPSON.

2. Address of Adjacent Residential Property: 734 N PROSPECT AVE

Richard C. Thompson (Manager) Bob Thompson

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

NOT OWNER

Title

3. Address of Adjacent Residential Property: 722 N PROSPECT AVE

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

****The City does NOT guarantee the accuracy of the Greene County Assessor property list.**

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **726 North Prospect Avenue**

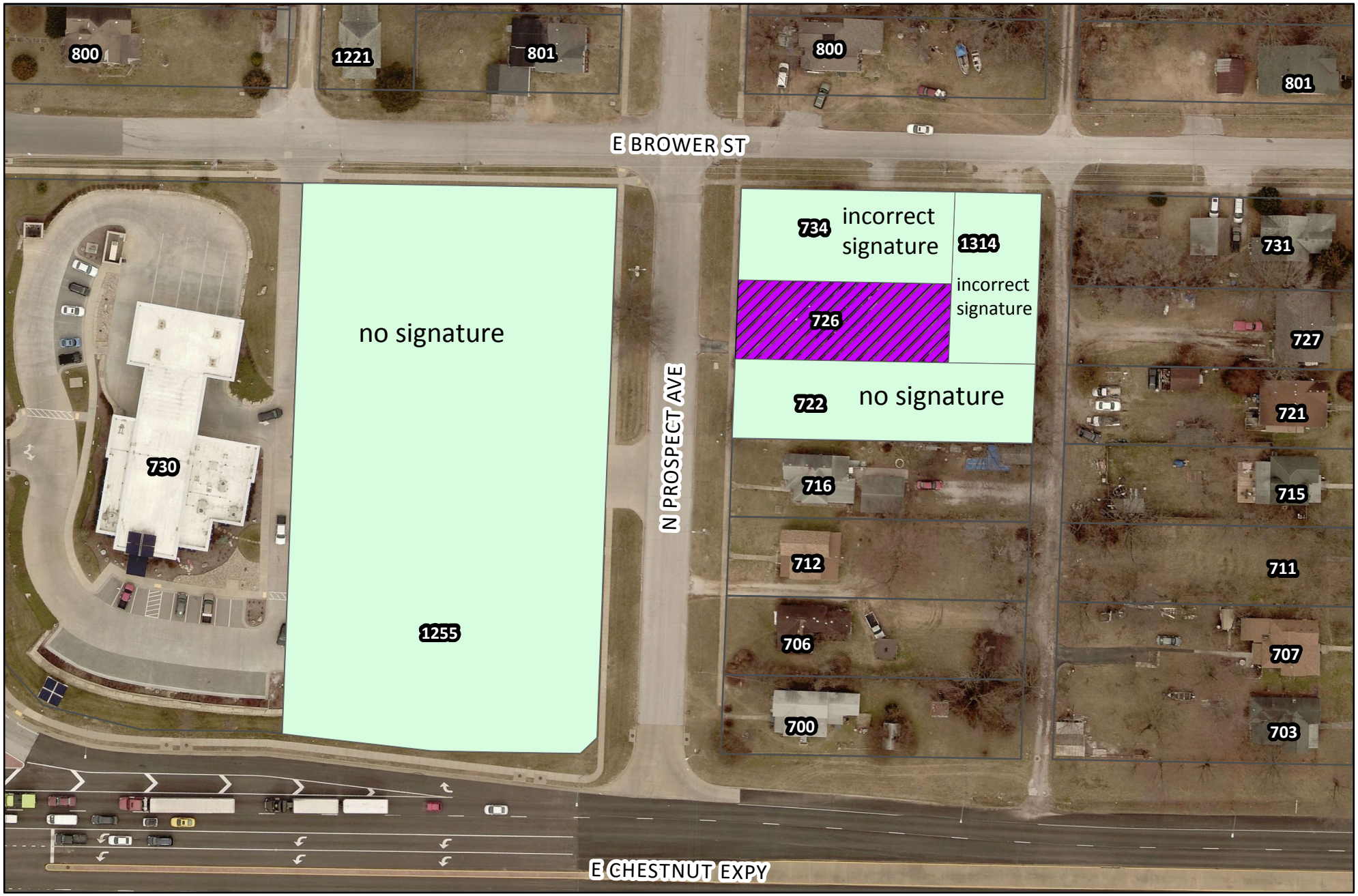
If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 1255 E CHESTNUT EXPY _____ Owner(s) of Record (Typed or Printed) _____ Signature(s) of Owners _____ Title
5.	Address of Adjacent Residential Property: _____ _____ Owner(s) of Record (Typed or Printed) _____ Signature(s) of Owners _____ Title
6.	Address of Adjacent Residential Property: _____ _____ Owner(s) of Record (Typed or Printed) _____ Signature(s) of Owners _____ Title

****The City does NOT guarantee the accuracy of the Greene County Assessor property list.**

Adjacent Property



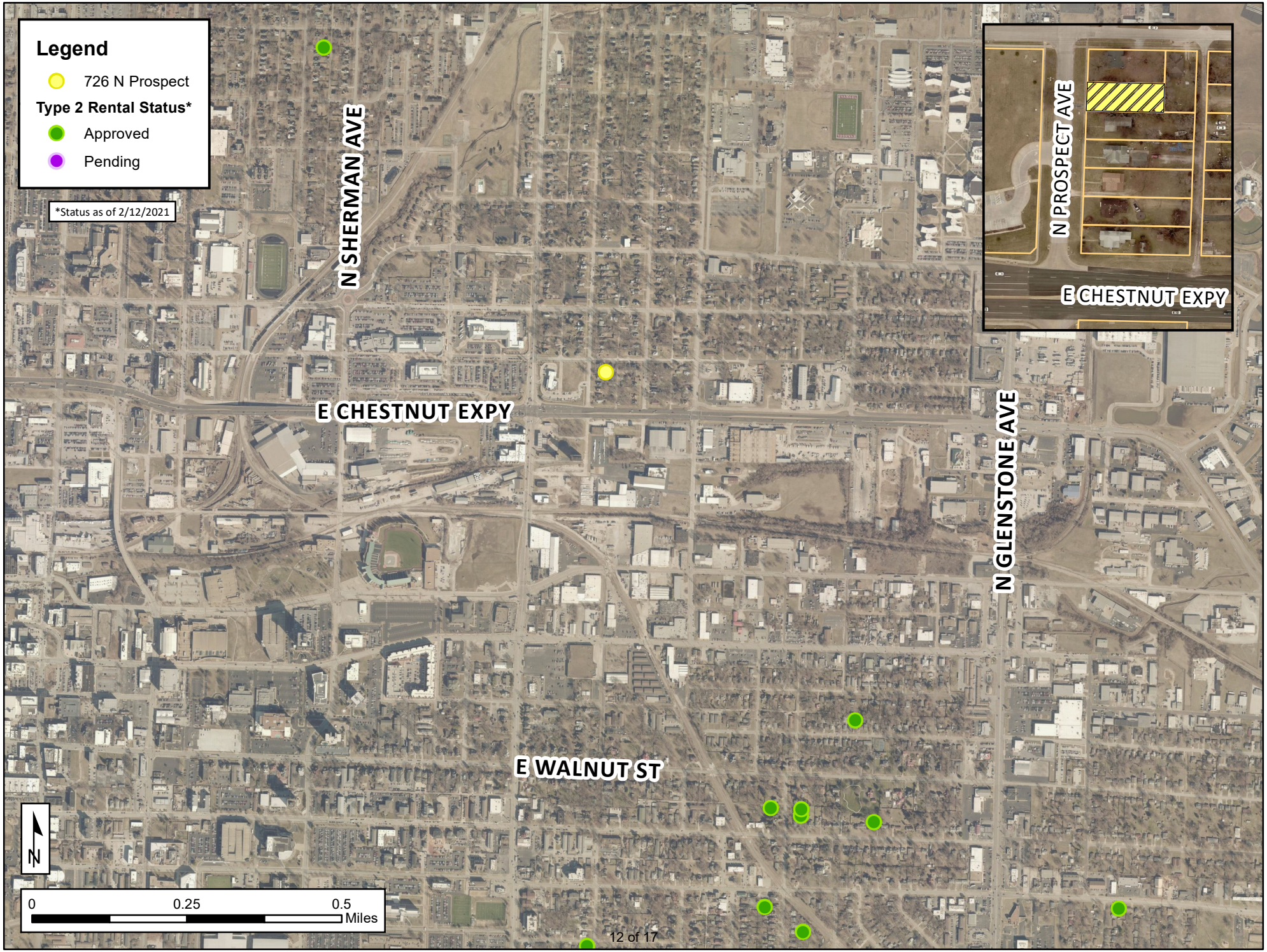
CITY OF Springfield

0 20 40 80 120 160 Feet

SCALE: 1:995

11-15-17

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.


Legend
726 N Prospect
Type 2 Rental Status*
Approved
Pending
*Status as of 2/12/2021
N SHERMAN AVE
E CHESTNUT EXPY
N GLENSTONE AVE
E WALNUT ST
N PROSPECT AVE
E CHESTNUT EXPY
N
0
0.25
0.5
Miles

AFFIDAVIT OF SIGN POSTING

Attach photo here

sent by email

(sign lettering must be legible in photo)

I, Carla/Sam Drysdale *(print name of owner, agent, attorney)*, attest that the above sign was posted ~~10 days before the public hearing on~~ _____ *(month/day/year)* and in accordance with the given posting requirements. posted

Carla Drysdale
Signature of person completing sign posting

Carla J Drysdale
Printed name of person completing sign posting

Neighborhood Meeting
Dye 2 Short-Term Rental
MEETING WAIVED:
PLEASE
SUBMIT COMMENTS

Neighborhood Meeting
Type 2 Short-Term Rental
MEETING WAIVED:
PLEASE
SUBMIT COMMENTS
Contact Name: Carla Drysdale
Contact Telephone No.: (417) 848-0719
Contact E-Mail: nancyrose@sbcglobal.net
City of Springfield

NEW

City of Springfield, Missouri
Short-Term Rental Intake Form

BUS LIC/PERMIT# BUS2020-01235 DATE: NOV 09 2020 LIC PERSONNEL: STEPHANIE PEARCE

rcvd

1. Owner(s) Name: OACKS LLC

   Owner(s) Address: PO BOX 8222 SPFD MO 65801

   Phone: 417-848-0719 E-Mail: nancyrose@sbcglobal.net

   Short-Term Rental Address: 726 N. Prospect

2. Operators name, address, e-mail, and phone if different: Carla J. Drysdale
   1604 E WOOD OAKS SPRINGFIELD MO 65804

3. ____ Type 1 (owner occupied; R-SF or R-TH; no more than 95 rental days).

   X Type 2 (non-owner occupied or owner occupied; R-SF or R-TH unlimited rental days).

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

   Unit _____ Unit _____

4. Are guests housed in the primary structure or a historic carriage house (built before January 1, 1940)?

   X Primary Structure ____ Historic Carriage House

5. Krystal Sam Drysdale — Owner/Operator

   Signature

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

PLANNING and DEVELOPMENT

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

PLN: 2020-00224

BUILDING DEVELOPMENT SERVICES

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

BLDC: _____

Planning Personnel: _____ Date: _____ BDS Personnel: _____ Date: _____

Comments: _____

Exhibit D

From: outlook_323FF8B6C0453D7D@outlook.com
To: Zoning@springfieldmo.gov
Subject: Short-Term Rental Application 726 N. Prospect
Date: Monday, December 21, 2020 2:57:54 PM

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

Hello –
My name is Luci March, I own the 816 N. Prospect property. This email is responding to the STR Neighborhood Notice and Comment Card/Notice I received re: 726 N. Prospect short-term rental.

I have no issues with this property becoming a short-term rental unit.

Thank you
Luci March
12-21-2020
417-887-1653

Sent from Mail for Windows 10

One-rdg. X
P. Hrngs. _____
Pgs. 5
Filed: 03-02-21

Sponsored by: City Council

COUNCIL BILL 2021- 052 RESOLUTION _____

A RESOLUTION

CREATING the Mayor's Initiative on Equity and Equality; setting the charge for said Initiative; and establishing its membership.

WHEREAS, the actions on May 25, 2020, by police officers in Minneapolis, Minnesota, that caused the death of George Floyd, were intolerable and caused Springfield city leaders to reflect upon the dignity of all persons, the value of life and, especially, our responsibility as a local government; and

WHEREAS, the City of Springfield is focusing on addressing the issues of racism and promotion of diversity, equity, and inclusion; and

WHEREAS, this catalyst event compelled Springfield, like many communities around the country, to reflect and to commit to positive and needed change and to commit with our words and actions; and

WHEREAS, City Council unanimously passed formal Resolution 10510 on June 1, 2020, authored by City Manager Jason Gage, who acknowledged and highlighted the situation and served as a catalyst for community action; and

WHEREAS, the Springfield Police Department took immediate action and published a website called "Where We Stand" detailing the policies, procedures, and practices of our local police force; and

WHEREAS, the Mayor and City Council believe it is a top priority in our community to address systemic racism and prejudice; and

WHEREAS, the Mayor and City Council believe that it is beneficial to <u>all</u> Springfieldians, including those who live here, those who visit, and those who do business here, to ensure an equitable environment that celebrates diversity and inclusion; and

WHEREAS, it is of the utmost importance to develop guiding principles to improve equitable access to opportunities, recognizing the inherent dignity, value, and

worth of each individual.

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

Section 1 – City Council hereby affirms the creation of the Mayor's Initiative on Equity and Equality. The Initiative is charged with developing guiding principles to improve equitable access to opportunities in our community, recognizing the inherent dignity, value and worth of each individual.

Section 2 – The Initiative will complete its work considering the five pillars of change:

1) Dialogue and Understanding

2) Cultural Consciousness

3) Advocacy and Partnerships

4) Structural and Systemic Barriers

5) Personal and Organizational Accountability

Section 3 – City Council determines that it is in the interest of the City regarding these important inter-local matters to establish the Initiative with eighteen members. The Initiative will include the following members: Co-Chair Pastor Saehee Duran, Co-Chair Doug Neff, Rita Baron, Rabbi Barbara Block, Pastor Chantha Chhim, Dr. Justin Clark, Reverend Adrienne Denson-Ewell, Christian Lewis, Christa Moss, John Oke-Thomas, Mike Powers, Francine Pratt, Pastor Bob Roberts, Robin Robeson, Jeff Schrag, Jeanne Skahan, Dr. Carol Taylor, and Dr. Shurita Thomas-Tate.

Section 4 – The term of the Initiative shall be from the date of the passage of this Resolution until March 31, 2022. The Initiative shall present a written report of the guiding principles it develops to the full City Council no later than March 31, 2022.

Section 5 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-052

FILED 03-02-21

ORIGINATING DEPARTMENT: Department of Public Information & Civic Engagement; City Clerk's Office

PURPOSE: Recognizing the creation of the Mayor's Initiative on Equity and Equality

BACKGROUND INFORMATION: The actions on May 25, 2020, by police officers in Minneapolis, Minnesota, that caused the death of George Floyd were intolerable and caused Springfield city leaders to reflect upon the dignity of all persons, the value of life and especially - our responsibility as a local government. The City of Springfield is focusing on addressing the issues of racism and promotion of diversity, equity and this catalyst event compelled Springfield, like many communities around the country, to reflect and to commit to positive and needed change and to commit with our words and actions.

Resolution 10510 passed by City Council on June 1, 2020, was authored by City Manager Jason Gage, who acknowledged and highlighted the situation that served as a catalyst for community action. Springfield Police Department took immediate action and published a website called "Where We Stand" detailing the policies, procedures, and practices of our local police force.

The Mayor and City Council believe it is a top priority in our community to address systemic racism and prejudice; and that doing so is beneficial to ALL Springfieldians, including those who live here, those who visit and those who do business here, to ensure an equitable environment that celebrates diversity, equity and inclusion.

This resolution creates the Mayor's Initiative on Equity and Equality and charges the 18-member group to meet for the course of one year and to develop guiding principles to improve equitable access to opportunities, recognizing the inherent dignity, value and worth of each individual. The group is charged with doing so considering the following five pillars of change:

- Dialogue and Understanding
- Cultural Consciousness
- Advocacy and Partnerships
- Structural and Systemic Barriers
- Personal and Organizational Accountability

The members include:

Co-Chair Pastor Saehee Duran

Co-Chair Doug Neff

Rita Baron

Rabbi Barbara Block

Pastor Chantha Chhim

Dr. Justin Clark

Rev. Adrienne Denson-Ewell

Christian Lewis

Christa Moss

John Oke-Thomas

Mike Powers

Francine Pratt

Pastor Bob Roberts

Robin Robeson

Jeff Schrag

Jeanne Skahan

Carol Taylor

Dr. Shurita Thomas-Tate

Submitted and recommended by:

Cora Scott, Director of Public Information & Civic Engagement

Approved by:

Ken McClure, Mayor

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 03-02-21

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 053 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District; establishing Conditional Overlay District No. 195; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District with Conditional Overlay District No. 195; and

WHEREAS, Conditional Overlay District No. 195 shall modify the requirements of the Springfield Land Development Code Section 36-421, GR, General Retail District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District with Conditional Overlay District No. 195. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 195 which shall contain the requirements and standards provided on "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 195 shall modify the requirements of the Springfield Land Development Code Section 36-421, GR, General Retail District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

Section 3 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 053

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-1-2021/ CONDITIONAL OVERLAY DISTRICT NO. 195

The applicant is requesting to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to combine this tract with others to the north and west as part of one lot that will be final platted.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 11, 2021, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to

combine this tract with others to the north and west as part of one lot that will be final platted.

2. This application meets the intent of the GR district, which is intended for commercial uses that depend upon high visibility, generate trips throughout the community, and cater to the traveling public. These characteristics dictate that this district be located on or near the intersection of two or more arterial or higher classification streets, as noted above.

3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

4. The Conditional Overlay District will require a traffic impact study at the time of development to assure necessary improvements are made to accommodate future development.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Conditional Overlay District Provisions

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-1-2021 & CONDITIONAL OVERLAY DISTRICT NO. 195

The requirements of *Section 36-421.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A Traffic Impact Study shall be prepared at the time of development. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-1-2021 & CONDITIONAL OVERLAY DISTRICT NO. 195

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36 OF LOREN PLACE, A SUBDIVISION IN SPRINGFIELD, MISSOURI, BEING RECORDED IN BOOK FF PAGE 34 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 02°27'30" WEST, A DISTANCE OF 22.01' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED IN BOOK 2012 PAGE 12897-12 GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 87°50'29" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 341.41 FEET; THENCE NORTH 02°22'31" EAST, A DISTANCE OF 174.83 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 87°51'33" EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 341.86 FEET TO THE NORTH EAST CORNER OF SAID PARCEL, BEING ON THE WEST LINE OF SAID LOREN PLACE; THENCE SOUTH 02°27'30" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 152.93 FEET TO THE POINT OF BEGINNING. CONTAINING 59,761 SQUARE FEET OR 1.37 ACRES.

Exhibit C

Planning and Zoning Commission – February 11, 2021

Z-1-2021 w/COD #195
1720 West Grand Street
Applicant: College of the Ozarks

Mr. Hosmer stated that this is a request to rezone approximately 1.37 acres of property generally located at 1720 West Grand from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. The Growth Management and Land Use Plan Element of the Comprehensive Plan identifies the subject property as appropriate for Low-Density Housing uses. The Transportation Plan classifies Grand Street, as a primary arterial roadway, and Kansas as an Expressway roadway. A Traffic Impact Study is required at the time of development. This request would remove the current COD No. 178 requirements for a turnaround to be constructed at the end of Loren Street. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed due to the proximity to the floodplain. The applicant is proposing to combine this tract with other tracts to the north and west to create a one lot final plat. A 15 feet bufferyard Type S1 will be require along the south property with plantings and a 15 feet bufferyard Type C on the east /R-HD. 30-degree bulk plane from the R-SF district. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, owner representative will be the site of a COVID vaccine area that will be remodeled and will keep everything else as is.

Mr. Bruce Colony asked if sold.

Mr. Derek Lee noted that it has been sold and will be cleaning up the platting and zoning.

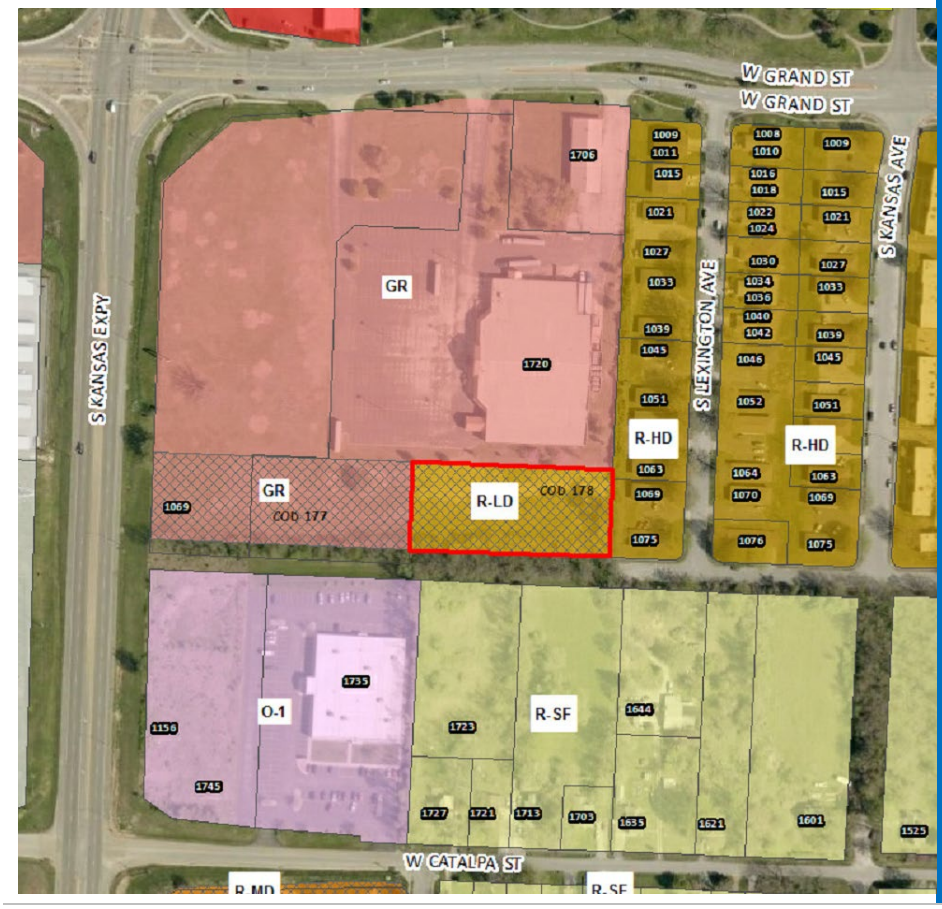
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Coltrin motioned to **approve** item Z-1-2021 w/COD #195 (1720 West Grand Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 11, 2021
CITY COUNCIL PUBLIC HEARING:	MARCH 8, 2021



CASE NUMBER:
Z-1-2021 w/Conditional Overlay District No. 195

LOCATION:
1720 W. Grand Street

ACRES:
Approximately 1.37 acres

EXISTING LAND USE:
Vacant/undeveloped

APPLICANT:
College of the Ozarks

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

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

SUMMARY OF REQUEST:

Request to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to combine this tract with others to the north and west as part of one lot that will be final platted.

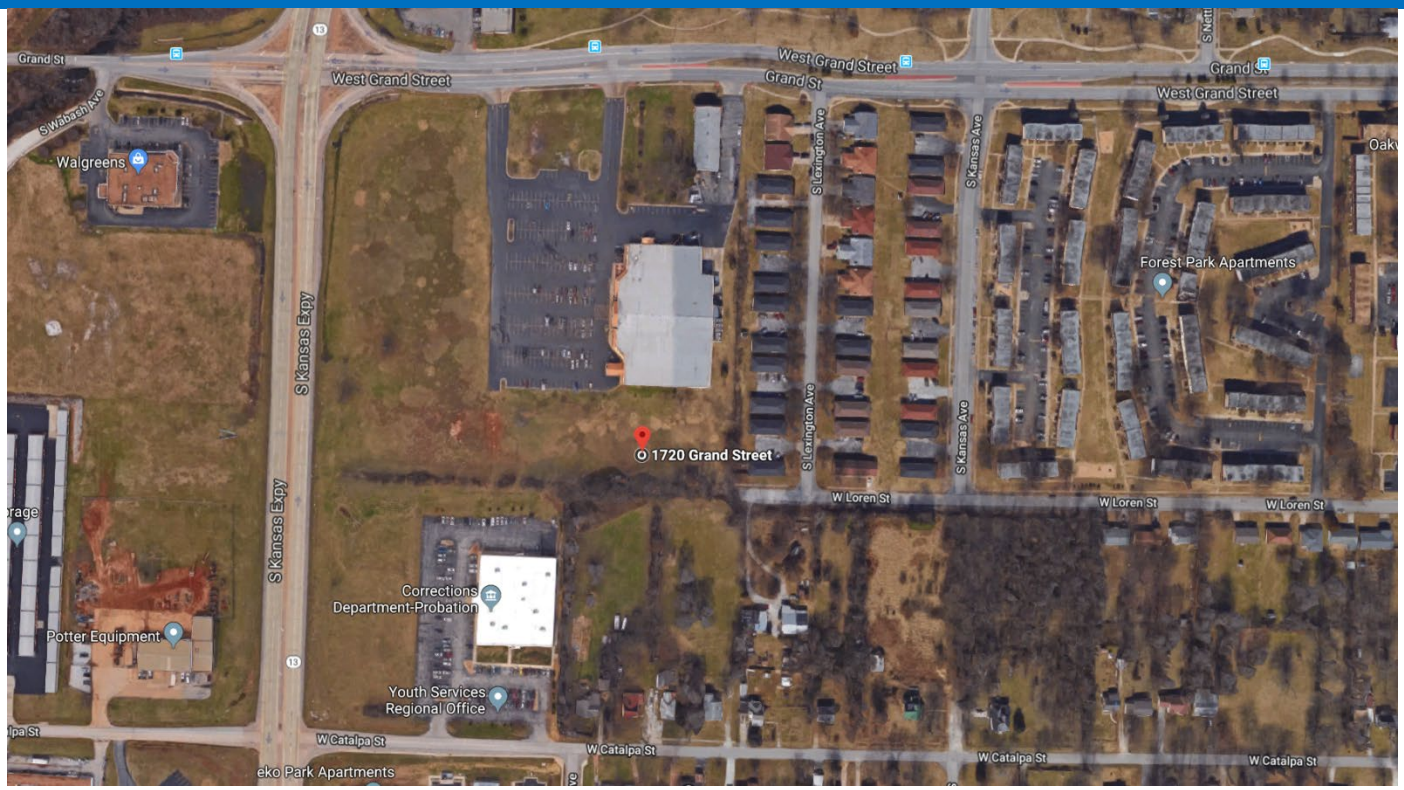
2. This application meets the intent of the GR district, which is intended for commercial uses that depend upon high visibility, generate trips throughout the community, and cater to the traveling public. These characteristics dictate that this district be located on or near the intersection of two or more arterial or higher classification streets, as noted above.

3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

4. The Conditional Overlay District will require a traffic impact study at the time of development to assure necessary improvements are made to accommodate future development.

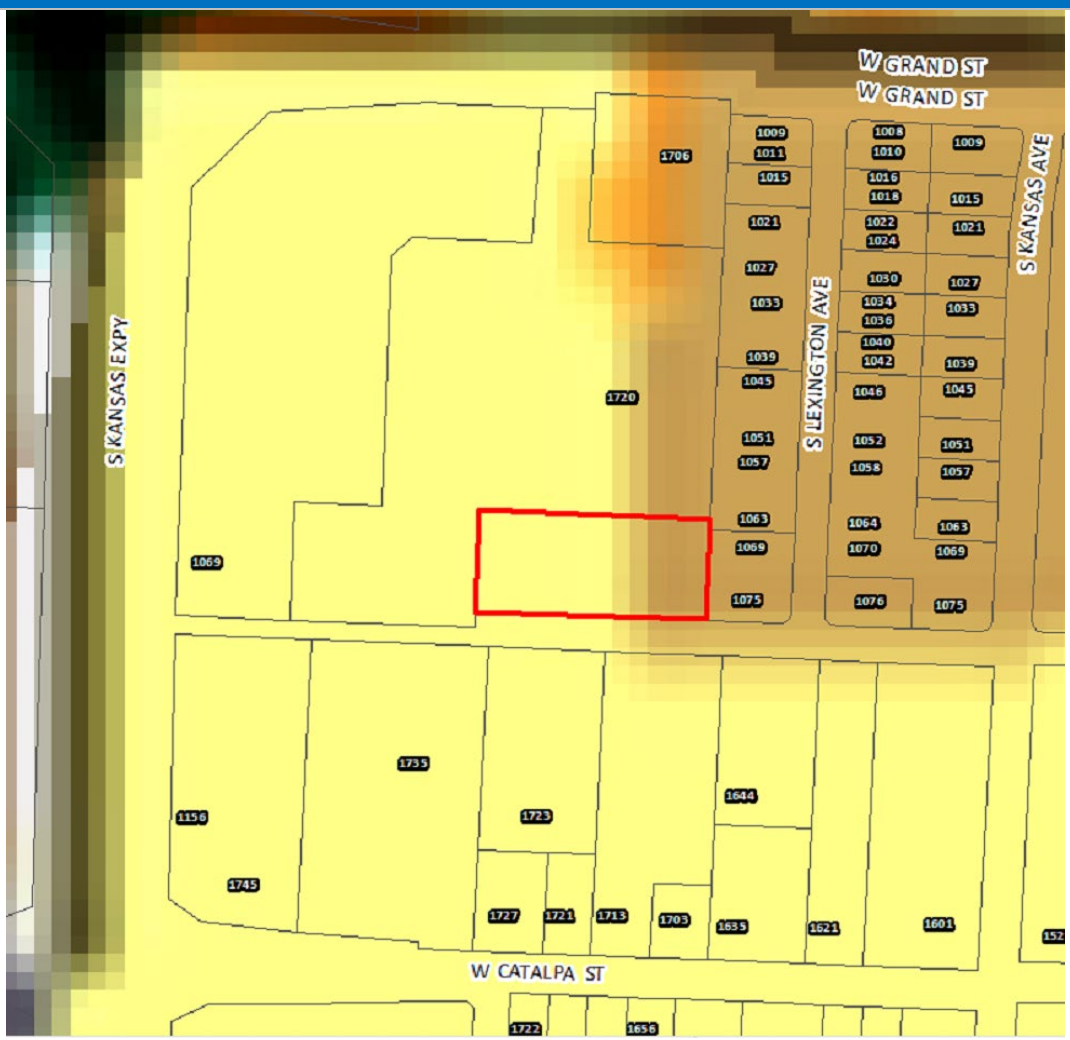
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GR	R-SF	R-HD	GR COD 177
LAND USE	Former grocery store	Single-family residential uses	Multi-family uses	Vacant/undeveloped

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

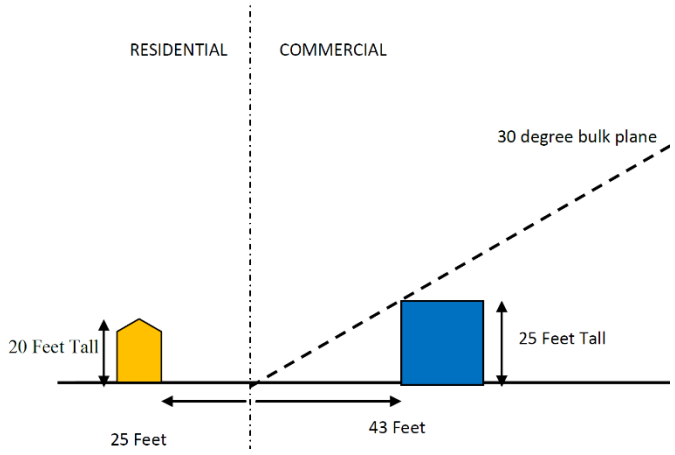
PROPERTY HISTORY:

The subject property is currently zoned R-LD, Low Density Multi-Family Residential District with Conditional Overlay District No. 178. It was rezoned from R-SF to R-LD in 2019.

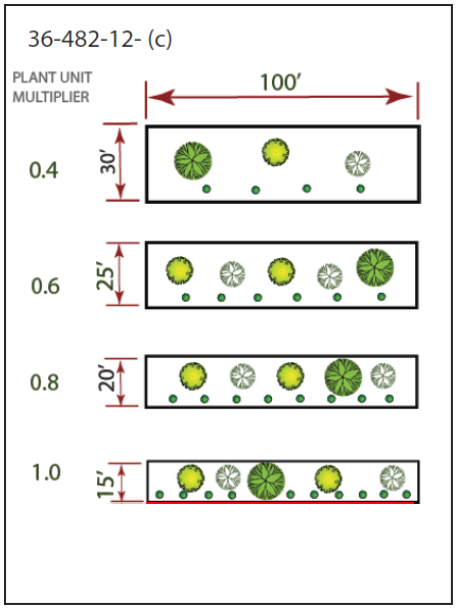
COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	*Side and rear yards:* None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE	LANDSCAPING



Bufferyard Type "C" when adjacent to R-HD



Bufferyard Type "S1" when across public street from R-SF

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium to High Density Housing and Low-Density Housing; however, much of the land to the north and west, which was also designated for Low-Density Housing as part of the *Comprehensive Plan*, has since been rezoned and developed for commercial or office uses. In addition, properties zoned GR benefit from being highly visible to the traveling public and tend to generate trips from throughout the community, making this location near the intersection of W. Grand Street and S. Kansas Expressway desirable for commercial development.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. The applicant has no plans to develop this property at this time. The property is being platted into a proposed Kansas at Grand Subdivision. The subdivision plat will combine this tract with others to the north and west into one lot.

2. The GR, General Retail District is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. These characteristics dictate that this district be located along or at the intersection of streets classified as arterial or higher. The nearest major intersection includes W. Grand Street, a primary arterial, and S. Kansas Expressway. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along S. Kansas Expressway.

3. A Traffic Impact Study was not required as part of this rezoning request; however, the proposed Conditional Overlay District will require that a Traffic Impact Study be conducted at the time of development.

4. This rezoning will remove the current COD No. 178 requirement for an approved turnaround to be constructed at the end of Loren Street.

5. The development of the property will require a bufferyard along the east property line adjacent to the R-HD, High Density Multi-Family zoning district. The normal bufferyard required between GR and multi-family zoning would be a Bufferyard "Type C" at least fifteen (15) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be one (1) canopy tree, two (2) understory trees, two (2) evergreen tree and ten (10) shrubs. A six foot tall solid wood fence is required as part of this bufferyard.

6. The development of the property will require a bufferyard along the south property line between GR and R-SF and the public street right-of-way 70 feet or less (Loren Street). The required bufferyard would be a Bufferyard "Type S1" at least fifteen (15) feet wide. Plantings required for a Type S1 bufferyard are for each one-hundred (100) linear feet, there must be at least one (1) canopy tree, one (1) understory tree and three (3) shrubs. No structures are required as part of this bufferyard.

7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 7 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES:

No issues with proposed re-zoning.

CLEAN WATER SERVICES COMMENTS:

No objection to the rezoning. Property is being replatted as one large lot.

FIRE DEPARTMENT COMMENTS:

No comments

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies S. Kansas Expressway, W. Grand Street, and W. Loren Street as an Expressway, Primary Arterial Roadway, and Local Roadway, respectively. The standard right-of-way width for S. Kansas Expressway, W. Grand Street, and W. Loren Street is 65 feet from centerline, 50 feet from centerline, and 25 feet from centerline, respectively. It does not appear that any additional right-of-way is needed along Kansas Expressway or Grand Street. Public Works is not requesting additional right-of-way for a street extension or turn around. If PD and Fire are ok with the existing conditions of Loren Street and the turnaround, there is no requirement for additional right-of-way. A survey is recommended to determine the exact amount of existing right-of-way. S. Kansas Expressway is under MODOT jurisdiction and both Grand Street and W. Loren Street are under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on S. Kansas Expressway and W. Grand Street are 38,097 vehicles per day and 8,064 vehicles per day, respectively. There are no recent traffic counts for W. Loren Street. On-street parking is not allowed along either Kansas Expressway or W. Grand Street.

DRIVEWAY ACCESS
There are currently three driveway access points to the properties in the proposed rezoning. All three existing access points are to/from W. Grand Street and are via existing cross-access easements. As a part of the requirements for the existing property to the north (required per plat), the western-most driveway access point on Grand Street nearest the intersection of Kansas Expressway is required to be closed until such time that the access point can be converted to a right-in/right-out, designed at the discretion of the Director of Public Works, or his/her designee. No additional access points will be permitted to W. Grand Street. Access is not permitted to W. Loren Street, unless the street is improved to include the necessary turnaround.

SIDEWALK
There is existing sidewalk along a majority of the property frontage of W. Grand Street. Any remaining sidewalk not existing on the property frontage is required to be constructed as a part of this proposed zoning, at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Jordan Creek Greenway Trail is just on the west side of Kansas Expressway and is accessible via new bridge improvements and intersection improvements at Kansas and Grand. There are bus stops along W. Grand Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
Based on the increase in trip generation found in Table 1 below, a Traffic Impact Study (TIS) is required for *both* tracts as part of this proposed rezoning of Tract 1 and the rezoning of Tract 2 in 2019. This TIS can be submitted either prior to the rezoning or provided at the time of development, captured in a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved, or funds escrowed, prior to issuance of a building permit/final platting of the properties.

In addition, per plat/variance requirements, the western-most access point to/from W. Grand Street, which is utilized as a cross-access point to the rezoning in question, is required to be closed, until such time that the access can be reconstructed as right-in/right-out, designed to the discretion of the Public Works Director or his/her designee. The reconstruction of this driveway does not necessarily warrant public improvement plans.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Kansas Expressway	Expressway	No	100	65
Street 2	W. Grand Street	Primary Arterial	No	Varies	50
Street 3	W. Loren Street	Local	Yes	25	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	13	16	152	N/A
***Proposed Trips Generated**	51	212	2282	N/A
Additional Trips Generated	38	196	2130	N/A

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

STORMWATER COMMENTS:

The property is in the Jordan Creek Lower Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Due to its proximity to the floodplain, a fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.

2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Which Drainage Basin?	Jordan Creek Lower Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee-in-lieu an option?	Yes

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-421., General Retail district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. A Traffic Impact Study shall be prepared at the time of development. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 03-02-21

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 054 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 448 for the purpose of authorizing an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, pursuant to Section 36-363 of the Land Development Code City Council may grant permits authorizing certain enumerated conditional uses as provided in the various zoning districts; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 11, 2021, and the Commission found that the necessary conditions existed for issuance of Conditional Use Permit No. 448 for the property located at 2420 East Blaine Street and zoned R-TH, Residential Townhouse District; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 448; and

WHEREAS, the granting of such permit is deemed proper and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 2420 East Blaine Street.

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

Section 1 – Conditional Use Permit No. 448 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 448 is granted for the purpose of permitting an adaptive reuse of a nonresidential structure to a residential use within the R-TH, Residential Townhouse District located at the property described in “Exhibit B,” which is attached

hereto and incorporated herein by this reference, and which is generally located at 2420 East Blaine Street.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 448" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances, and this Ordinance.

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 2021-054

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 448

The applicant is requesting approval of a Conditional Use Permit to convert an existing warehousing structure to multi-family units on the subject property within a R-TH District. The *Zoning Ordinance* requires a use permit in the R-TH, Residential Townhouse District for an adaptive reuse of a nonresidential structure in a residential district.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing; however, this property and structure have been used commercially since 1952.

CONDITIONS:

1. The regulations and standards listed on “Exhibit D - Attachment 3” shall govern and control the use and development of the land in Use Permit Number 448 in a manner consistent with the attached site plan (“Exhibit D - Attachment 4”).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

2. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses and currently located in residential districts, for selected nonresidential, multiple unit residential and mixed nonresidential and residential uses provided the review by the Planning and Zoning Commission and City Council determines the proposed use would not have significant adverse impacts on the surrounding neighborhood. The regulations provide opportunities to make productive use of nonresidential structures that could otherwise be a blight on the neighborhood if left vacant and are not maintained.

3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 11, 2021, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached “Exhibit A”).

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit 448
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Requirements for Conditional Use Permit 448
Attachment 3, Standards and Responses for Conditional Use Permits
Attachment 4, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 448

1. An adaptive reuse of a nonresidential structure in a residential district for multi-family residential uses, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5.

2. The adaptive reuse of a nonresidential structure in a residential district, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.

3. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.

4. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.

5. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance.

6. One indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines must be added to the site to be consistent with other new multi-family developments.

7. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by ARC. The fee must be paid prior to issuance of a building permit.

8. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 448

Webster Park Subdivision Lots 7 through 10 Block D & 17, 18 & 19 Block C, Greene County, Missouri.

Exhibit C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 448
Planning and Zoning Commission – February 11, 2021

Conditional Use Permit 448
2420 East Blaine Street
Applicant: The Lackey Building, LLC

Mr. Hosmer stated that this is a request to permit an adaptive reuse of a nonresidential structure as a residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street.

Mr. Doennig opened the public hearing.

Mr. Curtis Jared, developer and here to answer any questions.

Mr. Jerry Reynolds, citizen noted the protective covenant and does not oppose the rezoning, however the architectural blend needs to part of the existing neighborhood. Feels that the water retention off of Sunshine needs to be kept clear due to it being clogged up throughout the years and possibly under-estimated and noted that a previous owner had kept an area where the water was easily absorbed (flower garden) and not just flowing into his property. The Comprehensive Plan identifies this as an appropriate for Low Density Housing uses. The applicant is requesting a Conditional Use Permit to convert an existing warehousing structure to multi-family units in a R-TH District. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses to be repurposed as a stand-alone residential use. The Major Thoroughfare Plan classifies Blaine Street as a Collector and Patterson as a Local roadway. A Traffic Impact Study was not required as the change in use did not increase the trip generations. A fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. The Conditional Use Permit will:

- Allow the conversion an existing warehousing structure into 13 multi-family units in conformance with the site plan and 21 standards in Attachment 3 and 4.
- Require a bufferyard Type B along the RSF and RTH property line with plantings and a solid 6 ft fence.
- No signs larger than 20 sf with wall signs not more than 10% of the façade facing street.
- One indoor and one outdoor amenity listed in the Revised Multi-family Location and Design Guidelines.
- Sidewalks along the frontage of both Blaine and Pacific/ Patterson.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Michael Stalzer, stated that this is a proposed use for a 13 muti-family unit and will be using the existing foot-print.

Mr. Doennig closed the public hearing.

Mr. King Coltrin asked about the existing gravel driveway.

Mr. Daniel Neal stated that the existing gravel drive will be pavement.

COMMISSION ACTION:
Mr. Coltrin motioned to **approve** item Conditional Use Permit 448 (2420 East Blaine Street). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 11, 2021
CITY COUNCIL PUBLIC HEARING:	MARCH 8, 2021

CASE NUMBER:
Conditional Use Permit 448

LOCATION: 2420 E. Blaine Street

ACRES: Approximately 1.2 acres

EXISTING LAND USE: Warehousing and storage

APPLICANT: The Lackey Building, LLC

STAFF: Daniel Neal, Senior Planner

STAFF RECOMMENDATIONS:
Approve

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

SUMMARY OF REQUEST:

This is a request to permit an adaptive reuse of a nonresidential structure as a residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

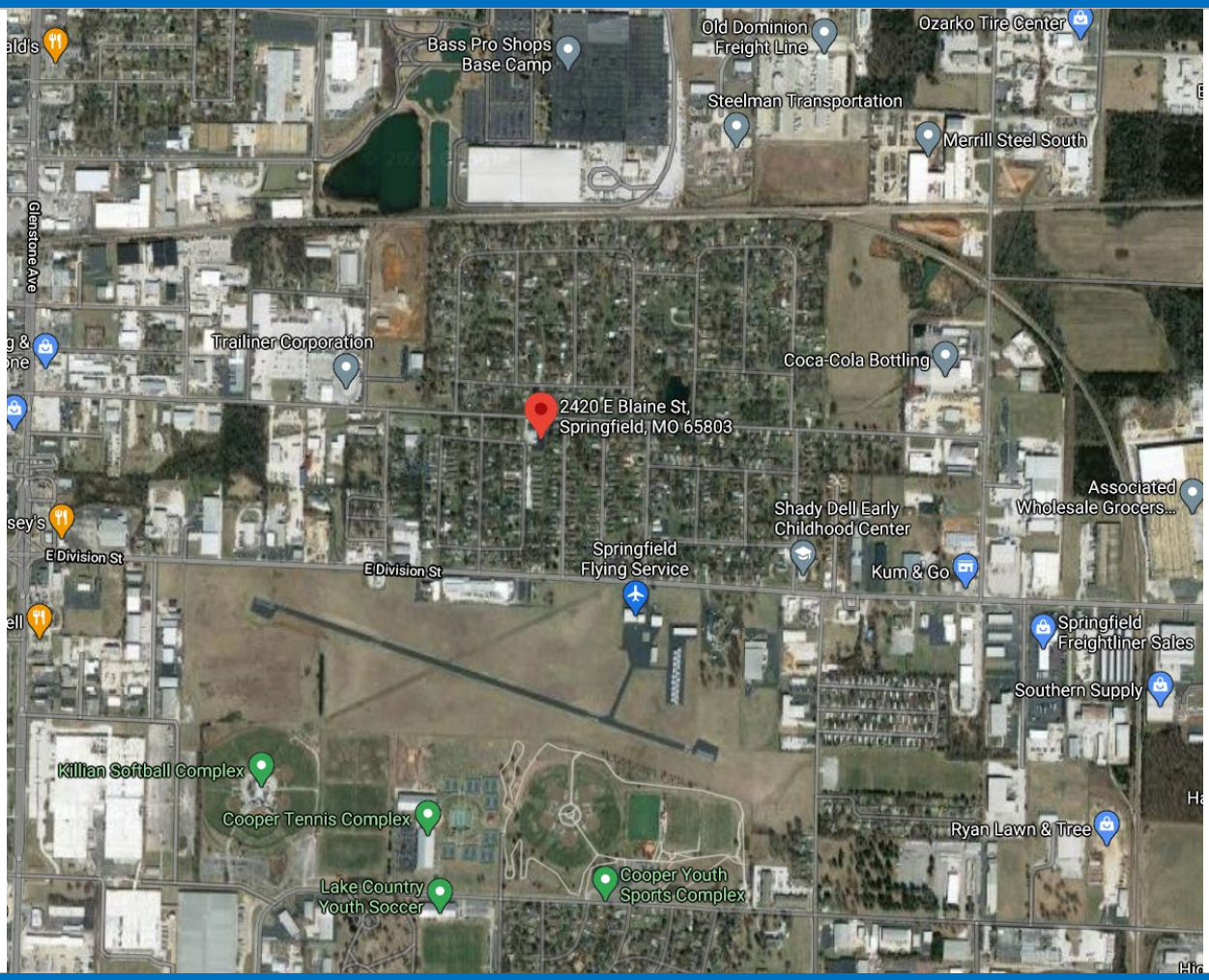
2. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses and currently located in residential districts, for selected nonresidential, multiple unit residential and mixed nonresidential and residential uses provided the review by the Planning and Zoning Commission and City Council determines the proposed use would not have significant adverse impacts on the surrounding neighborhood. The regulations provide opportunities to make productive use of nonresidential structures that could otherwise be a blight on the neighborhood if left vacant and are not maintained.

3. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

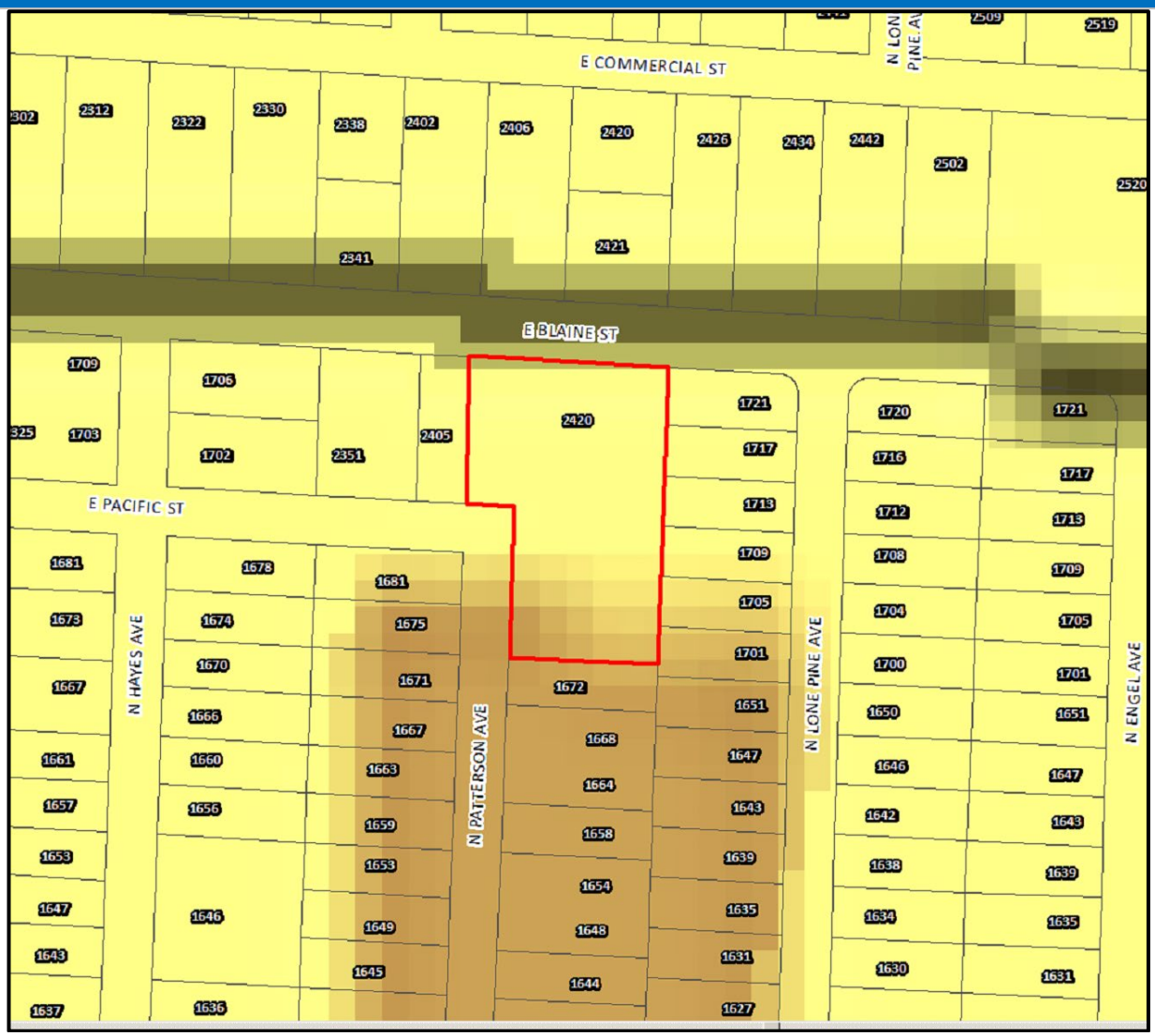
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-TH	R-SF	R-TH
LAND USE	Single-family residences	Duplexes	Single-family residences	Single-family and duplex uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed in the City in 1955 and rezoned to R-2 in 1956. A special exception was grant in 1970 for the Ozark Casket Supply Company to construct a 70 x 104 ft. addition that was a nonconforming use in the R-TH District. The property was rezoned to R-TH during the 1995 City wide remapping.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing; however, this property and structure have been used commercially since 1952.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit to convert an existing warehousing structure to multi-family units on the subject property within a R-TH District. The *Zoning Ordinance* requires a use permit in the R-TH, Residential Townhouse District for an adaptive reuse of a nonresidential structure in a residential district. The applicant is proposing residential uses including multiple units, as part of a stand-alone use.

2. The bufferyard requirement between R-LD (where a multi-family use at the density of 11 du/ac is first allowed by right) and R-SF and R-TH zoning is a bufferyard "Type B" at least fifteen (15) feet wide with required plantings. A bufferyard is required along all property boundaries as shown on the site plan. The only encroachment is on the east side of site where the building encroaches within 12 feet of the adjacent R-SF boundary line. This is considered an existing nonconforming structure and allowed to exist until the structure area within the encroachment is removed or demolished.

3. The proposed conditional use permit must follow the approval standards for an adaptive reuse of a nonresidential structure in a residential district which are in Section 36-363(10)4.c. (responses in Attachment 3):

    a. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.

    b. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.

    c. Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.

    d. The proposed conditional use shall not be operated so as to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed use will dominate the immediate neighborhood, consideration shall be given to:
        i. The functional classification of the street on which the site is located,
        ii. The surrounding residential densities,
        iii. The location, nature, and height of buildings, structures, walls and fences on site,
        iv. The amount of parking needed for the proposed use and the amount of parking provided on site, and
        v. The nature and extent of landscaping and screening on the site.

4. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the R-TH, Residential Townhouse District requirements.

5. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC).

6. After review and discussion with the applicant's design professional, one indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines has been added to the proposed site to be consistent with other new multi-family developments.

7. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 44 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 448

BUILDING DEVELOPMENT SERVICES COMMENTS:

1. Since this project is an adaptive reuse of an abandoned storage/warehouse building, a change of use from S-1 (Moderate Hazard Storage) to R-2 (Multifamily Residential dwelling) will be required.

2. Each unit shall be provided with a direct exit to the outside.

3. A full set of construction documents shall be submitted to the City for review and building permit before any construction starts.

CITY UTILITIES COMMENTS:

No issues with proposed CUP. Some Electric relocations will likely be necessary during construction process to facilitate new use.

CLEAN WATER SERVICES COMMENTS:

No objection to the use permit. Public sewer is available for the existing building. Refer to the comments for PREDEV2020-00317 for sewer connection requirements.

FIRE DEPARTMENT COMMENTS:

No issues with CUP.

STORMWATER DIVISION COMMENTS:

The property is in the **Jordan Creek North Branch** drainage basin.

The property **is** located in a FEMA designated floodplain.

Staff **is** aware of flooding problems in the area.

There **is not a** sinkhole at this location.

Due to this site's proximity to the floodplain, a fee in lieu of on-site stormwater detention **will be allowed.**

The property **is not in a stream buffer area.**

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.

3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
4. A land disturbance permit will be required if disturbing 1 acre or greater.
5. If disturbing more than one acre water quality will be required as well.

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies E. Blaine Street as a Collector roadway and S. Patterson Avenue as a Local roadway. The standard right-of-way width for E. Blaine Street is 30-feet from the centerline and 25-feet from the centerline for S. Patterson Avenue. It appears no additional right-of-way is needed along E. Blaine Street. A survey is recommended to determine the exact amount of existing right-of-way. Both E. Blaine Street and S. Patterson Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING
The are no recent traffic counts on E. Blaine Street or S. Patterson Avenue. On-street parking is not allowed along E. Blaine Street, but is allowed on S. Patterson Avenue.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from E. Blaine Street and one driveway access point onto the property from S. Patterson Avenue. Both of these driveway approaches must be reconstructed to meet existing City standards. Any new proposed driveway approaches must meet the minimum spacing requirements for the road classification access is being requested.

SIDEWALK
There is not existing sidewalk along the property frontage of E. Blaine Street or S. Patterson Avenue. Sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along the property frontage on E. Blaine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
None required. A Traffic Impact Study was not required, as the change in usage did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

SITE PLAN
Detailed site-specific comments.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Blaine Street	Collector	No	30	30
Street 2	S. Patterson Avenue	Local	Yes	25	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	6	7.2	72	
***Proposed Trips Generated**	16.8	20.4	216	
Additional Trips Generated	10.8	10.8	144	

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL USE PERMIT 448

1. An adaptive reuse of a nonresidential structure in a residential district for multi-family residential uses, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5.

2. The adaptive reuse of a nonresidential structure in a residential district, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.

3. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.

4. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance.

5. One indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines must be added to the site to be consistent with other new multi-family developments.

6. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC). The fee must be paid prior to issuance of a building permit.

7. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 448

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's Response:**	**Staff response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The property is currently zoned R-TH, the proposed plan conforms with the adaptive use regulation for multi-unit residential at the density allowed for under R-TH zoning.	The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhoods are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the residential character of the district. The R-TH district allows an adaptive use of nonresidential structures in accordance with subsection 36-363(10)(b)4 with a Conditional Use Permit.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The site currently has two entrances, one of E Blaine and the other off E Pacific. The proposed site design adequate addresses both vehicle and pedestrian access and movement.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed improvement plans will be permitted through the City of Springfield Building Department and will satisfy all fire safety measures.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The impervious cover percentage of the existing site will not increase. The proposed improvement will occur within the existing building envelope. The	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. Staff is aware of

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	existing parking is adequately sized to accommodate the needed parking.	flooding problems in the area If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	This will be a residential use, which conforms with the surrounding duplexes. It is expected that the noise will be of a nature and character of the surrounding properties.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards since the use is residential and similar to surrounding properties.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The parking configuration and access are located where this does not appear that it will be an issue.	Off-street parking must shield vehicular and stationary lights from residential uses following Zoning Ordinance requirements.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The architect and electrical engineer will provide a photometric plan that provides adequate lighting for the facility. The sign will be of a size and located in a manner not to inhibit sight distance or impact traffic safety in any way.	The development will be subject to the signage standards of the Zoning Ordinance including the restrictions of the Adaptive Reuse section for a conditional use.
8. Such signs will not have an adverse effect on any adjacent properties.	The sign location will be located and illuminated in a manner consistent with the photometric plan so that it will not adversely impact adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and is not expected to have an adverse effect on any adjacent properties.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The two existing access points will adequately support vehicle traffic from the proposed use.	Public Works Traffic Division has reviewed the application and has determined that the existing infrastructure is adequate; however, sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit. No additional

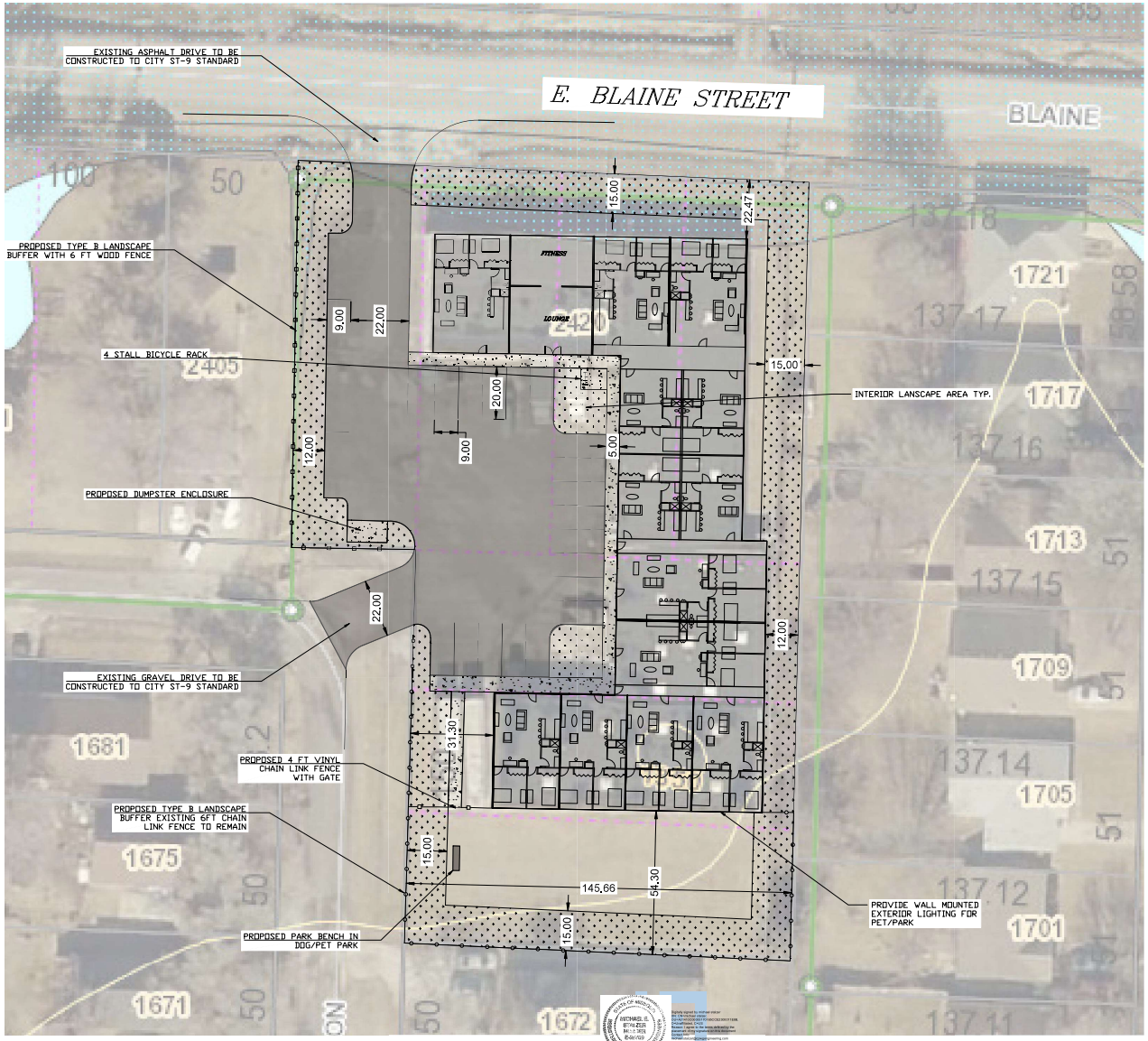
36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
		right-of-way is required for the adjacent streets.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The surrounding uses are single family residential and duplex. The proposed multi-family residential use, facility parking, and traffic are compatible with R-TH zoning and surrounding residential uses.	It is not anticipated that the proposed multi-family units will have an adverse effect or be incompatible with the adjacent and surrounding properties. A bufferyard is required along the all property boundaries.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The proposed improvements are limited to the existing building. Given the one-story structure was constructed in 1952 and the surrounding residences were constructed around the facility, one can safely say that the structure does not dominate the neighborhood but is a fixture of it. The landscaping and screening will be designed in a manner to meet City Code.	The standards of the Zoning Ordinance adequately address these issues. A bufferyard type B is required along all property boundaries. A solid fence is not required unless providing screening from the off-street parking lot or trash dumpsters. There is a portion of the building that is closer than 15 feet to the property line and would be considered nonconforming to the Zoning Ordinance bufferyard requirements.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The physical features of the site will remain unchanged, other than the addition of required landscaping.	The applicant's response adequately addresses this condition.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No destruction or loss will occur.	The applicant's response adequately addresses this condition.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The conditional use complies with all applicable regulations.	The proposed use appears to comply with applicable regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The intent of the project is to provide needed affordable housing.	The applicant's response adequately addresses this condition.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	The proposed project requires 24 spaces, and 24 spaces have been provided in a manner that utilizes the existing parking lot. The parking lot will be screened per City code.	The applicant appears to meet the off-street parking requirements and provide additional bicycle parking for proposed residents.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The two existing access points will adequately support vehicle traffic from the proposed use.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it meets this condition.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The existing parking lot will safely accommodate both vehicle and pedestrian traffic.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards. Sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	Given the building and site are constructed and the improvements will be limited to the building footprint, no interference will occur with the items mentioned.	The applicant's response adequately addresses this condition.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	Improvement plans will be prepared by licensed engineers, and an architect. These plans will meet all requirements necessary to obtain a City building permit.	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the	Currently, the building is served by City Utilities and the City of Springfield. As part of the permit process, all necessary services will be maintained or upgraded to adequately serve the proposed use.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.		

36-363 (10)(b)4.c. Approval standards. All applications for a use permit for the uses listed above shall comply with the following requirements:	Applicant's Response:	Staff response:
i. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.	This will be a residential use, which conforms with the surrounding duplexes. It is expected that the noise will be of a nature and character of the surrounding properties.	This standard would not apply to a standalone residential use such as this. There are not any uses that would be open to the public; rather, for private users and guests.
ii. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.	The sign location will be located and illuminated in a manner consistent with the photometric plan so that it will not adversely impact adjacent properties.	The sign permit for this site must comply with these standards.
iii. Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.	No expansions are proposed with this CUP.	The developer/owner must complete with this standard if they seek a future expansion. No future expansion is proposed at this time.
iv. The proposed conditional use shall not be operated so as to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed use will dominate the immediate neighborhood, consideration shall be given to: A. The functional classification of the street on which the site is located;	Applicant shall comply	Blaine Street is classified as a Collector roadway and Patterson is classified as a Local roadway. Residential uses are permitted access to either of these types of roadways and preferably with shared accesses as in this case.
B. The surrounding residential densities;	Applicant shall comply	The proposed residential density is 11 dwelling units per acre

36-363 (10)(b)4.c. Approval standards. All applications for a use permit for the uses listed above shall comply with the following requirements:	Applicant's Response:	Staff response:
		which is comparable to the R-TH District which this property is zoned and surrounded by to the south and west.
C. The location, nature and height of buildings, structures, walls and fences on the site;	Applicant shall comply	The proposed site appears to comply with all requirements except the existing nonconforming structure encroaches into the required bufferyard by 3 feet.
D. The amount of parking needed for the proposed use and the amount of parking provided on site; and	Applicant shall comply	The applicant is providing the required off-street parking spaces for each residential unit as well as bicycle parking.
E. The nature and extent of landscaping and screening on the site.	Applicant shall comply	The proposed site plan appears to comply with all bufferyard and landscaping requirements.



SITE DATA:

PROJECT LOCATION: 2420 E. BLAINE STREET
CURRENT USE: OFFICE WAREHOUSE

PROPOSED USE: ADAPTIVE USE OF NONRESIDENTIAL STRUCTURE IN A RESIDENTIAL DISTRICT

ZONING R-TH (RESIDENTIAL TOWNHOUSE DISTRICT)
ADAPTIVE USE - CONDITIONAL USE MULTI UNIT RESIDENTIAL

TOTAL NUMBER OF UNITS - 4 -1 BEDROOM (625 SF EA)
9 -2&3 BEDROOM (1100 SF EA)

PARKING REQUIRED - 1 BEDROOM 4 X 1.5 = 6
2&3 BEDROOM 9 X 2 = 18

TOTAL REQUIRED PARKING = 24 SPACES

PARKING PROVIDED - 19 (9X20)
PARKING PARALLEL - 4 (9X25)
4 BIKE RACK SPACES - 1

TOTAL PROVIDED = 24 SPACES

TOTAL BUILDING SF - 15,238
CEILING HEIGHT - 11 FT

SITE AREA - 1.22 ACRES (53,153 SF)
1.22 ACRES X 11 UNITS/ACRE = 13 UNITS

EXISTING IMPERVIOUS SURFACE AREA - 31,361 SF
BUILDING - 15,238 SF
PARKING - 16,123 SF

EXISTING AREA IN OPEN SPACE - (53153-31361)/53153 = 41%

PROPOSED IMPERVIOUS SURFACE AREA - 29,359 SF
BUILDING - 15,238
ASPHALT - 12,293
CONCRETE - 1,828

PROPOSED AREA IN OPEN SPACE - (53153-29359)/53153 = 44%

GRAPHIC SCALE

SCALE 1" = 20
Contour Interval = Ft.

NO.	DATE	REVISION
1	01/25/2021	PER CITY COMMENT

MICHAEL STALZER, PE
MISSOURI REG. PROF. ENGINEER No.: 26709
1658 W. RIVERSIDE STREET
SPRINGFIELD, MO 65807
417-860-9697 - MESTALZER@GMAIL.COM

STATE OF MISSOURI
MICHAEL E. STALZER
NUMBER PE-2003026709
PROFESSIONAL ENGINEER

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DN: CN=Michael Stalzer, C=US, O=Stalzer Engineering, OU=Professional Engineer, Email=mestalzer@gmail.com
Date: 2021.01.25 10:08:00 -06'00'

MICHAEL STALZER, PE
MISSOURI REG. PROF. ENGINEER No.: 26709

2420 E. BLAINE STREET

OVERALL SITE PLAN

SHEET NUMBER
C-1
OF 1 SHEETS

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 03-02-21

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 055 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Southwest Treatment Plant Lab/Administration Building Improvements; accepting the base bid of Bales Construction Company, Inc., in the amount of $575,800, plus a 10 percent contingency, for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of $633,380 by appropriating reserves of the Clean Water Enterprise Fund.

_____

WHEREAS, Bales Construction, Inc., is the lowest responsive and responsible bidder for the Southwest Treatment Plant Lab/Administration Building Improvements project, (the “Project” or “STLI2”); and

WHEREAS, the Project will upgrade the Southwest Treatment Plan lab and administration building by exterior improvements to building efficiency through replacement of the roof, doors, and windows; and

WHEREAS, interior improvements will include replacing flooring that contains asbestos and minor remodeling of the entryway and kitchen area; and

WHEREAS, the Project was included in the City’s Capital Improvements Program as project #06-0061: SW Treatment Plant-Administrative and Maintenance Facility Improvements; and

WHEREAS, bids for this Project were solicited by advertisement in *The Daily Events* from January 13, 2021, to January 19, 2021, as well as on the City Purchasing Department website, and bids were opened on February 11, 2021.

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

Section 1 – City Council hereby approves the plans and specifications for the STLI2 Project and accepts the bid of Bales Construction, Inc., for said Project, at the price and sum of $575,800, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved, plus a 10 percent contingency.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder for such work, said contract to be in a form approved by the City Attorney or designee, and in accordance with the terms of the bid, the plans, and the specifications, and to do those things necessary to carry out the intent of the contract and Project.

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

Section 4 – City Council hereby amends the budget for Fiscal Year 2020-2021 of the Environmental Services in the accounts and in the amounts as shown on Budget Adjustment No. 060, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 6 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 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: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 055

FILED: 03-02-21

ORIGINATING DEPARTMENT: ENVIRONMENTAL SERVICES

PURPOSE: Approving the plans and specifications for the Southwest Treatment Plant Lab/Admin Building Improvements (STLI2); and accepting the base bid of Bales Construction Company, Inc., in the amount of $575,800; 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 to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of $633,380 to appropriate reserves of the Clean Water Enterprise Fund.

BACKGROUND AND REMARKS:

1. The Southwest Wastewater Treatment Plant lab and administration building has not been upgraded in over 25 years and is in need of significant repair and updates. The Southwest Treatment Plant Lab/Admin Building Improvements project (Special Ordinance 27383 approved by council on September 8, 2020) replaced the building fume hoods and HVAC. The second phase of this project (STLI2) includes exterior improvements to building efficiency and reducing numerous leaks through replacement of the roof, doors, and windows. Interior improvements include replacing flooring that contains asbestos and minor interior renovations that include remodeling the entryway and kitchen area.

   This project is included in the City's Capital Improvements Program as project #06-0061: SW Treatment Plant-Administrative and Maintenance Facility Improvements.

2. Plans, specifications, and a cost estimate have been prepared by Buxton Kubik Dodd for Environmental Services and are on file at the Southwest Wastewater Treatment Plant.

3. The project was advertised in the *Daily Events* from 1-13-21 through 1-19-21 as well as the City Purchasing Department website.

4. Bids were opened by the City Purchasing Department on February 11, 2021, at 3:00 pm. The following bids were received:

CONTRACTOR	BID AMOUNT
Bales Construction, Inc.	$575,800
Branco Enterprises, Inc.	$705,700
Carson-Mitchell, Inc.	$623,063
Friga Construction Company	$676,500

Mechanical Services, Inc. DBA MSI Constructors	$702,217
Architect's Estimate	$842,637.29

5. An evaluation of the bids was performed in accordance with the bid documents prepared by the City Purchasing Department to determine the highest scoring qualified responsive bidder. The evaluation considered price, references, experience, qualifications, pre-bid attendance, and time of completion.

6. Bales Construction, Inc. submitted the highest evaluation score of responsive bidders. The bid price was 32% below the architect's estimate. Based on the above evaluation of the bid documents, qualifications, and the Purchasing Department's recommendation, Environmental Services recommends awarding this project to Bales Construction, Inc. for $575,800.

7. A budget adjustment of $633,380 is requested to cover the construction costs plus 10% contingency. Funds for the budget adjustment will come from the reserves of the sanitary sewer system.

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 of Environmental Services

Approved by:

Jason Gage
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
060

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	102843	00000	$633,380	Southwest Wastewater Treatment Plant Lab/Administration Building Roof & Other Exterior/Interior Improvements
Net Expenditure Adjustment						$ 633,380	

Fund Balance Appropriation:

Fund		Title	Amount
53020		Clean Water Improvement Fund	$ (633,380)

Explanation: To amend the FY2020-21 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves for the Southwest Wastewater Treatment Plant Lab/Administration Building roof and other exterior/interior improvements.

Requested By:

3/2/21
Department Head Date

Approved By:

3/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-055
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 74
Filed: 03-02-21

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 056 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

WHEREAS, Ozarks Clean Water Company (herein after referred to as “OCWC”), is a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, operation, and maintenance of the wastewater collection system (hereinafter referred to as the “English Village Sewer Collection System”) that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as “English Village”); and

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter “POTW”) and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment rather than smaller, separate wastewater treatment facilities; and

WHEREAS, in a contract dated August 28, 2003, Springfield committed to treat the sewage from properties connected to the English Village Sewer Collection System operated by Ozark Water and Waste Water Management Co., Inc, d/b/a English Village Sewer System, a for-profit corporation certified by the Missouri Public Service commission (“PSC”) which was subsequently sold to OCWC; and

WHEREAS, the original contract to treat English Village sewerage required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per 100 cubic feet (ccf) charge for total volume of metered wastewater flow discharged from the English Village Sewer Collection

System to the POTW at the point of connection is preferred and representative of the industry standard; and

WHEREAS, OCWC is authorized pursuant to its governing body, and as the owner of the English Village Sewer Collection System, to pay Springfield a volume charge for wastewater disposal, as determined by the Springfield City Council from time to time, and based upon the volume of wastewater discharged into Springfield's POTW to be determined by meter reading at the mutually agreed point(s) of connection to the POTW; and

WHEREAS, each party desires to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease ("FOG") permitting and inspection services requested by OCWC.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Wastewater Service Contract with Ozarks Clean Water Company, said agreement to be substantially in form and content as "Exhibit A," which is attached hereto and incorporated herein by this reference, with such changes as shall be approved by the City Attorney's Office, and to do all things necessary to carry out the intent of the Contract.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Mutual Aid and Assistance Agreement with Ozarks Clean Water Company, said agreement to be substantially in form and content as "Exhibit B," which is attached hereto and incorporated herein by this reference, with such changes as shall be approved by the City Attorney's Office, and to do all things necessary to carry out the intent of the Agreement.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 056

FILED: 03-02-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into a Wastewater Service Contract as well as a Mutual Aid and Assistance Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved adjacent areas in Christian County.

BACKGROUND INFORMATION: In 2003, the City entered into a Settlement Agreement (Ordinance 24838) with the Missouri Department of Natural Resources whereby the City was required to enter into a Wastewater Services contract to provide wastewater treatment for the English Village mobile home park and surrounding area.

Under the current contract the Ozarks Clean Water Company ("OCWC"), on behalf of English Village, makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. The contract allows English Village to deduct a percentage of this remittance to defer system operation and maintenance costs. In addition, Springfield's permit with the Missouri Department of Natural Resources ("MDNR") includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system. Since English Village's sewer collection system flows into and forms an extension of Springfield's permitted system, English Village is also required to adopt and maintain similar regulations.

For the last 18 years, this agreement has served both parties well. However, following a lengthy review of the current agreement, it is evident the contract has proven unnecessarily cumbersome for both English Village and Springfield. Over the course of several months, both entities have worked to restructure the current wastewater contract to provide a more streamlined approach and improve contract conformity. In addition, both parties wish to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease ("FOG") permitting and inspection services requested by OCWC.

REMARKS: The Department of Environmental Services recommends approval of the proposed contract and would like to thank the Ozarks Clean Water Company for their work in restructuring the agreement.

Submitted by:

Ron Petering
Assistant Director of Environmental Services

Recommended by:

Errin Kemper
Director of Environmental Services

Approved by:

Jason Gage
City Manager

Exhibit A

WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

OZARKS CLEAN WATER COMPANY
For the benefit of English Village

Dated:

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Exhibits:

Exhibit A – Map of English Village Service Area
Exhibit B – Settlement Agreement dated January 13, 2003
Exhibit C – Identification of Connection Point(s)

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri

and

OZARKS CLEAN WATER COMPANY, a nonprofit water and sewer company.

THIS SERVICE CONTRACT, made and entered into this __day of_____ _____, 2021, (regardless of when signed by the parties hereto), is by and between THE CITY OF SPRINGFIELD, MISSOURI (herein referred to as "Springfield"), a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, and OZARKS CLEAN WATER COMPANY (herein after referred to as "OCWC"), a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, and operation and maintenance, of the wastewater collection system (hereinafter referred to as the "English Village Sewer Collection System") that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as "English Village") and depicted in Exhibit A attached hereto and incorporated herein by reference. This service contract is for the benefit of those connected to the English Village Sewer Collection System.

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, in a contract dated August 28, 2003, Springfield, committed to treat the sewage from properties connected to the English Village Sewer Collection System operated by Ozark Water and Waste Water Management Co., Inc, d/b/a English Village Sewer System, a for-profit corporation certified by the Missouri Public Service commission (PSC); and

WHEREAS, thereafter Ozark Water and Waste Water Management Co., Inc sold and discontinued the treatment of sewage, and the collection system was taken over by English Village Not-for-Profit Sewer Corporation; and

WHEREAS, in 2018 English Village Not-for-Profit Sewer Corporation, merged with and, thereafter, changed its name to Ozarks Clean Water Company (OCWC), assuming all the rights, obligations and benefits of the original English Village Not-for-Profit Sewer Corporation; and

WHEREAS, it is in the best interest of the region for OCWC to own, operate and maintain the system of gravity sewers, lift stations and force mains to serve English Village customers, hereinafter referred to as the English Village Sewer Collection System; and

WHEREAS, OCWC, on behalf of English Village, is a customer of Springfield's POTW, which has a wastewater service contract or user agreement with Springfield through OCWC (formerly English Village Not for Profit Sewer Corporation); and

WHEREAS, it is appropriate that if Springfield is to assume the obligation and expense of treating the sewage from the English Village Sewer Collection System, OCWC as the owner and operator of the English Village Sewer Collection System, shall cooperate with Springfield in providing assurances that the English Village Sewer Collection System is maintained and operated in an environmentally sound way in accordance with the law and this Contract; and

WHEREAS, Springfield represents this Contract is substantially similar to the contracts between Springfield and the cities of Willard, Strafford and Battlefield as satellite communities; and

WHEREAS, Springfield and OCWC agree to cancel any previous wastewater contract or agreement for service to English Village (subject to the provisio in Section 101 hereof), and any amendments thereto (hereinafter "Original Contract"), and replace the same with a new Wastewater Service Contract (hereinafter "Contract" or "Service Contract") for the collection and treatment of sewage from the English Village Sewer Collection System for English Village; and

WHEREAS, the City entered into a settlement agreement with the Attorney General of the State of Missouri on January 13, 2003, regarding the treatment of sewage from English Village, which is attached as Exhibit B; and

WHEREAS, the Original Contract to treat English Village sewerage required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of

metered flow discharged from the English Village Sewer Collection System to the POTW at agreed Connection Point(s) (identified in Exhibit C, attached hereto and incorporated herein by this reference) is preferred and representative of the industry standard; and

WHEREAS, OCWC is authorized pursuant to its governing body, and as the owner of the English Village Sewer Collection System, to pay Springfield a volume charge for wastewater disposal (hereinafter "Contract Sum"), such Contract Sum to be determined by the Springfield City Council from time to time, and based upon both the volume of water used by the residential, commercial, and industrial establishments of English Village and discharged into Springfield's POTW together with such amounts, if any, of groundwater, surface water, and storm water that is allowed to be discharged into the POTW, said volume to be determined by meter reading at or near the mutually agreed Connection Point(s) to the POTW, as identified in Exhibit C. The Contract Sum to be fixed at such rate that shall, together with all other revenues of Springfield, ensure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive wastewater from the English Village Sewer Collection System shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Springfield and English Village, OCWC, or their predecessors, on behalf of English Village. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract; provided, however, that this Service Contract does not modify Springfield's obligation to accept and treat wastewater from English Village under the January 13, 2003 settlement agreement with the Missouri Attorney General, which is Exhibit B hereto.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" or "Clean Water Act" – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri.

"Annual Fee Study" – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

"Annual Average Daily Flow" – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

"Bonds" – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

"Bond Documents" – Springfield's bond resolutions and all subsequent bond resolutions approved by Springfield's Council, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

"Connection" or "Connection Point(s)" – A piped tie-in to Springfield's POTW which conveys sewage.

"Contract" or "Service Contract" – Means the terms of this agreement between Springfield and OCWC, on behalf of English Village, and all provisions contained herein. "Original Contract" means any prior contracts for treatment of English Village sewage between the parties, or their predecessors, and any amendments thereto, which are superseded by execution of this "Service Contract", subject to Section 101 hereof.

"Contract Sum" – The amounts paid or required to be paid from time to time by OCWC to Springfield pursuant to Section 304 of this Service Contract.

"Domestic Waste" – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, household garbage grinders and drinking fountains.

"English Village Sewer Collection System" - The system of gravity sewers, lift stations and force mains, designed to serve English Village customers and other approved connections as agreed to by both parties to this Service Contract.

"English Village Service Area" - The service area agreed to and depicted in Exhibit A designed to serve English Village customers and other approved connections agreed to by both parties to this Contract.

"Food Service Establishment" – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

"Hauled Waste" – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste. The term "hauled waste" merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

"Hazardous Waste" – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

"Hereby", "Herein", "Hereinabove", "Hereinafter", "Hereinbefore", "Hereof", "Hereto", "Hereunder", and any similar term, refer to this Contract and not solely to the particular portion thereof which such word is used; "Heretofore" means before the stated date of this Contract; and, "Hereafter" means after the stated date of this Contract.

"Indirect Discharge" – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

"Industrial User" – In this Service Contract means any non-domestic user connected to the Sewer Collection System.

"Industrial Waste" – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

"Infiltration" – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper

joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

"Inflow" – Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

"MDNR" – The Missouri Department of Natural Resources and any successor agency.

"MGD" - Million Gallons per Day.

"OCWC" or "Ozarks Clean Water Company" is the corporation that owns, operates and maintains the system of gravity sewers, lift stations and force mains comprising the "English Village Sewer Collection System", for the benefit of English Village, but does not have a treatment plant to treat domestic sewage collected in English Village in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

"OCWC Rules for Sewer Collection System Use" or "OCWC Rules" – The rules and regulations governing usage and connection to the English Village Sewer Collection System, which shall be maintained and enforced at all times by OCWC while this Service Contract is in effect.

"Original Contract" – Means any prior contracts between the parties, or their predecessors, for the benefit of English Village and any amendments thereto which are superseded by execution of this "Service Contract."

"Publicly Owned Treatment Works" or "POTW" – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield's purposes. This definition does not include the Sewer Collection System of any satellite community or wholesale customer.

"Pretreatment Program" – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by Springfield in response to the requirements of Title 40 CFR Part 403 - "General Pretreatment Regulations for Existing and New Sources." (hereinafter "40 CFR Part 403").

"Rate(s)" – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall

always provide sufficient revenues for the operation and maintenance, including a reserve fund, of the POTW as determined by Springfield City Council;

"Sanitary Sewer Overflow" – A condition in which the wastewater flow rate in the POTW or Satellite Community Sewer Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

"Satellite Community" – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter "Satellite Community Sewer Collection System" or "English Village Sewer Collection System"), but does not have a treatment plant to treat domestic sewage in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

"Satellite Community Sewer Collection System" or "English Village Sewer Collection System" – For this Service Contract means the system of gravity sewers, lift stations and force mains owned by OCWC, for the benefit of English Village, and connected to Springfield's POTW through a mutually agreed Connection Point(s), as shown in Exhibit C, which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

"Sewage" – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection

System and the POTW. Sewage shall mean the same as the word 'wastewater' and is used interchangeably.

"Urban Service Area" or "USA" – For this Service Contract means the developed, undeveloped, or agricultural land, either incorporated or unincorporated, within the sphere of influence of a city, which is served or proposed to be served, by urban facilities, utilities, and services in a specified urban service area boundary adopted by Springfield's governing body.

"Urban Boundary Agreement" – For this Service Contract means the mutually agreed boundary between a satellite community and City of Springfield, for the purpose of governing future growth of both cities, if the satellite community is a municipality or governmental subdivision.

"User Fee" – The user fees and charges assessed by OCWC and collected from Satellite Community customers for wastewater services.

"Wastewater Regulations" or "Regulations for Use" – Springfield City Code Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

"Wastewater" – Same as the definition for "Sewage" above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to OCWC for the benefit of English Village.

(2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;

(3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated;

SECTION 103. Duration of the Contract

This Service Contract and each and every provision hereof shall remain in full force and effect until such time as Springfield and the Missouri Department of Natural Resources (MDNR) mutually agree the sewage from the English Village Sewer Collection System can be treated by another party.

No one shall be permitted to connect to the English Village Sewer Collection System except users or the grantees, tenants, successors or assigns of current users of the English Village Sewer Collection System, and then only for the same or similar use with the same or similar type and quantity of discharges as current users. OCWC and/or English Village shall prevent anyone who is outside of the Existing Service Area, referenced in Exhibit A, from connecting to the English Village Sewer Collection System.

Termination. Springfield reserves the right to terminate this Service Contract for cause with 18 months' written notice of the nature of breach provided to Satellite Community. The occurrence of the itemized nature of breach will justify termination for cause, unless Satellite Community begins, within seven (7) days of receipt of notice, to

cure its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. If Satellite Community is diligently proceeding to cure such default, but such cure cannot be accomplished within 30 days, Satellite Community may, as part of its cure, request a reasonable amount of additional time, up to an additional sixty (60) days to cure any breach. The total right to cure shall not exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 30-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and for the benefit of Springfield or Satellite Community contained herein, shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service Contract, this Service Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer

Collection System according to state and federal laws may, at Springfield's reasonable discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations, and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the

POTW or Satellite Community Sewer Collection System, and shall enforce the same as to its system including Industrial Users discharging therein.

SECTION 203. Regulation for Use: Satellite Community Discharge of Wastewater

A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit C to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit C shall be amended only by consent of both parties, in writing.

B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, rules governing usage and connection to its English Village Sewer Collection System, hereinafter "Rules for Sewer Collection System Use" or "Rules", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Rules shall, at a minimum:

(1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.

(2) Adopt "local limits" in accordance with 40 CFR Part 403 for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.

(3) Prohibit any discharges of hauled waste or sewered non-domestic waste to the Satellite Community's Sewer Collection System.

(4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.

(5) Provide authority to require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.

(6) Require notification of applicable wastewater standards (or "Rules") to all new and existing industrial and commercial development, if mutually approved for services.

(7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.

(8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:

a. Satellite Community has not paid to Springfield the established Contract Sum; or

b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract; or

c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR or Springfield because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow or quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, in its sole business judgment, to:

(1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and

(2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed, in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield, in its sole business judgment, shall have the right to both require Satellite Community to immediately reimburse Springfield

for any monies so paid or so required to be paid because of said penalty or fine, and to declare Satellite Community in breach of this Service Contract.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties agree to the following terms and conditions:

A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Rules for Sewer Collection System Use (hereinafter "Rules") which acknowledge and grant to Satellite Community the

responsibility to require and monitor compliance of discharges into its Sewer Collection System and respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of "Local Limits" which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Rules for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

   i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community's Sewer Collection System;

   ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System;

   iii. identifying Industrial Users contributing to the Satellite Community Sewer Collection System;

   iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and

v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and

vi. performing enforcement for acts of noncompliance of Rules for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Rules will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its reasonable approval prior to execution.

C. If Springfield reasonably believes that a violation of Satellite Community's rules exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Rules against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists, Satellite Community shall commence and diligently pursue enforcement of its Rules.

Springfield may, in its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Rules, Springfield may, at its sole business discretion, consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.

E. Any dispute arising out of this Service Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit Springfield‘s power to enforce requirements directly against Industrial Users using Satellite Community’s Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as

may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Rules prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such rules. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

Satellite Community, at its own expense and cost, will construct, install, operate, and maintain any and all improvements to its Sewer Collection System necessary to cause all sewage originating in Satellite Community's Sewer Collection System to deliver and

discharge into the POTW, and will keep its Sewer Collection System connected with the POTW.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with applicable federal and state laws and regulations. Prior to making any improvement to English Village Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will immediately provide Springfield with a copy of any application for a Construction Permit submitted to MDNR. Satellite Community agrees it shall include the appropriate, executed "Continuing Authority and Receiving Wastewater Treatment Facility Acceptance" form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community's Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s), engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues,

Springfield may in its discretion, and after written notice and reasonable opportunity to cure to OCWC, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief if indicated.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

Satellite Community agrees that it will not extend its Sewer Collection System, as depicted in the service area map designated as Exhibit A, without Springfield's written consent.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause or continue to cause those portions of Satellite Community's Sewer Collection System transporting sewage to be connected with the POTW at the appropriate, agreed Connection Point(s) designated in Exhibit C, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and sampled as a means of determining the quantity and characteristics of the wastewater discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer

Collection System to the POTW shall be limited to the locations designated in Exhibit C, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s), or other facility if required, to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be listed in an amendment to Exhibit C upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All Contract Sums paid by Satellite Community shall be deemed to be costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

The wastewater that Springfield agrees to receive from the Satellite Community Sewer Collection System shall not include wastewater from outside of the English Village service area referenced in Exhibit A. This Wastewater Service Contract shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer Collection System; which plan shall be on file with MDNR.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to enter into a mutual aid agreement with Springfield pertaining to

the English Village Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by OCWC from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to

always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

Satellite Community agrees to include the following note on each wastewater bill issued by the Satellite Community: "A portion of this wastewater charge is remitted to the City of Springfield for collection and treatment of wastewater."

SECTION 304. The Contract Sum

Satellite Community's quarterly bill shall be comprised of a Volume Related Charge, High Strength Surcharges (if applicable), and Billing & Meter Charge, as follows:

A. Volume Related Charges - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit C. The Volume Related Charge shall be billed based on the preceding three months of volume as determined by the flow meters. The Volume Related Charge shall be established by Springfield City Council and amended from time to time.

B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community's Sewer Collection System who discharge Total Suspended Solids (TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield's Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite

Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. The duty of Satellite Community to pass necessary implementing rules to impose sewer charges upon its customers as required by this Service Contract is deemed to be a ministerial duty and an operating expense of the Satellite Community. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be

deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall

estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable upon receipt.

SECTION 307. Delinquent Payment by Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid

by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System for users within the English Village Service Area. The purpose of Satellite Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, and shall reduce to writing their points of agreement, points of disagreement, and recommendations.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to arbitrate or mediate, or if they are unable to agree to arbitration or mediation, either party may proceed to litigate the matter in court or take any other action authorized by

this Service Contract. Such arbitration or mediation shall be binding or nonbinding, as the parties may at that time agree.

A. Subject to any recognized privilege, discovery shall be available to each party to the arbitration or mediation as it would be available in the Circuit Court of Greene County under the Missouri Rules of Civil Procedure in effect at the time of demand for arbitration or mediation. Notices, time periods and other procedural matters shall be governed by the Rules of Civil Procedure, which shall be enforced by the Mediator or Arbitrator in the same manner as in the Circuit Court.

B. A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amount therefore.

C. All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the mediation or arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

D. In the event of any arbitration demanded by one party and agreed to by the other party, each party shall select an arbitrator, and the two so selected shall select a third. The decision of a majority of the arbitrators shall be the decision of the panel. Springfield and Satellite Community shall each be responsible for one-half of the fees of the arbitrators and administrative costs of the arbitration.

E. The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in detail. The decision of the arbitration panel shall be final, if the parties agree in advance in writing, to submit the controversy to binding arbitration. However, the arbitrator's decisions on points of law shall be appealable.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community herein, Satellite Community agrees to pay to Springfield any established Trunk Sewer Fees or other Connection Fees established by Springfield to recover the costs of infrastructure needed to serve the Satellite Community at future Connection Point(s).

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of each fiscal year, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

(1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403; and

(2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and

(3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and

(4) Summary of compliance activities for Food Service Establishments connected to the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to Comply:

Failure to provide the above referenced certified annual records and report, may, as determined by the City of Springfield, be considered a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Rules, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such

manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by designated official and under its seal (if any), of a resolution adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the

same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community may be deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly enforce the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To OCWC:

David Casaletto, President
Ozarks Clean Water Company
PO Box 636
Kimberling City MO 65686

SECTION 419. Indemnification

Satellite Community agrees to defend, indemnify and hold harmless Springfield, and its officers, agents, and employees, from and against any and all claims, suits, actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses, including attorneys' fees, relating to, or in any way arising out of this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death,

and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of OCWC by its authorized representative at the dates shown respectively.

OZARKS CLEAN WATER COMPANY	CITY OF SPRINGFIELD, MISSOURI
By _____	By_____
David Casaletto, President Ozark Clean Water Company	City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Secretary	City Clerk
Date:_____	Date:_____

Approved as to Form: _____ Attorney, OCWC_____

Approved as to Form: _____, City Attorney or designee, Springfield

Contract No: _____

English Village
Service Area

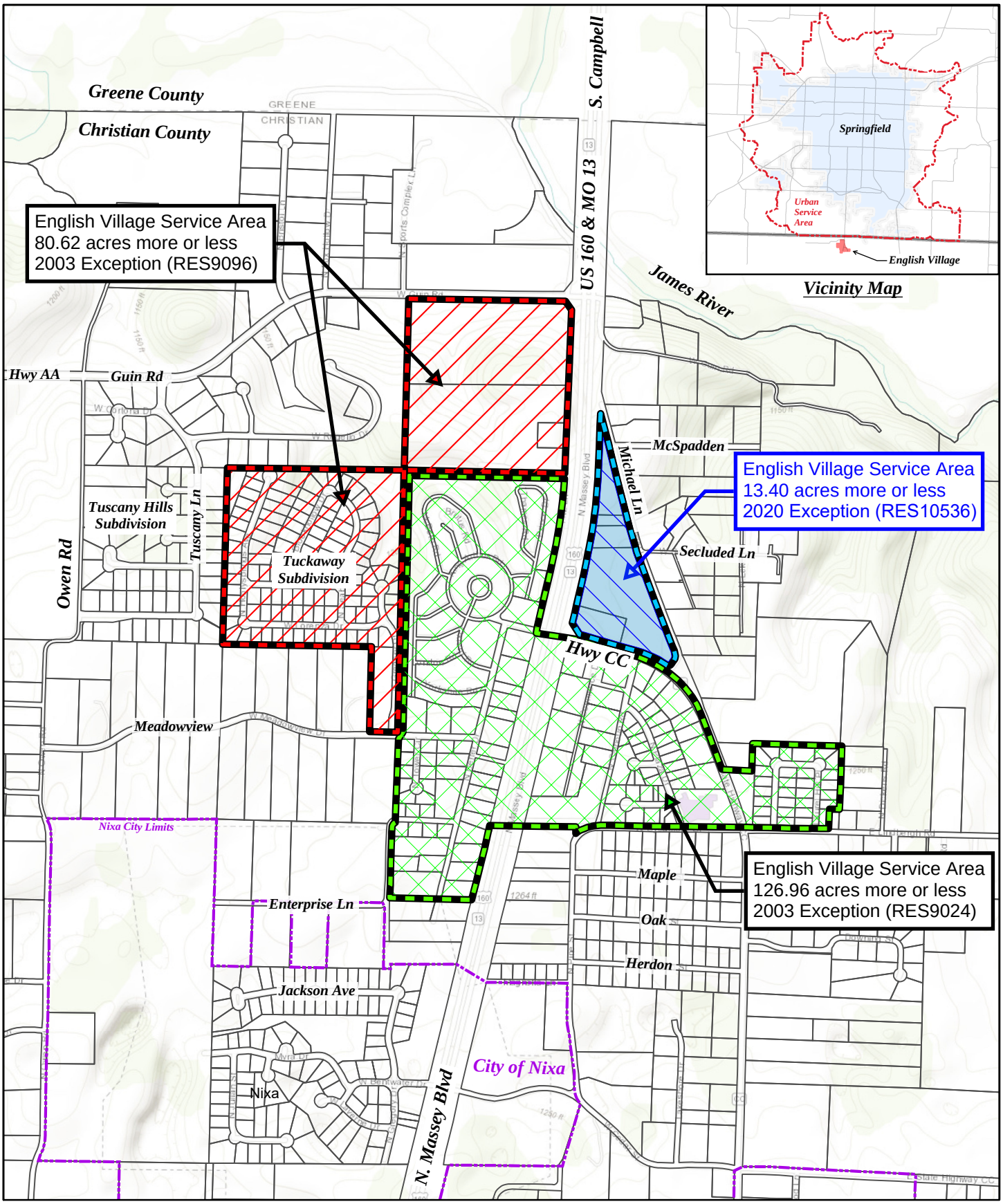

Exhibit A

0 500 1,000 1,500 2,000 Feet

1 inch = 1,000 feet

EXHIBIT B

ATTORNEY GENERAL OF MISSOURI

JEFFERSON CITY
65102

JEREMIAH W. (JAY) NIXON
ATTORNEY GENERAL

P.O. Box 899
(573) 751-3321

June 25, 2003

Gary Nelms
City of Springfield Law Department
840 Boonville Ave.
Springfield, MO 65802

RE: *City of Springfield - 180 day Extension of ¶ 2.k of the January 13, 2003, Settlement Agreement*

Dear Mr. Nelms:

Pursuant to my conversation with you and Bob Schaefer, it was agreed that the 270 day termination date as stated in ¶ 2.k of the January 13, 2003, Settlement Agreement between the Missouri Department of Natural Resources, the City of Springfield and the Attorney General of Missouri should be extended 180 days to total 450 days. This letter serves as the agreed upon amendment to ¶ 2.k of the January 13, 2003, Settlement Agreement and shall be binding on the parties therein. No other provisions of the Settlement Agreement are amended.

Please have your client sign this letter to amend the Settlement Agreement and return it to me. Upon my receipt of the appropriate signatures, I will forward a fully executed copy of this amendment to you.

Thank you and if you should have any questions, please feel free to contact me.

Sincerely yours,

JEREMIAH W. (JAY) NIXON
Attorney General

HARRY D. BOZOIAN
Assistant Attorney General

HDB:ka
c: Kevin Mohammadi

IN WITNESS WHEREOF, the parties have executed this amendment to ¶ 2.k of the January 13, 2003, Settlement Agreement as follows:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____
SCOTT TOTTEN, Director
Water Protection and Soil Conservation Division

Date: 7-14-03

CITY OF SPRINGFIELD

By: _____
Bob Cumley, Asst City Manager

Date: June 30, 2003

JEREMIAH W. (JAY) NIXON
Attorney General of Missouri

By: _____
HARRY D. BOZOIAN
Assistant Attorney General

Date: July 7, 2003

APPROVED AS TO FORM:
BY _____
Assistant City Attorney

H:\BOZOIH\Springfield\Nelms Letter_Amend SA.wpd

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 13th day of January, 2003, between the Missouri Department of Natural Resources (the "Department"), the Attorney General of Missouri ("Attorney General") and the City of Springfield ("Springfield").

WHEREAS, Springfield owns and operates the Springfield Southwest Wastewater Treatment Plant ("Southwest Treatment Plant") which receives and treats wastewater from residential, commercial and industrial sources, and then discharges said treated wastewater into Wilson Creek, which is a tributary of the James River, all waters of the State of Missouri.

WHEREAS, wastewater pipelines throughout Springfield collect and carry wastewater from these residential, commercial and industrial sources to the Springfield Treatment Plants. Springfield owns, operates and maintains these wastewater pipelines.

WHEREAS, the James River Force Main (herein the "JRFM"), is a 36-inch force main wastewater pipeline immediately preceding the Southwest Treatment Plant, crosses South Creek (a tributary of the James River) and carries approximately 6 millions of gallons of wastewater daily to the Southwest Treatment Plant, with higher flows coming during periods of rainfall.

WHEREAS, Burns & McDonnell Engineering Company, Inc. ("Burns & McDonnell") provided the design and engineering services for the installation of JRFM and Price Brothers Company ("Price Brothers") manufactured and supplied pipe for the JRFM.

WHEREAS, on or about July 29, 2000, at a location immediately preceding the Southwest Treatment Plant, the JRFM failed causing untreated wastewater to discharge directly into South Creek.

WHEREAS, as a result of said discharge, the Department issued Springfield Notice of Violation ("NOV") No. 4775SW, a copy of which is attached hereto, incorporated herein and marked Exhibit 1.

WHEREAS, Department employees spent substantial time inspecting, monitoring and evaluating the failure site and the discharge from the JRFM. In doing so, they incurred other costs and expenses, including, but not limited to, wastewater sampling analysis, photographs, and travel expenses.

WHEREAS, the Department alleges that the Missouri Clean Water Law renders Springfield responsible and liable for the environmental consequences of the failure of the JRFM and that other parties may bear responsibility for the failure, including, but not limited to, Burns & McDonnell and Price Brothers.

WHEREAS, Springfield settled its potential claims against Burns & McDonnell and Price Brothers and agreed to indemnify them in the event the State of Missouri brings claims against them. As such, it is appropriate that all of the State of Missouri's claims against Springfield, Burns & McDonnell and Price Brothers be resolved through this Agreement.

WHEREAS, the Department, the Attorney General and Springfield have discussed terms upon which to amicably resolve any and all claims which may be made against Springfield for any alleged violations of the Missouri Clean Water Law and/or regulations listed in NOV No. 4775SW as a result of the catastrophic failure of the JRFM causing untreated wastewater to discharge directly into South Creek.

WHEREAS, the Department, the Attorney General and Springfield desire to amicably resolve all disputes or claims that could be made against Springfield for the above-referenced

alleged violation of the Missouri Clean Water Law listed in NOV No. 4775SW, without Springfield admitting the validity or accuracy of any such claims.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General and Springfield agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

ENGLISH VILLAGE PROJECT

2. Springfield agrees to build a sanitary sewer pipeline from its existing sewer line south of the James River to the collection system now serving the English Village wastewater treatment facility located in the Northeast Quarter of the Southeast Quarter, Section 35, Township 28 North, Range 22 West, Christian County, Missouri, in the following manner:

a. Definitions: The following definitions shall apply to the English Village Project portion of this Agreement:

i) "English Village Service Area" shall mean that real property described in Exhibit "2", and as depicted on the map which is attached hereto and marked as Exhibit "3" hereof (said map being referred to herein as the "Map").

ii) "English Village Connector" shall mean either a gravity sewer line or force main and lift station from the Connection Point for the English Village Service Area to Manhole No. 6 located in the northeast quarter of Section 35, Township 28, Range 22, Christian County, Missouri.

iii) "English Village Sewer System" or "EVSS" shall mean all sewer facilities, including all of the interceptors, collection system, pumping stations, lift station, force main and other facilities and appurtenances built, owned or operated by the Qualified Party from the connection with the discharge piping of Users located within the English Village Service Area to the Connection Point with the

English Village Connector. The term "English Village Sewer System" or "EVSS" excludes, however, the sewer laterals and plumbing, which serve existing premises, buildings or structures and the existing package treatment plant and appurtenances. The treatment plant and appurtenances shall be closed by the owner of those facilities, Ozark Water and Wastewater Management, Inc. a Missouri Corporation (herein "OWWM"), in accordance with the requirements of the Department after connection of the EVSS to the POTW.

iv) "Connection Point" shall be defined as that point designated by Springfield for connection of the EVSS with the English Village Connector, which Connection Point shall be at the manhole now located immediately upstream of the existing package treatment plant for the EVSS.

v) "POTW" is a treatment works as defined by Section 212 of the Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C.A. 1251 et. seq.) owned or operated by Springfield, which includes any devices and systems used in the storage, treatment, recycling and reclamation of sewage or industrial waste of a liquid nature in the sewers, pipes and other conveyances that convey wastewater to the Springfield Southwest Wastewater Treatment Plant, excluding the EVSS, Battlefield, Strafford and Willard sewer systems.

vi) "Qualified Party" is English Village Sewer Company, a Missouri not-for-profit corporation.

vii) "Necessary Approvals" shall mean the approval by the City Council for Springfield and the Commissioners for Greene County, Missouri authorizing an exception to the Springfield-Greene County Urban Service Area to allow service to be extended to the Users of the EVSS.

viii) "User" is a present or future owner or occupant of property or premises located within the English Village Service Area, which is or becomes a member of the Qualified Party and is or becomes connected directly or indirectly to the EVSS. The current Users are customers of OWWM within its existing certified service area, and prior to the connection of the English Village Connector to the POTW shall be customers of the Qualified Party.

(ix) "Effective Date" is the date on which the last of the parties to this Agreement signs below.

b. Springfield shall complete construction of the English Village Connector within 270 days after written notification from the Department that the Qualified Party has obtained the necessary easements for Springfield to allow it to construct the English Village Connector and after Springfield has obtained the Necessary Approvals. Springfield shall use due diligence to obtain the Necessary Approvals as soon as possible after the Effective Date of this Agreement.

c. Springfield shall pay all costs incurred in the construction of the English Village Connector, but Springfield shall have no responsibility to pay for any easements required to permit the construction of the English Village Connector. Springfield shall have no responsibility whatsoever to construct or maintain any sewer line or sewer facilities except for the English Village Connector within the English Village Service Area. The connector shall be constructed in accordance with the existing standards in effect within Springfield for the construction of all such sewage facilities.

d. Springfield shall not allow the connection of the EVSS to the English Village Connector until after Springfield and the Qualified Party have entered into an agreement substantially similar to the agreements between Springfield and the cities of Willard, Strafford and Battlefield, unless otherwise stated in this Agreement.

e. Within 60 days after the EVSS is connected to the POTW, the Qualified Party shall pay Springfield's customary impact fee, which shall be (i) the sum of Ninety-seven Thousand Four Hundred Dollars ($97,400.00) for Users connected to the EVSS as of December 13, 2002, and (ii) the amount of Springfield's customary impact fee for each User connecting to the EVSS or obtaining a larger water meter between December 13, 2002 and the date the EVSS is connected to the POTW . The Qualified Party represents to Springfield that it has obtained a loan from the Rural Development Office, part of which will be used by the Qualified Party to pay Springfield's customary impact fee. Proceeds from the loan shall be used to pay Springfield's customary impact fee.

f. The Qualified Party shall collect all fees and charges for sewer services charged by Springfield to its customers and Springfield shall provide the Users with the same sewer services as all other customers of Springfield. The Qualified Part shall, at such time as state or federal laws allow it to do so, require the water company providing service to the Users to collect the charges imposed by Springfield and the Qualified Party for sewer services. In any event, the Qualified Party shall require the water company providing service to the Users to provide to the Qualified Party and to Springfield all water meter readings obtained by the water company for each of the Users.

g. The Department recognizes that Springfield may, in its sole discretion, refuse to permit any person or entity to connect to the EVSS other than current Users. No User shall discharge industrial waste into the EVSS. No person or entity shall discharge into the EVSS or become a User without the prior approval of Springfield, which may withhold such approval for any reason in its sole discretion. The agreement between the Qualified Party and Springfield described in this Agreement shall include a restriction to prevent the extension of services by the EVSS to properties, developments or dischargers of sewage located outside of the English Village Service Area.

h. Springfield shall permit the EVSS to discharge into the English Village Connector until such time as the City of Nixa extends sewer service to the Users or permits the connection of the EVSS to its municipal sewer system, or until Springfield,

the Qualified Party and the Department mutually agree to permit the treatment of the sewage from the EVSS by another party.

i. Upon the execution of this Agreement, Springfield shall permit OWWM (which is the current operator of the EVSS) to dispose of sewage sludge by transporting the same from the EVSS to Springfield's POTW after payment of Springfield's usual and customary charges for the treatment of such sewage; provided, however, that Springfield shall not accept such sewage sludge for treatment more than 60 days after the EVSS is connected with the English Village Connector or if this provision becomes invalid as provided in subpart k below. Springfield shall have no responsibility to provide any transportation or transportation equipment for such sewage sludge.

j. The provisions of this paragraph 2 shall be incorporated into any agreement between the Qualified Party and Springfield concerning the EVSS.

k. All obligations of Springfield under this Paragraph 2, including, without limitation, its obligations to construct the English Village Connector, to allow the English Village System to be connected to the POTW, and to accept sewage sludge or sewage of any kind from the English Village System shall terminate and expire in the event that each of the following has not occurred within 270 days after the Effective Date of this Agreement:

i) All Necessary Approvals have been received;

ii) The Qualified Party has obtained and recorded all easements giving Springfield the right to excavate and install the English Village Connector and have given a copy thereof to Mr. Robert Schaefer, the Assistant Director of Public Works, Environmental Services for Springfield;

iii) The Qualified Party has paid the impact fee required under subpart e of this Paragraph 2; and

iv) The Qualified Party and Springfield have executed and exchanged the agreement for sewer services as provided in subpart d of this Paragraph 2.

SANITARY SEWER INVESTIGATION

3. Within six months after the date of this Agreement, Springfield shall undertake and complete an investigation of the gravity portion of each and every force main within the sanitary sewer system operated by Springfield and all gravity sections of the system located within 200 feet downstream of the discharge point of each force main to ascertain whether any

imminent danger of collapse or rupture exists within any such pipe and provide the Department with a full report of the results of said investigation and a schedule for all remedial actions planned to correct any deficiencies or defects in any such force mains or gravity sections as a result of such investigation.

ALTERNATIVE PAYMENT

4. In the event that Springfield is relieved of its obligations to participate in the English Village Project as provided in Paragraph 2(k) above, then in lieu of such participation Springfield shall pay the sum of Ninety-four Thousand Eight Dollars ($94,008.00). Said sum shall be paid by a certified check made payable to "The Greene County Treasurer as Trustee for the Greene County School Fund" within 30 days after Springfield's obligation to participate in the English Village Project ends under Paragraph 2(k) of this Agreement. The check shall be forwarded by Springfield to Harry D. Bozoian, Assistant Attorney General, Attorney General's Office, P. O. Box 899, Jefferson City, MO 65102 on or before the due date.

RESPONSE COSTS

5. Springfield agrees to pay restitution to the Department in the amount of Forty-six Thousand Seven Hundred Forty-two Dollars and Fifty-six Cents ($46,742.56) for investigation costs and expenses claimed by the Department as a result of the force main pipeline failure. Springfield denies any liability to the Department on the NOV marked as Exhibit 1.

RELEASE AND FUTURE COMPLIANCE

6. In consideration of the agreements set forth herein, the Department and the Attorney General agree not to bring or cause to be brought any civil action against Springfield,

Burns & McDonnell and/or Price Brothers arising out of any alleged violations of the Missouri Clean Water Law and/or regulations listed in NOV No. 4775SW relating to the failure of the JRFM during July, 2000, and does hereby release and forever discharge Springfield, Burns & McDonnell and Price Brothers, and each of them and their respective agents, servants, employees, predecessors, corporate entities, successors and assigns of and from all liabilities, claims, demands, losses, actions and causes of action which the Department or the Attorney General had, now has or may in the future accrue that relate to or arise from discharge, spill or release of sewage from the JRFM on or before October 26, 2001, including, without limitation, any claims relating to or arising from its design, manufacture, construction, operation or maintenance.

7. Springfield agrees to comply with the Missouri Clean Water Law and relevant regulations for any and all future operations.

8. Nothing in this Settlement Agreement shall be construed as excusing or forgiving future noncompliance with the Missouri Clean Water Law, Chapter 644, RSMo and its implementing regulations. Nothing in this Settlement Agreement shall be construed as an admission of fault or liability by any of the parties released or discharged under the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first-above written.

CITY OF SPRINGFIELD

BY: _____
Tom Finnie, City Manager

DATE: December 18, 2002

JEREMIAH W. (JAY) NIXON
Attorney General

BY: _____
Harry D. Bozoian
Assistant Attorney General

DATE: 12/26/02

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: Scott B. Totten

Scott B. Totten, Director
Water Protection and Soil Conservation
Division

DATE: 1-13-2003

Exhibit C - Point of Connection

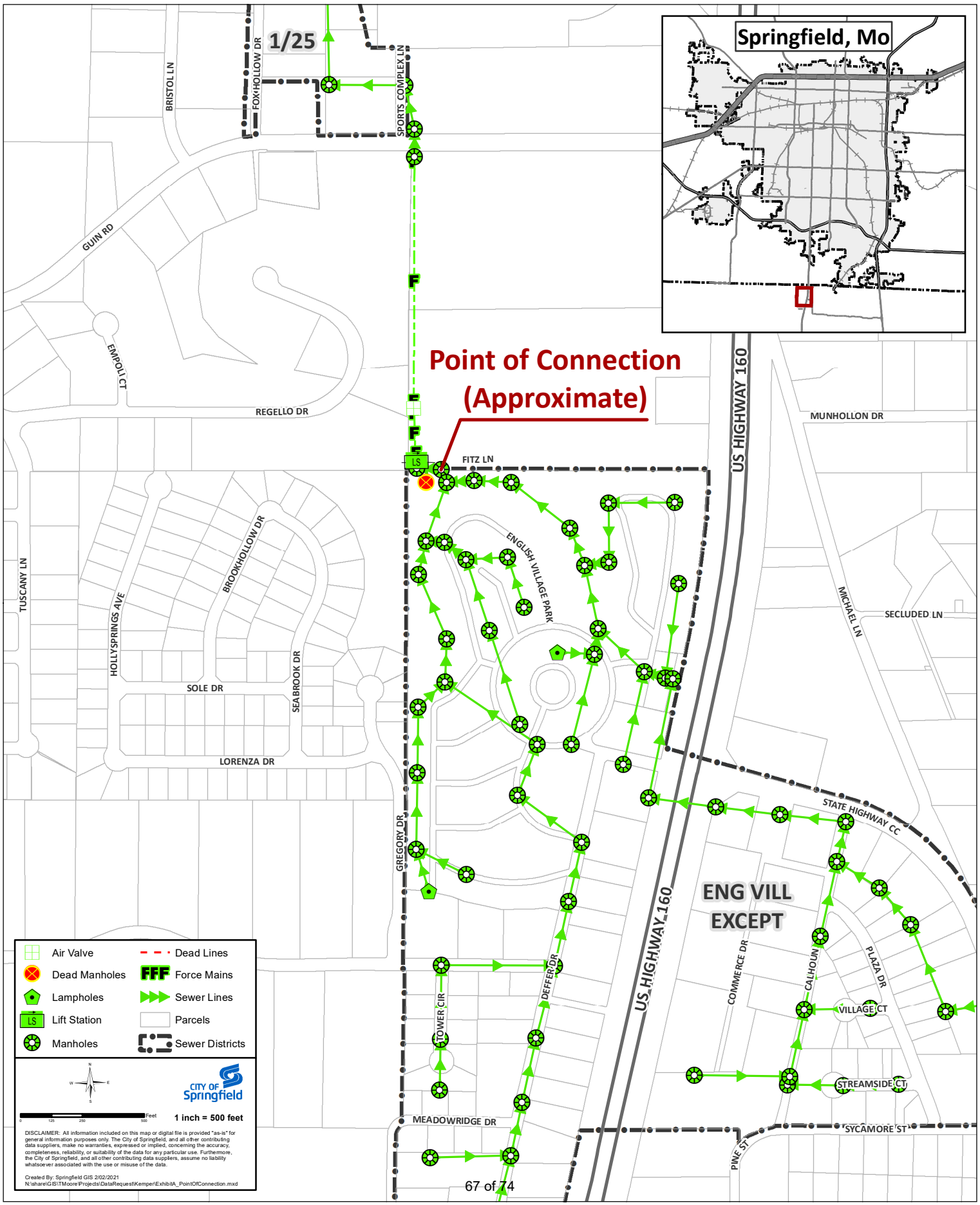

Exhibit B

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement ("Agreement") is made and entered into by and between the City of Springfield ("Springfield") and Ozarks Clean Water Company (herein referred to as "OCWC"), a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, and operation and maintenance, of the wastewater collection system (hereinafter referred to as the "English Village Sewer Collection System") that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as "English Village"). This Agreement is to provide terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease (FOG) permitting and inspection services requested by OCWC.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors within a collection system and is a fundamental function of the collection system owner.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I
PURPOSE

1.1 Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and OCWC agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures, standards, and cost recovery for administering such aid in times of emergency.

Furthermore, the English Village Sewer Collection System serves a number of Food Service Establishments (FSEs) that are subject to 40 CFR Part 403 concerning fats, oils, and grease collection, pursuant to OCWCs wastewater service contract with Springfield. OCWC requests that Springfield provide the FOG permitting and compliance program administration for the English Village Sewer Collection System FSEs for a fee, and Springfield agrees to provide the limited FOG administration services for a fee.

ARTICLE II
DEFINITIONS

2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.

2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.

2.3 Effective Date means the date established in accordance with Section 9.1.

2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.

2.5 Food Service Establishment (FSE) means an operation that stores, prepares, packages, services, or otherwise provides food for human consumption. A Mobile food establishment means a FSE that operates form a movable vehicle, portable structure, or pushcart.

2.6 FOG or Fats, Oils, and Grease permitting, and inspection services means Regulatory requirements to ensure sewer use compliance with the adopted International Plumbing Code, Land Development Springfield City Code Section 36, 1003.3. Permitting consists of requiring a grease removal device capable of removing the daily pounds of FOG discharged from the FSE and identifying the required cleaning frequency.

2.7 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

2.8 Requesting Party means the party who requests aid or assistance under this Agreement.

2.9 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current and will be included on both Springfield's quarterly wastewater billing and OCWC's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV
REQUEST FOR ASSISTANCE

4.1 Party Request. In the event of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel,

equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

a. A general description of the assistance needed;
b. The part of the wastewater system for which assistance is needed;
c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform the Requesting Party, as soon as possible, whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

a. A description of the personnel, equipment and materials available to respond;
b. The estimated length of time the personnel, equipment and materials will be available;
c. The name of the person or persons to be designated as supervisory personnel; and
d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.

4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V
RESPONDING PARTY PERSONNEL

5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.

5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.

5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI
COSTS OF RESPONSE AND COST REIMBURSEMENT

6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories of costs listed in Section 6.2 to 6.5 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.

6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.

6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.

6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.

6.5 Fats, Oils, and Grease (FOG) Permit Fee. The FOG permit fee is periodically established by Springfield City Council to recover costs associated with administering the FOG Program. Food Service Establishments within the English Village Service area will be inspected by Springfield personnel and the resulting permit fees will be invoiced to OCWC.

6.6 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while

providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party will not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII
RISK ALLOCATION

7.1 Immunity. All parties that are governmental entities are entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.

7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.

7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.

7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII
DISPUTES

8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX
EFFECTIVE DATE; MODIFICATION; TERMINATION

9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.

9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for

additional one-year terms commencing on the anniversary of the effective date of this Agreement.

9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.

9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X
MISCELLANEOUS

10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.

10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.

10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

OZARKS CLEAN WATER COMPANY	CITY OF SPRINGFIELD, MISSOURI
By _____	By_____
David Casaletto, President Ozark Clean Water Company	City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Secretary	City Clerk
Date:_____	Date:_____

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-02-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 057 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of the Springfield City Code,' by establishing a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021, which shall facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, the City provides wastewater treatment services to the communities of Battlefield, Willard, Strafford, and the service area known as English Village, which is operated by the Ozarks Clean Water Company (hereinafter collectively referred to as "Satellite Communities"); and

WHEREAS, each of the Satellite Communities are responsible for the ownership and operation of their wastewater collection system and have historically contracted with Springfield for the treatment of their wastewater; and

WHEREAS, the City has had longstanding contracts with each of the Satellite Communities for the treatment of their wastewater which has historically been billed at the same base charge and volume charge applicable to other customers; and

WHEREAS, the City wishes to simplify the method of billing for Satellite Communities by charging a volume charge for wastewater based on measured flow at the point of connection; and

WHEREAS, a code change to the City's Chapter 120, Section 120-245, 'Rates of the Springfield City Code,' is required to reflect the new volume wastewater rate of charge.

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

Section 1 – Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of the Springfield City Code,' are hereby modified, effective July 1, 2021, to reflect new a rate schedule that provides for a wholesale charge, beginning July 1, 2021, which sections shall read as follows:

NOTE: Language to be added is underlined. Language to be deleted is ~~stricken.~~

Sec. 120-245. - Rates.

For the services rendered to the city or other public authority, the city or authority shall be subject to the same charges provided in this section for other users of the POTW.

(1) Effective July 1, 2020, the schedule of wastewater service rates shall be as follows:

a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $20.89 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.50 per each 100 cubic feet of water, or fraction thereof, used per month.

(2) Effective July 1, 2021, the schedule of wastewater service rates shall be as follows:

a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $22.03 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.60 per each 100 cubic feet of water or fraction thereof used per month.

c. There shall be assessed to each wholesale user of the POTW a volumetric charge of $2.48 per each 100 cubic feet of metered wastewater or fraction thereof.

(3) Effective July 1, 2022, the schedule of wastewater service rates shall be as follows:

a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of $23.34 per month.

b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: $2.71 per each 100 cubic feet of fresh water or fraction thereof used per month.

c. There shall be assessed to each wholesale user of the POTW a volumetric charge of $2.48 per each 100 cubic feet of metered wastewater or fraction thereof.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 057

FILED: 03-02-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To amend City Code Chapter 120, Wastewater Regulations, Article VI, Wastewater Charges and Rates to establish a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021. This change will facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

BACKGROUND INFORMATION: The City has historically provided contract wastewater service to the communities of Battlefield, Willard, Strafford, and the service area known as English Village, which is operated by the Ozarks Clean Water Company. Each community owns and operates their own sewer collection system which then discharges into the Springfield sewer system at a point of connection.

Under these contracts, each community makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. These contracts allow each satellite community to deduct a percentage of this remittance to defer system operation and maintenance costs. Springfield's permits with the Missouri Department of Natural Resources ("MDNR") include several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system. Since each Satellite Community's sewer collection system flows into and forms an extension of Springfield's permitted system, they are also required to adopt and maintain similar sewer use ordinances.

For many years, these agreements have served both Springfield and the Satellite Communities well. However, following a lengthy review of our mutual agreements, it is evident the current contract has proven unnecessarily cumbersome for both the Satellite Communities and Springfield. For this reason, the City of Springfield is proposing to restructure each of the current wastewater contracts to provide a more streamlined approach and improve contract conformity.

Future contracts will assess charges based on a per 100 cubic feet ("ccf") charge, or "wholesale" rate, that will be measured at the point of connection and billed no less often than quarterly. The total costs recovered by Springfield under this new approach are very similar to the revenue we receive today, but the distribution of these costs will be somewhat different, resulting in increases or decreases for each of the communities we serve.

This updated process will no longer require Satellite Communities to monthly report their number of customers and individual wastewater use. It will also eliminate fees for each new permitted sewer connection. Each Satellite Community will be invoiced no less often than quarterly based on the measured wastewater contributed to Springfield's

Publicly Owned Treatment Works.

REMARKS: The Department of Environmental Services recommends approval of the proposed rate schedule and addition of a volumetric charge.

Submitted by:

Ron Petering
Assistant Director of Environmental Services

Recommended by:

Erin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-02-21

Sponsored by: Ferguson, Hosmer, McClure, and Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 058 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of $150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

_____

WHEREAS, Resolution 10554, passed on February 16, 2021, adopted City Council Priorities, which include applying a significantly stricter enforcement approach to nuisance law violations and addressing quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods; and

WHEREAS, additional code compliance officers would facilitate moving from a complaint-driven enforcement process to a proactive process including City-initiated property inspections and enforcement; and

WHEREAS, this Council bill will provide funding for the equivalent of three full-time additional contract code compliance officers.

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

Section 1 – 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. 64, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A” for the purpose of funding the equivalent of three full-time additional contract code compliance officers to enhance proactive City Code enforcement of nuisance law violations.

Section 2 – City Council finds the budget adjustment has been recommended by the City Manager.

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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-058

FILED: 03-02-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of $150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

BACKGROUND INFORMATION: This bill was requested by Mayor Pro Tem Phyllis Ferguson and Councilmember Craig Hosmer.

On February 16, 2021, City Council passed Resolution 10554, which adopted City Council Priorities. The adopted priorities include applying a significantly stricter enforcement approach to nuisance law violations and addressing quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods. The City has been using an enforcement process that was triggered by citizen complaints. However, a proactive approach of City-initiated property inspections and enforcement would be beneficial to achieve City Council's priorities regarding nuisance law violations.

Additional code compliance officers would facilitate moving from a complaint-driven enforcement process to a proactive process including City-initiated property inspections and enforcement. This bill would provide funding of $150,000 to fund the equivalent of three full-time additional contract code compliance officers.

Recommended by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	500130	000000	00000	$ 150,000	Temporary Wages
Net Expenditure Adjustment						$ 150,000	

Fund Balance Appropriation:

Fund		Title	Amount
10110	09	General Fund	(150,000)

Explanation: To amend the FY2020-2021 budget by appropriating fund balance for contract code compliance officers.

Requested By:

3/2/21
Department Head Date

Approved By:

3/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-058
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-02-21

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 059 GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a variance to the unauthorized use charge for receiving overrun gas after notice and without prior approval, each as described or defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), to be imposed by City Utilities of Springfield, Missouri.

_____

WHEREAS, because of increased demand for natural gas due to prolonged sub-zero temperatures and decreased supply from frozen natural gas wells, extraordinary energy market charges were incurred by City Utilities of Springfield, Missouri ("City Utilities"), during February 2021; and

WHEREAS, the Board of Public Utilities has recommended that the unauthorized use charge for receiving overrun gas after notice and without prior approval, which is based on such energy market charges, be decreased to reduce the impact of the energy market charges on City Utilities' curtailable customers.

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

Section 1 – Notwithstanding the language of the Curtailable Gas Service Rate, any customer receiving overrun gas, after notice and without prior approval, in February 2021 shall be subject to an unauthorized use charge of one and one half (1.5) times the average Gas Daily Index for Southern Star Central Gas Pipeline, Inc., or its successors, expressed as dollars per therm. For purposes of this Ordinance, "unauthorized use charge" and "overrun gas" shall be as described or defined in 'Attachment 3,' Gas Rates Sheet No. 3 of General Ordinance 6319, 'Curtailable Gas Service Rate.'

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 059

FILED: 03-02-21

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

PURPOSE: To approve a variance to the unauthorized use charge as defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), because of unprecedented energy market charges which occurred during February 2021.

BACKGROUND:

Summary of Change

The variance to the unauthorized use charge proposed in the accompanying Ordinance modifies the charge for any City Utilities customer receiving overrun gas, after notice and without prior approval, in February 2021 to one and one half (1.5) times the average Gas Daily Index for Southern Star Central Gas Pipeline, Inc.

Reason for Change

Customers served under the Curtailable Gas Service Rate ("Curtailable Customers") agree to curtail (i.e., stop using) natural gas service as provided under special contract with City Utilities. Curtailable Customers are generally those commercial and industrial natural gas customers of City Utilities who use more than 30,000 therms (the measurement unit for natural gas) or more per month, which is significantly more than residential and other commercial and industrial natural gas customers use on average.

Having Curtailable Customers allows City Utilities to maintain natural gas service to its other customers (who are referred to as "firm customers") during periods of high demand where the pipeline capacity to deliver natural gas to City Utilities' firm customers is needed. The reduced rate for natural gas service reflected in Curtailable Customers' bills is partially offset by their cost to have, run and maintain backup generation systems.

By written agreement, Curtailable Customers agree that in exchange for not paying certain pipeline transmission and storage service fees, they (1) will have a backup generation system that can substitute for natural gas usage; and (2) will curtail natural gas usage when City Utilities notifies them of a natural gas shortage.

The Curtailable Gas Service Rate also provides that if Curtailable Customers do not curtail their usage of natural gas upon notice and without prior approval, they will pay an unauthorized use charge. The purposes of this charge include discouraging Curtailable Customers from using natural gas after receiving notice of a curtailment and making

sure that City Utilities recovers any costs it may have incurred due to penalties charged by natural gas pipeline(s).

The Curtailable Gas Service Rate states that Curtailable Customers who use natural gas without approval after they have received notice of curtailment must pay a penalty of the higher of:

1. $1.50 per therm; or

2. Ten (10) times the price that City Utilities paid for the gas, which is determined by the Gas Daily Index for Southern Star Central Gas Pipeline, Inc. or its successors.

City Utilities notified Curtailable customers that a curtailment was required beginning 9 a.m. on Saturday, February 13, 2021, and extending until 9 a.m. on Friday, February 19, 2021.

During the period of February 13-19, 2021, the City of Springfield and the entire Midwest experienced an unprecedented weather and subsequent energy market event. Increased demand due to sub-zero temperatures and decreased supply from frozen natural gas wells caused market gas prices to spike to extraordinarily high levels. To illustrate, the Gas Daily Index for Southern Star Central Gas Pipeline Inc. spiked to more than $300.00 per dekatherm ($32.9595 per therm) for four consecutive days and to more than $600.00 per dekatherm ($62.2785 per therm) for one day, exceeding the highest price for this index on record, $31.265 per dekatherm ($3.1265 per therm) which occurred in February 2013.

REMARKS:

The Board of Public Utilities of the City of Springfield, Missouri (the “Board”), believes that nearly all of the Curtailable Customers complied with the natural gas curtailment request as best they could, but with record cold weather temperatures coupled with required electrical rolling blackouts, they risked vital exposure to their businesses and the health and safety of their employees and customers.

The Board discussed this matter at its regular meeting held on February 25, 2021. It determined that due to the extraordinarily high cost of natural gas, along with required electrical rolling blackouts, and the good faith efforts demonstrated by nearly all of its Curtailable Customers, the application of the unauthorized use charge as written would result in an unreasonable penalty to the Curtailable Customers.

After analysis and discussion, the Board determined that varying the unauthorized use charge to be imposed during February 2021 from ten (10) times the price of natural gas to one and one-half (1.5) times the price of natural gas would still result in a full recovery of costs caused during the natural gas shortage and continue to provide a deterrent to encourage the Curtailable Customers to be prepared for the future.

The Board will undertake a comprehensive review of this charge and determine if a permanent change is warranted.

The Board recommends that City Council approve a variance to the unauthorized use charge as provided in the accompanying Ordinance.

Submitted by:

Amy Derdall,
Associate General Manager -Finance
and Chief Financial Officer

Approved by:

Gary Gibson,
General Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-02-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 060 GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), to be calculated by City Utilities of Springfield, Missouri.

WHEREAS, because of increased demand for natural gas due to prolonged sub-zero temperatures and decreased supply from frozen natural gas wells, extraordinary energy market charges were incurred by City Utilities of Springfield, Missouri ("City Utilities"), during February 2021; and

WHEREAS, the Board of Public Utilities has recommended that cost recovery of such charges be spread over a longer time period than currently provided in the Purchased Gas Clause to reduce the impact of the charges on City Utilities' customers' monthly bills.

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

Section 1 – Notwithstanding the language of the Purchased Gas Clause, Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 shall be removed from Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be effective for the six-month period beginning April 2021. For purposes of this Ordinance, "Recovery Adjustment Factor," and "Under-Recovery (Over-recovery) of Prior Purchased Gas Cost Dollars" shall be as described or defined in 'Attachment 4,' Gas Rates Sheet No. 4 of General Ordinance 6319, 'Purchased Gas Clause.'

Section 2 – A separate Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 shall be calculated semiannually for estimated recovery of such amount over a period of up to 24 months beginning April 2021.

Section 3 – Any amount of Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 remaining at the end of such period shall be calculated together with Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be effective for the next six-month period thereafter.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 060

FILED: 03-02-21

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

PURPOSE: To approve a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), because of unprecedented energy market charges incurred by City Utilities during February 2021.

BACKGROUND:

Summary of Change

The variance to the Recovery Adjustment Factor proposed in the accompanying Ordinance removes Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 from the Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor for the six-month period beginning April 2021.

As proposed in the accompanying Ordinance, a separate Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 will be calculated semiannually for estimated recovery of such amount over a period of up to 24 months beginning April 2021. Any amount of Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 at the end of such period would be calculated together with Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be effective for the next six-month period thereafter.

Approval of this proposal would spread such cost recovery over a longer period than currently provided in the Purchased Gas Clause to reduce the monthly impact to City Utilities customers.

Reason for Change

To mitigate risks associated with natural gas cost volatility, City Utilities uses a natural gas purchasing strategy that includes firm contracts, storage, market purchases, and financial hedge instruments. During the period of February 13-19, 2021, the City of Springfield and the entire Midwest experienced an unprecedented weather and subsequent energy market event. Increased demand for natural gas due to prolonged sub-zero temperatures and decreased supply from frozen natural gas wells caused market gas prices to spike to unprecedented levels. To illustrate, the Gas Daily Index for Southern Star Central Gas Pipeline Inc. spiked to more than $300.00 per dekatherm for four consecutive days and to more than $600.00 per dekatherm for one day, exceeding

the highest price for this index on record, $31.265 per dekatherm which occurred in February 2013. To ensure delivery of natural gas to its customers, it was necessary for City Utilities to purchase a portion of the required natural gas at extraordinarily high market prices.

Actual costs of natural gas purchases for resale to City Utilities customers are passed directly to them through the rate mechanism defined in the Purchased Gas Clause. Each month City Utilities estimates the average cost of natural gas for that month. If gas costs are more or less than estimated, the under or over recovery of natural gas costs is recovered from customers through the Recovery Adjustment Factor, which is recalculated semiannually for recovery over the periods of April through September and October through March. Since the purchased gas costs during February 2021 were extraordinarily high, it is proposed that those costs be calculated and separately recovered over a period of 24 months (which time period may be shortened due to higher gas usage than anticipated or separate recovery of some or all of the subject gas costs during the recovery period) to reduce the monthly impact to City Utilities customers.

REMARKS:

The Board of Public Utilities of the City of Springfield, Missouri (the “Board”), discussed this issue at its regular meeting held on February 25, 2021. It determined that the extraordinarily high cost of natural gas during the week of February 14, 2021, warrants a variance from the Recovery Adjustment Factor if approved by City Council.

The Board is recommending that February 2021 charges for natural gas be removed from the Recovery Adjustment Factor for April 2021 through October 2021, and that those charges be repaid over a period of time up to 24 months, as provided in the accompanying Ordinance. This would serve to spread the cost recovery over a longer time period for City Utilities customers and reduce the impact on such customers’ monthly bills.

Submitted by:

Amy Derdall,
Associate General Manager -Finance
and Chief Financial Officer

Approved by:

Gary Gibson,
General Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 03-02-21

Sponsored by: Lear

COUNCIL BILL 2021- 061 RESOLUTION _____

RESOLUTION

GRANTING a new liquor license to sell liquor by the drink at retail, including Sunday sales to Prairie Pie, LLC, d/b/a Prairie Pie, for their location at 307 South Jefferson Avenue, Springfield, Missouri.

WHEREAS, Prairie Pie, LLC, d/b/a Prairie Pie, has filed an application for a license to sell retail liquor by the drink at retail, including Sunday sales, at its location at 307 South Jefferson Avenue; and

WHEREAS, said location is within 100 feet of a property owned and/or operated by Missouri State University; and

WHEREAS, pursuant to Sections 10-37(a) and 10-37(c) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 100 feet of any school, church, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent of City Council.

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

Section 1 – City Council consents to granting Prairie Pie, LLC, d/b/a Prairie Pie, a license to sell retail liquor by the drink at retail, including Sunday sales, at its location at 307 South Jefferson Avenue, Springfield, Missouri.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 061

FILED: 03-02-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Granting a new liquor license to sell retail liquor by the drink, including Sunday sales to Prairie Pie, LLC, d/b/a Prairie Pie, for their location at 307 South Jefferson, Springfield, Missouri.

BACKGROUND INFORMATION: Applicant, Prairie Pie, LLC, d/b/a Prairie Pie, applied for a license to sell liquor by the drink at retail, including Sunday sales at its location at 307 South Jefferson. The applicant's business is located within the Downtown Springfield Community Improvement District ("Downtown CID") and is located within 100 feet of property owned and/or operated by Missouri State University located at 300 South Jefferson and 301 South Jefferson. Objections were not submitted to City staff.

Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 200 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. Section 10-37(c) establishes an exception to the 200-feet distance down to a distance of 100 feet for establishments within the Downtown CID if the Director of Finance reviews criteria, including prior police calls to or violations of laws by establishments owned by the applicant and a feasible plan for parking and security, and determines a license will not adversely impact the Downtown CID. In this case, the applicant's property is within 100 feet of a school, so the Director of Finance is not authorized by the exception in Section 10-37(c) to issue the license. As a result, City Council must determine whether it will issue a license to this business location.

Submitted by:

Lori Stubbeman,
Business License Supervisor

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 03-02-21

Sponsored by Lear

COUNCIL BILL 2021- 062 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointments of Marc Foremen and Thys Jones to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

WHEREAS, on October 15, 2001, City Council passed Special Ordinance 24100, approving a petition requesting the formation of the Convention and Entertainment Community Improvement District ("CID") and establishing the CID; and

WHEREAS, said Ordinance provides that the CID shall be governed by a five-member Board of Directors (the "Board"); and

WHEREAS, said petition established the qualifications of, and process for appointment of members to the CID Board through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is currently a need to appoint two members to the Board of Directors; and

WHEREAS, the Mayor of the City of Springfield, Missouri, has recommended the appointment of Marc Foremen and Thys Jones.

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

Section 1 – City Council hereby confirms the appointments of Marc Foremen and Thys Jones to the Convention and Entertainment Community Improvement District Board, with Marc Foremen's term to expire on October 15, 2021, and Thys Jones's term to expire on October 15, 2023.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-_062_____

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointments of Marc Foreman and Thys Jones to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Convention and Entertainment Community Improvement District (CID), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointments to the Board:

Seat	Name	Qualification	Term Expires	Notes
2	Thys Jones	Representative of real property owner in District	10/15/2023	New appointment to serve remainder of unexpired term
4	Marc Foreman	Representative of real property owner in District	10/15/2021	New appointment to serve remainder of unexpired term

REMARKS: Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. _____
Filed: 03-02-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 063 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept $7,000 in additional grant funds, from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project; amending the budget of the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of $7,000 to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, on December 16, 2019, Council adopted Special Ordinance 27260, in which the Department of Workforce Development was authorized to accept $3,500 in grant funding from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project ("RESEA"); and

WHEREAS, on June 29, 2020, Council adopted Special Ordinance 27345, in which the Department of Workforce Development was authorized to accept an additional $6,615 in RSEA grant funds; and

WHEREAS, the Department of Workforce Development has learned that an additional $7,000 in RESEA grant funds is available; and

WHEREAS, certain unemployment recipients, as determined to be eligible by the Department of Labor, participate in the RESEA project; and

WHEREAS, participants in the RESEA project are referred to the Missouri Job Center for services; and

WHEREAS, RESEA project participants arrange appointments at the Missouri Job Center to receive services including: an orientation to Job Center services; labor market information; skills assessment; review of self-evaluation questionnaire and work search log; MoJobs resume; reemployment services to include the development of an individual employment plan; and random work search verification.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept additional grant funds in the amount of $7,000 from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the City's Department of Workforce Development, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 61 in the Amount of $7,000, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from the State of Missouri and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 063

FILED: 03-02-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield's Department of Workforce Development, to accept additional funding issued by the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment (RESEA) 2019 project in the amount of $7,000.

BACKGROUND INFORMATION:
The Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development ("DHEWD"), the Office of Workforce Development ("OWD"), and the Workforce Development Boards of Missouri all work together to operate the RESEA Program and ensure that Project participants are provided the following services when they report to the Missouri Job Center:

- A courtesy call reminding the participant of their RESEA appointment;
- Wagner-Peyser registration;
- Job Center orientation;
- Labor Market Information;
- Review of continued eligibility and referral to adjudication, as appropriate;
- Complete the RESEA assessment and record in MoJobs;
- Development of an individual employment plan;
- Referral to reemployment services;
- Job search assistance;
- Work search activity verification; and
- Create a resume in MoJobs.

The City of Springfield's Department of Workforce Development currently has $10,115 in previously received RESEA funding. DHEWD has provided an additional amount $7,000 in order to serve 200 additional participants. This additional funding will bring the current available level of funding for the RESEA program to $17,115.

REMARKS: All funding for this Project must be expended prior to April 30, 2021, without prior written approval from OWD. Please see the attached Missouri DHEWD Notice of Obligation and budget in "Exhibit A" and "Exhibit B."

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage,
City Manager

Missouri Department of Higher Education and Workforce Development

Notice Of Obligation

Exhibit A

SUB AWARD NUMBER:	10-08-08-19	PROJECT:					
SUB AWARD MODIFICATION NO.	2	RESEA 2019					
		PERIOD OF PERFORMANCE					
FEDERAL AWARDING AGENCY:	U.S. DEPARTMENT OF LABOR	**Start Date** 10/01/2019	**End Date** 04/30/2021			Page 1	
GRANT NUMBER:	UI-32849-19-60-A-29	R & D	CAP	ICR%	De Minimis		
FEDERAL AWARD DATE:	01/01/2019	☐	☐	11.720000	☐		
TOTAL AWARD AMOUNT:	$17,115.00						

SUBRECIPIENT ID: 006852255

SUBRECIPIENT:

CITY OF SPRINGFIELD DEPARTMENT OF FINANCE
2900 EAST SUNSHINE
SPRINGFIELD, MO 65804

ISSUED BY:

MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT
301 WEST HIGH STREET, SUITE 870
P.O. BOX 1087
JEFFERSON CITY, MISSOURI 65102-1087

DESCRIPTION

Must comply with the PY19 Workforce Innovation and Opportunity Act (WIOA) Annual Agreement.
Must comply with WIOA rules and regulations and all applicable state and federal rules and regulations.
Must comply with the project scope of work.
Must comply with 2 CFR Part 200 and 2 CFR Part 2900.

ACTION

To award additional funds and extend the period of performance through April 30, 2021.

YEAR	CFDA	PROGRAM ACCOUNT ID	AVAILABLE DATE	CURRENT LEVEL	MODIFICATION LEVEL	NEW LEVEL
PY19	17.225	RESEA FOR CLAIMANTS UI	10/01/2019	$10,115.00	$7,000.00	$17,115.00

TOTAL FUND AVAILABILITY

	CURRENT LEVEL TOTAL	MODIFICATION LEVEL TOTAL	NEW LEVEL TOTAL
Project code: 455	$10,115.00	$7,000.00	$17,115.00

Except as modified, all terms and conditions of said sub award/agreement remain unchanged and in full effect.

Mardy Leathers

Date Signed
02/18/2021

SCOPE OF WORK
REEMPLOYMENT SERVICES AND ELIGILBILITY ASSESSMENT
OZARK WORKFORCE DEVELOPMENT BOARD OF SPRINGFIELD
OCTOBER 1, 2019 THROUGH APRIL 30, 2021

The Office of Workforce Development (OWD) of the Department of Higher Education and Workforce Development (DHEWD) is making seventeen thousand, one hundred fifteen dollars and zero cents ($17,115.00) of Unemployment Insurance funds available to the Ozark Workforce Development Board of Springfield for the purpose of funding the Reemployment Services and Eligibility Assessment (RESEA) project.

For the purposes of this Scope of Work, the Ozark Workforce Development Board of Springfield shall be the Subrecipient and RESEA shall be the Project. The Scope of Work shall serve to identify the responsibilities of the Subrecipient to receive funds through OWD.

1. No funds from this Project shall be expended before October 1, 2019 or after April 30, 2021, without prior written approval from OWD.

2. The Subrecipient must not change or modify the Project Scope of Work or budget (Attachment 1) without the prior written approval from OWD. Any budget or program adjustment modification must be submitted to and approved by OWD in writing.

3. The Subrecipient shall operate program services as approved by the United States Department of Labor (USDOL), the OWD Issuances, and the Memorandum of Agreement with the Missouri Department of Labor and Industrial Relations (DOLIR) (Attachment 2).

4. The Subrecipient has the authority to expend funds in accordance with the State's written approval, assurances and any subsequent correspondence with regard to this project, and all correspondence between the Workforce Development Board, USDOL and the OWD.

5. Expenditures reported must not exceed the budget line items by greater than ten percent (10%) of the total budget. Line item transfers shall require advanced approval from OWD. Failure to comply may result in disallowances.

6. The Subrecipient shall provide adequate partner staff to assist OWD staff as needed to provide reemployment services to RESEA customers in the Job Center.

7. The Subrecipient shall ensure pre-appointment calls are conducted to scheduled RESEA participants to remind them about their scheduled appointment to reduce the "no-show" rate.

8. The Subrecipient shall ensure claimants referred for Project services who are unable to report on the originally scheduled date and time are rescheduled.

9. The Subrecipient shall ensure the reason for rescheduled appointments are reported to the Division of Employment Security (DES) by the submission of a DWD-PO-84.

10. The Subrecipient shall ensure Project participants are provided the following services when they report to the Job Center:

    a. orientation to Job Center services;
    b. Labor Market Information (LMI) and career information that addresses the claimants' specific needs;
    c. Skills Assessment;
    d. review of Self-evaluation Questionnaire and Work Search Log;
    e. MoJobs resume;
    f. reemployment services to include the development of an individual employment plan; and
    g. random work search verification.

11. The Subrecipient shall report any issues detected in the job search review to the DES by submission of a DWD-PO-84.

12. The Subrecipient shall ensure referrals are made to any other appropriate reemployment services.

13. The Subrecipient's staff time shall be charged at a rate not-to-exceed ninety (90) minutes for each RESEA appointment. In the event a RESEA takes less time, only the actual time spent shall be charged. The actual cost of serving participants shall not exceed fifty-four dollars and eight cents ($54.08) per ninety (90) minutes.

14. The Subrecipient shall submit the log summarizing the monthly time spent on RESEA activities (Attachment 3) to the DHEWD Financial-HelpDesk by the tenth (10th) of every month for all employees, except OWD staff, who have performed duties under the RESEA project for the prior month. Actual timesheets shall be kept on file for review as appropriate. If requested by OWD, the Subrecipient shall provide other documentation for the purpose of reimbursement.

15. The Subrecipient shall provide services to the sole satisfaction of OWD and shall provide program reports and summaries as requested by OWD.

16. The Subrecipient shall comply with the terms of subrecipient monitoring as delineated in the Annual Agreement. In the event the Subrecipient issues subawards to its subrecipient(s), the Subrecipient must ensure completion of monitoring its subrecipient(s).

17. The Subrecipient must comply with the Annual Agreement in regards to payment and reporting requirements. Contact the DHEWD Financial-HelpDesk to request access to DHEWD's Financial Reporting System (FRS). **All expenditures must be reported on an accrual basis.**

18. Questions regarding RESEA may be directed to Robert Ruble, Workforce Programs Manager, at Robert.Ruble@dhewd.mo.gov.

19. Attachment(s):

    1 – Budget
    2 – DOLIR Memorandum of Agreement
    3 - Sample timesheet

Attachment 1

Ozark Workforce Development Board of Springfield
RESEA Program Budget
October 1, 2019 through April 30, 2021

	Amount	REVISED BUDGET May-20	NEW BUDGET	REVISED BUDGET Feb-21	NEW BUDGET	Narrative
RESEA Staffing Funds	$ 3,500.00	$ 6,615.00	$ 10,115.00	$ 7,000.00	$ 17,115.00	Salary, fringe, training costs
TOTAL BUDGET:	**$ 3,500.00**	$ 6,615.00	**$ 10,115.00**	$ 7,000.00	**$ 17,115.00**	

ADDENDUM TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS, DIVISION OF EMPLOYMENT SECURITY, THE MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT, OFFICE OF WORKFORCE DEVELOPMENT, AND
THE WORKFORCE DEVELOPMENT BOARDS OF MISSOURI

The above referenced Memorandum of Agreement (MOA) between the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development, Office of Workforce Development (OWD), formerly the Division of Workforce Development, and the Workforce Development Boards of Missouri is hereby amended as follows. All other provisions of the MOA shall remain unchanged.

1. The parties to the Agreement changed from the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Economic Development, Division of Workforce Development, and the Workforce Development Boards of Missouri to the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development, OWD, and the Workforce Development Boards of Missouri.

2. Part II section A.ii through A.iv of the Duties of the Parties is hereby revised as follows:

   ii. Provide training to staff that provide RESEA services on identifying eligibility issues;
   iii. Make determinations about continued availability and eligibility of participants when receiving information from staff that provide RESEA services; and
   iv. Provide a Manager to oversee the RESEA program.

3. Part II, section B.i through ii and section B.v of the Duties of the Parties is hereby revised as follows:

   i. Designate staff to complete the RESEA program duties;
   ii. Provide training to staff that provide RESEA, as needed, including but not limited to assessing participant needs, providing labor market information, developing a work search plan, making referrals to services and training, completing the RESEA assessment and record in MoJobs, and computer system information;
   v. Verify no less than twenty-five percent (25%) of all participants' work search activities and refer any potential issues involving work search activities to DES using the provided form

4. Part II, section B is hereby revised as follows to add B.ix:

   ix. Participate in the RESEA Program evaluation and evidence requirement as outlined in Unemployment Insurance Program Letter (UIPL) 07-19 and 1-20.

5. Part II, section C.1 through C.4 of the Duties of the Parties is hereby deleted and replaced as follows:

   i. a courtesy call reminding the participant of their RESEA appointment;
   ii. Wagner-Peyser registration;
   iii. Job Center orientation;
   iv. Labor Market Information;
   v. Review of continued eligibility and referral to adjudication, as appropriate;
   vi. Complete the RESEA assessment and record in MoJobs;
   vii. Development of an individual employment plan;
   viii. Referral to reemployment services;
   ix. Job search assistance;
   x. Work search activity verification; and
   xi. Create a resume in MoJobs.

6. Part IX, section B of the Contract Persons is hereby revised as follows:

   B. For OWD:
   Robert Ruble
   Workforce Specialist IV
   301 West High Street, Suite 870
   P.O. Box 1087
   Jefferson City, MO 65102
   (573) 751-3809
   Robert.ruble@dhewd.mo.gov

7. This addendum shall be become effective upon signature of the final party.

In witness thereof, the parties below hereby execute this agreement.

Office of Workforce Development:

Signature 1/24/2020 **Date**
Mardy Leathers, Director

Missouri Department of Labor and Industrial Relations,
Division of Employment Security:

Signature 2/18/20 **Date**
Anna S. Hui, Director
Department of Labor and Industrial Relations

Signature 2/6/20 **Date**
Chris Slinkard, Director
Division of Employment Security

MEMORANDUM OF AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS, DIVISION OF EMPLOYMENT SECURITY, THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT, AND THE WORKFORCE DEVELOPMENT BOARDS OF MISSOURI

The Missouri Department of Labor and Industrial Relations, Division of Employment Security (DES), the Missouri Department of Economic Development, Division of Workforce Development (DWD) and the Workforce Development Boards (WDB) enter into the following Memorandum of Agreement (Agreement) regarding the Reemployment Services and Eligibility Assessment (RESEA) Program.

I. Purpose of Agreement

This Agreement identifies the minimum reemployment services to be provided to RESEA Program participants as outlined in Unemployment Insurance Program Letter (UIPL) 3-17.

II. Duties of the Parties

The parties agree to work together to implement and operate the RESEA Program and to make all efforts to serve RESEA participants during the period of this Agreement. The parties also agree to perform the following duties:

A. DES agrees to do the following:

i. Select RESEA Program participants and refer them to the Missouri Job Centers for RESEA assessments;
ii. Provide training to job center RESEA staff on identifying eligibility issues;
iii. Make determinations about continued availability and eligibility of participants when receiving information from job center RESEA staff; and
iv. Provide a Grant Manager to oversee the RESEA Program.

B. DWD/WDBs agrees to do the following:

i. Designate staff to complete the RESEA program duties in the job center;

ii. Provide training to RESEA staff in the job centers, as needed, including but not limited to assessing participant needs, providing labor market information, developing a work search plan, making referrals to services and training, WorkKeys Career Readiness Certificates, Career Ready (CR) 101 remediation, and computer system information;
iii. Record reschedule information when appropriate;
iv. Conduct RESEA assessments, including the following:
    a. Ensure registration on jobs.mo.gov;
    b. Update registration on jobs.mo.gov, if necessary;
    c. Develop work search plan with participant;
    d. Provide participant with local labor market information with emphasis on high-wage employment in demand industries;
    e. Develop an Individual Employment Plan and make necessary referrals to other resources; and
    f. Review continued eligibility of participants and refer to adjudication as appropriate.
v. Verify no less than twenty-five percent (25%) of all participants' work searches and refer any potential issues involving work searches to DES using the provided form;
vi. Complete a Staff Assisted Record for each participant and maintain each record in electronic files in a manner available for review by DES;
vii. If a RESEA participant is enrolled in a workshop, staff should charge time based on the following example: **Workshop Instructor time charging**-The formula for calculating time is: the number of RESEA's divided by the total in the class multiplied by sixty (60). Example: 5 RESEA's 10 total in class. 5 divided by 10=.50, .50 X 60 = 30 minutes. If the average is much lower, like 1 RESEA out of 10 total (6 minutes) round up to the nearest increment of fifteen (15) minutes; and
viii. Participate in an electronic feedback system, sharing participation information with DES.

C. DWD and the WDBs agree to provide the following services to RESEA participants:

    1. Orientation to help claimants access self-service core services offered by the Job Center through the resource room or virtually, with particular emphasis on

accessing available labor market and career information;
2. Registration with Missouri's job bank;
3. Referrals to appropriate services offered through the Job Center; and
4. Support in the development of the claimant's reemployment plan that must include work search activities, appropriate workshops, and/or approved training.

III. Agreement Period, Amendment, and Termination

A. This Agreement will remain in effect unless terminated as provided below.

B. The parties agree to work together to evaluate the success of the RESEA Program and to apply for an additional grant if the parties deem the program to be successful. If an additional grant is received, the parties may elect to enter into a new written Agreement if they believe it is necessary or may continue under this Agreement.

C. This Agreement may be terminated by the mutual written consent of the parties.

D. The parties may unilaterally terminate this Agreement upon sixty (60) calendar day's written notice to the other parties.

E. If the USDOL determines that this Agreement is in conflict with a directive of the USDOL or with federal or state law, this Agreement may be immediately terminated or amended to be in conformity with the USDOL's requirements.

F. This Agreement may be modified or amended upon mutual written consent of all parties.

IV. Security/Confidentiality of Information

DOLIR and DWD agree that all confidential information obtained from DES in furtherance of this Agreement will be treated in accordance with the "Memorandum of Agreement between the Missouri Department of Labor

and Industrial Relation, Division of Employment Security, and the Missouri Department of Economic Development, Division of Workforce Development" and in compliance with Section 288.250, RSMo and 20 CFR Part 603. DOLIR, DWD and the WDBs agree that all confidential information is subject to the Confidentiality Agreement between DOLIR and the WDBs, Section 288.250 RSMo and 20 CFR Part 603. If there are any discrepancies between this Agreement and the confidentiality agreements between the parties (including any subsequent modifications to that agreement) relating to confidential information or security procedures, the confidentiality agreements will control.

Additionally,

A. If this Agreement is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Missouri statutes or with any rules, regulations, guidelines or directives of the USDOL or regulations of the State of Missouri, it shall be null and void to the extent of the conflict.

B. In addition, DOLIR may make an immediate, unilateral suspension and/or termination of this Agreement, effective immediately upon written notice being mailed to a WDB, if:

   1. DOLIR determines that there has been an unauthorized use or disclosure of Confidential Information by a WDB;

   2. DOLIR determines that a WDB has violated or failed to follow any term of this Agreement; or

   3. DOLIR has reason to believe that a WDB has breached this Agreement's terms relating to the use and security of Confidential Information, until such time as DOLIR has investigated and determined whether a breach has occurred.

In the event of termination, the WDB agrees to return to DOLIR or dispose of all records containing Confidential Information in its possession within ten (10) business days. But, if the termination is due to a breach or suspected breach of this Agreement, all records containing Confidential Information will be returned to DOLIR or destroyed immediately.

V. Procedures for Retention and Timely Disposal of Records Containing Confidential Information

1. The WDB agrees to dispose of all records containing Confidential Information after the purpose for which the Confidential Information was made available, as recognized in this Agreement, has been served. The recognized purpose of this Agreement includes any mandatory retention of records by a WDB for purposes of complying with required audits.

2. Disposal means return of all records to DOLIR, if applicable, or deletion or destruction of all Confidential Information from a WDB's records. If any Confidential Information is in paper format, disposal shall include shredding the material. DOLIR reserves the right under this Agreement to determine that the purpose for disclosing Confidential Information has been served and to require the immediate disposal or destruction of records.

VI. Procedures for Security

A. The WDB agrees to safeguard all Confidential Information as follows:

1. Confidential Information will be used only as authorized by this Agreement and as authorized by law.

2. Access to Confidential Information will be restricted to only those authorized persons who need it to perform the official purpose recognized in this Agreement.

3. All persons provided access to Confidential Information will be subject to the WDB's control at all times Confidential Information is being accessed. The WDB will undertake all necessary precautions to ensure that only authorized personnel will be able to access Confidential Information.

4. Confidential Information will be stored in an area that is physically safe from access by unauthorized persons at all times. Confidential Information that is maintained in electronic format, such as magnetic tapes or discs, will be stored in such a way that unauthorized persons cannot obtain the information by any means.

5. All persons with access to Confidential Information will be advised of the confidential nature of the information, the safeguards required to protect the Confidential Information,

and the civil and criminal sanctions for noncompliance contained in applicable Missouri and Federal laws. By signing this Agreement, the authorized representative of the WDB attests that all applicable persons have been instructed in accordance with the subsection.

6. In the event that any equipment or records containing Confidential Information are transported from one location to another in furtherance of the purpose of this Agreement, the WDB will take all necessary steps to ensure that the information is transferred in a way that maintains the confidentiality procedures of this Agreement.

7. All laptop computers and other electronic devices and media containing Confidential Information will be encrypted and/or password protected. The WDB will ensure that email or other data containing Confidential Information is sent only from and to addresses which are secure or only after proper steps have been taken to encrypt the email.

8. Investigation and Breach. The WDB will cooperate fully with DOLIR and with any law enforcement authority responsible for the investigation and prosecution of any possible criminal violations associated with any breach of this Agreement. The WDB will also cooperate with DOLIR, upon request, in any civil litigation to recover Confidential Information, to obtain monetary or other compensation, or to obtain injunctive relief necessary to prevent or compensate for the unauthorized release of Confidential Information by a WDB.

9. Mitigation. The WDB shall take all reasonable steps to mitigate any harmful effect on individuals or employers whose Confidential Information was lost or disclosed in violation of this Agreement, through the WDB's negligent or unlawful acts.

B. The WDB agrees to the following:

1. To ensure that every person accessing Confidential Information complies with this Agreement, with all modifications or amendments to this Agreement, and with all

applicable state and federal statutes and regulations, including applicable amendments.

2. To maintain a system sufficient to allow an audit of compliance as required by 20 CFR 603.10.

3. To notify DOLIR of any major change in system platform (hardware and/or software) procedure and/or policy affecting transmission and/or distribution of information occurring anytime after this Agreement is signed.

VII. Audits

The WDB agrees:

A. To allow DOLIR to perform on-site audits and inspections of WDB's RESEA program whenever, and as often as, DOLIR deems appropriate. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments, are being satisfied.

B. To implement, within a reasonable time, all recommendations made by DOLIR pursuant to the audit authorized by this section. This section should not be read to interfere with the authorization, as stated in Section IV.B, allowing DOLIR to suspend or terminate this Agreement if a breach is discovered or suspected. The parties agree that DOLIR maintains sole discretion to determine whether this Agreement should be suspended or terminated, or whether audit recommendations should be imposed.

C. If, as a result of the audit conducted pursuant to this section, DOLIR is required to spend additional time addressing the WDB's compliance with this Agreement, the WDB shall timely pay all reasonable costs, as determined by DOLIR, of ensuring such compliance, and payment of these costs shall be a necessary condition for the continuance of this Agreement.

D. To regularly monitor those persons with access to Confidential Information to determine whether the job responsibilities of those persons continue to require access, to immediately remove access for any person who is determined to no longer need it, and to take all necessary steps to ensure that any records which are in the

possession or control of such persons are timely destroyed as provided in this Agreement.

VIII. Records Usage, Duplication, and Re-disclosure Restrictions

A. The WDB agrees to the following limitations on the use, duplication, and re-disclosure of Confidential Information:

1. The WDB agrees to not re-disclose any Confidential Information to any other agency, entity, contractor, or person without the express written authorization of DOLIR; provided, however, that DOLIR's consent shall not be required for re-disclosure to the Missouri State Auditor during the course of an official audit.

2. The WDB agrees that it will not allow the duplication or dissemination of Confidential Information within its own organization, except as necessary to fulfill the stated purpose of this Agreement.

B. The WDB shall timely adopt policies and procedures to ensure that all Confidential Information is used solely as authorized by this Agreement and to ensure that the confidentiality of such information is safeguarded. These policies and procedures shall be available for review by DOLIR at any time requested.

C. The WDB agrees that, if any violations or suspected violations of this Agreement pertaining to the use, duplication, or re-disclosure of Confidential Information are discovered by the WDB, the WDB will report such violations to DOLIR immediately where possible, and in all cases within two (2) business days.

D. If Confidential Information is subpoenaed as part of a criminal or civil case or investigation, the WDB will take all necessary steps to prevent disclosure, including filing a motion to quash and/or seeking, and diligently pursuing, a protective order from a court which will protect the Confidential Information from further disclosure except as necessary to proceed with the case or investigation.

IX. Contact Persons

A. For DES:

Jenn Adams
RESEA Manager
421 East Dunklin Street
PO Box 59
Jefferson City, MO 65104-0059
(573) 751-6751
Jenn.Adams@labor.mo.gov

B. For DWD:

Robert Ruble
Workforce Specialist IV
421 East Dunklin Street
PO Box 1087
Jefferson City, MO 65102
(573) 751-3809
robert.ruble@ded.mo.gov

V. Signatures

This Agreement will be effective upon the signature of all the parties indicated below or their authorized representative.

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT,
DIVISION OF WORKFORCE DEVELOPMENT

Mardy L. Leathers, Director
Division of Workforce Development
421 East Dunklin Street
Jefferson City, MO 65101
573-751-3349

12/11/18
Date

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS,
DIVISION OF EMPLOYMENT SECURITY

Anna S. Hui, Director
Department of Labor and
Industrial Relations
421 E. Dunklin Street
Jefferson City, MO 65104
(573) 751-0103

12/27/18
Date

Chris Slinkard by Spencer Clark
Chris Slinkard, Director
Division of Employment Security
421 E. Dunklin Street
Jefferson City, MO 65104
(573) 751-8086

12/27/18
Date

RESEA Time Charging

RESEA time charging for two week period

Pay Period:

Date submitted:

Job Center				
	EMPLOYEE NAME	PROJECT ACTIVITY	DATE	HOURS
	Total			0.00

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
061

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	416010	102805	00000	$ 7,000	Federal Grant Revenue - RESEA 2019 Additional Award
Net Revenue Adjustment						$ 7,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	502670	102805	00000	$ 7,000	Incumbent worker training - Additional Award
Net Expenditure Adjustment						$ 7,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriating federal grant revenue for additional award of RESEA program funding.

Requested By:

Sally Payne 3/2/21
Department Head Date

Approved By:

3/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-063
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 03-02-21

Sponsored by: Hosmer

COUNCIL BILL 2021- 064 RESOLUTION _____

A RESOLUTION

APPROVING the appointments of Chris Ball, Louise Knauer, Allen Kunkel, and Randy Blackwood to the Board of Directors of the Springfield Center City Development Corporation.

WHEREAS, the Springfield Center City Development Corporation ("SCCDC") was established in 1998 for the purpose of financing certain publicly supported center city projects, such as the Expo Center and the Jordan Valley Car Park; and

WHEREAS, the City Manager has recommended the appointments of Chris Ball, Louise Knauer, and Allen Kunkel to the SCCDC Board of Directors subject to approval of City Council; and

WHEREAS, the Springfield-Greene County Park Board recommends the appointment of Randy Blackwood to the SCCDC Board of Directors subject to approval of City Council.

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

Section 1 – City Council hereby approves the City Manager's recommended appointments to the Board of Directors of the Springfield Center City Development Corporation: Chris Ball to fill the unexpired term of Sally Hargis, said term to expire September 15, 2022; Louise Knauer to fill the unexpired term of Bill Kirkman, said term to expire September 15, 2026; and Allen Kunkel to fill the unexpired term of Andy Lear, said term to expire September 15, 2022.

Section 2 – City Council hereby approves the Springfield-Greene County Park Board's recommended appointment to the Board of Directors of the Springfield Center City Development Corporation: Randy Blackwood to fill the unexpired term of Scott Bailes, said term to expire September 15, 2026.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 064

FILED: 03-02-23

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve the appointments of Chris Ball, Randy Blackwood, Louise Knauer and Allen Kunkel to the Springfield Center City Development Corporation (Staff recommends approval).

BACKGROUND INFORMATION: The Springfield Center City Development Corporation ("SCCDC") was established by City Council in 1998 to finance public improvements in the center city, particularly in Jordan Valley Park. They operate similar to the Public Building Corporation ("PBC") in that they provide assistance in financing City projects by issuing tax exempt or taxable bonds. Unlike the PBC, however, the SCCDC's sole focus is on center city. In addition to issuing bonds, the SCCDC may contract for independent project feasibility studies to determine feasibility prior to issuing bonds.

The SCCDC previously issued bonds for the Expo Center and the Jordan Valley Parking Deck. The parking deck bonds were repaid when the deck was sold. The Expo Center has been refinanced with special obligation bonds. The only remaining SCCDC debt is approximately $2,875,000 for partial funding for the baseball stadium.

Most of the SCCDC's activity occurred in the period from 1998 through 2003 when the City was constructing the major components of Jordan Valley Park. Despite the infrequency of meetings, the Board still plays an important part in center city development related to the Jordan Valley Park development. It is also available as a financing conduit for future projects.

The CCDC Articles of Incorporation establish the following method for selecting members:

- 4 Members recommended by the City Manager and approved by City Council;
- 1 Member recommended by the Springfield-Greene County Park Board and approved by City Council; and
- 4 Members recommended by the CCDC Board of Directors and approved by City Council.

Board members serve a six-year term and may be reappointed.

The City Manager recommends the following appointments:

- Chris Ball to fill the unexpired term of Sally Hargis (Seat 7) with term to expire September 15, 2022.

- Louise Knauer to fill the unexpired term of Bill Kirkman (Seat 6) with term to expire September 15, 2026.

- Allen Kunkel to fill the unexpired term of Andy Lear (Seat 9) with term to expire September 15, 2022.

The Springfield-Greene County Park Board recommends the following appointment:

- Randy Blackwood to fill the unexpired term of Scott Bailes (Seat 4) with term to expire September 15, 2026.

REMARKS: Staff recommends approval.

Submitted and Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager