



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers	General Councilmembers
Angela Romine, Zone 1	Heather Hardinger, 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
May 3, 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 in a single space will be limited according to city ordinance 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. APRIL 19, 2021 CITY COUNCIL MEETING.**

Documents:

[04-19-21.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, APRIL 30, 2021.**
- 4. CEREMONIAL MATTERS.**
- 5. ELECTION OF MAYOR PRO TEMPORE.**

6. **SWEAR IN MAYOR PRO TEMPORE.**
7. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
8. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
9. **Council Bill 2021-044 (Hosmer) Tabled At The April 19, 2021 City Council Meeting.**

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](#)

10. **Council Bill 2021-097 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.07 acres generally located at 1640 East Sunshine Street from R-SF, Single-Family Residential District to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 3410 Kingshighway LLC; 1640 East Sunshine Street; Z-9-2021.)

Documents:

[2021-097.PDF](#)

11. **Council Bill 2021-098 (Simpson)**

A special ordinance granting Conditional Use Permit No. 447 for the purpose of authorizing an automobile washing business to operate within the GR, General Retail District generally located at 1640 and 1650 East Sunshine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-098.PDF](#)

12. **Council Bill 2021-099 (Ollis)**

A general ordinance repealing General Ordinance 6585 titled "Suspending enforcement of portions of sections 36-368(9) and 36-473(e) of the Zoning Ordinance."

Documents:

[2021-099.PDF](#)

13. Council Bill 2021-100 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021, in the amount of \$360,000, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Documents:

[2021-100.PDF](#)

14. Council Bill 2021-101 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into a Professional Service Agreement with the Missouri State Highway Patrol and the Marshall University Research Corporation on behalf of Marshall University Forensic Science Center to provide independent review of privately tested Sexual Assault Forensic Evidence kits.

Documents:

[2021-101.PDF](#)

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

16. Council Bill 2021-102 (Schilling)

A resolution declaring the intent of the City of Springfield to annex approximately 25 acres of private property generally located at 5505 West Sunshine Street into the City of Springfield. (Staff recommends approval.)

Documents:

[2021-102.PDF](#)

17. Council Bill 2021-103 (Romine)

A resolution declaring an intent to initiate annexation into the City of Springfield of approximately 5.11 acres of Missouri Department of Transportation right-of-way, generally located along the 5900 through 6200 blocks of West State Highway 266/Chestnut Expressway, immediately west of North Airport Boulevard. (Staff recommends approval.)

Documents:

[2021-103.PDF](#)

18. Council Bill 2021-104 (Schilling)

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of addressing tree preservation.

Documents:

Documents:

[2021-104.PDF](#)

19. **EMERGENCY BILLS. Citizens May Speak. May Be Voted On.**

20. **Council Bill 2021-115 (Council)**

A general ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by amending Article XIII, 'COVID-19 pandemic,' to revise regulations related to the use of Face Coverings outdoors; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

[2021-115.PDF](#)

21. **PUBLIC IMPROVEMENTS.**

22. **GRANTS. Citizens May Speak. May Be Voted On.**

23. **Council Bill 2021-105 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to accept additional Coronavirus Aid, Relief, and Economic Security Act grant funds through the Missouri Department of Health and Senior Services in the amount of \$55,000 for use by the Springfield-Greene County Health Department to continue expanded Epidemiology and Laboratory Capacity; amending the Fiscal Year 2020-2021 budget of the Springfield-Greene County Health Department in the amount of \$55,000 for the purpose of appropriating the additional grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-105.PDF](#)

24. **AMENDED BILLS.**

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

26. **Council Bill 2021-106 (Schilling)**

A general ordinance amending the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the street name of the 4500 block of South Main Avenue to West El Camino Alto Drive. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-106.PDF](#)

27. **Council Bill 2021-107 (Schilling)**

A general ordinance amending the Official Map of the City of Springfield, Missouri adopted pursuant to General Ordinance 1478, by changing the name of the 300 Block of East Main Street and the 500-600 Block of West Main Street

of the 300 Block of East Weaver Road and the 500-600 Block of West Weaver Road to Old Weaver Road. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-107.PDF](#)

28. Council Bill 2021-108 (Romine)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3, to CC, Center City District with Urban Conservation District No. 3; establishing Conditional Overlay District No. 197; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 540 Commercial Partners LLC; 1727 North Washington Avenue; Z-7-2021 w/COD #197.)

Documents:

[2021-108.PDF](#)

29. Council Bill 2021-109 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.18 acre of property generally located at 844 South National Avenue from R-SF, Single-Family Residential District with Urban Conservation District No. 2, to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2; establishing Conditional Overlay District No. 198; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Springfield Lutheran Student Center, Inc.; 844 S. National Avenue; Z-8-2021 w/Conditional Overlay District No. 198.)

Documents:

[2021-109.PDF](#)

30. Council Bill 2021-110 (McGull)

A special ordinance approving the Second Amended and Restated Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area, generally located on 0.51 acres on the north side of the intersection of East Cherry Street and South Fremont Avenue; and authorizing the City Manager to execute an amended and restated redevelopment agreement with the developer, Say You Can, LLC, relating to the implementation of the Second Amended and Restated Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and City staff recommend approval.)

Documents:

[2021-110.PDF](#)

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

32. **Council Bill 2021-111 (McGull)**

A special ordinance approving the plans and specifications for Cherry Street Pedestrian Improvements from Fremont Avenue to Weller Avenue; accepting the bid of D&E Plumbing and Heating, Inc., in the amount of \$485,044.00 for said improvements; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-111.PDF](#)

33. **Council Bill 2021-112 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding partial right-of-way and construction for the replacement of the Walnut Street Bridge over Jordan Creek; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021, in the amount of \$1,600,000 to appropriate federal Surface Transportation Block Grant funds.

Documents:

[2021-112.PDF](#)

34. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

35. **NEW BUSINESS.**

The City Manager recommends the following appointments to the Airport Board: Jerry Compton and Landon Lewis with terms to expire June 1, 2024.

36. **UNFINISHED BUSINESS.**

37. **MISCELLANEOUS.**

38. **CONSENT AGENDA – FIRST READING BILLS.**

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

40. **Council Bill 2021-113 (Hosmer)**

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

Documents:

[2021-113.PDF](#)

41. **Council Bill 2021-114 (Leep)**

41. COUNCIL BILL 2021-114 (Legal)

A resolution approving the appointment of Cynthia Lipscomb to the Springfield Center City Development Corporation. (Staff recommends approval.)

Documents:

[2021-114.PDF](#)

42. CONSENT AGENDA – SECOND READING BILLS.

43. BOARD CONFIRMATIONS.

Confirm the following appointments to the Citizens Advisory Committee for Community Development: Shawna Batty and Mary Nichols with terms to expire May 1, 2024.

Confirm the following reappointments to the Citizens Advisory Committee for Community Development: Alexandra Sheppard and Kate Stockton with terms to expire May 1, 2024.

Confirm the following reappointments to the Citizens' Tax Oversight Committee: Charles Cowherd and David Troyer with term to expire May 1, 2024.

Confirm the following appointment to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Justin Setser with term to expire April 30, 2024.

44. END OF CONSENT AGENDA.

45. ADJOURN.

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864.1443 at least three days prior to the scheduled meeting.

April 19, 2021
Springfield, Missouri

The City Council met in regular session April 19, 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. Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Abe McGull, and Ken McClure. Absent. None.

Minutes The minutes of April 5, 2021 City Council meeting were approved as presented.

Consent Agenda The Consent Agenda was approved as presented.

The following appeared on the agenda under Ceremonial Matters.

Recognizing Mary Lilly Smith Sponsor: Council. Council Bill 2021-090.

A resolution recognizing the retirement of Director of Planning and Development, Mary Lilly Smith.

Mayor Pro Tem Ferguson provided an overview of the proposed. She commended Ms. Smith on her accomplishments and dedicated service to the City and community.

Jason Gage, City Manager, expressed his appreciation to Ms. Smith for her dedicated service to the City regarding her forethought of planning and economic development to better prosper and build the community.

Councilman Ollis expressed his appreciation to Ms. Smith during her tenure with the City. He further expressed his belief Ms. Smith's efforts have been instrumental in building and revitalizing the community, particularly within the downtown area. He congratulated Ms. Smith on her retirement.

Mayor Pro Tem Ferguson expressed her appreciation to Ms. Smith for her planning guidance, which has helped revitalize the downtown area, particularly the Heer's building, as well protected and preserved numerous neighborhoods within the community.

Councilman Schilling expressed his appreciation to Ms. Smith for advising Council with planning projects in a professional and consistent manner throughout her tenure with the City.

Ms. Smith expressed her appreciation to the City Council, City staff, and the community for the proposed and for their dedicated support during her tenure with the City. She expressed she is overwhelmed and humbled by the response of her retirement. Ms. Smith further expressed a career in public service has been very rewarding. She added it takes teamwork, collaboration, and partnership to make accomplishments and projects to occur and develop within the community. She thanked her family for their dedicated support, as well as a variety of other organizations and entities, such as the Springfield

Area Chamber of Commerce and Greene County, past City staff, Councilmembers, and Mayors for their dedicated service and support.

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

Council Bill 2021-090. Resolution 10570 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

City Manager Report

Jason Gage, City Manager, noted over 1,400 individuals have registered for the Clean Green Springfield Initiative, which is a community-wide cleanup and green-up initiative launched by the City and area partners. He further noted as of April 18, 2021 more than 6 tons of trash has been removed from the local roadways and streams within the community. He noted in May, additional clean-up effort activities will allow for the disposal of harder-to-dispose-of items, such as mattresses, tires, and electronic waste for recycling. Mr. Gage further noted the City's Household Chemical Collection Center will be also open for extended hours throughout the month of May for individuals to drop off unwanted household chemicals. He added if anyone is interested in joining the Clean Green Springfield Initiative efforts, they can visit www.cleangreensgf.com to sign-up.

Mr. Gage noted the Fire Department will be hosting an upcoming groundbreaking ceremony for new Fire Station No. 4 at 4:00 p.m. on April 27, 2021. He further added Fire Station No. 4 is located within the Doling neighborhood area at the corner of Kearney Street and Delaware Avenue. He added the former station, which was constructed in the 1950s, exceeded its usefulness and was demolished on March 26, 2021 for the new station construction. Mr. Gage noted the funding for new Fire Station No. 4 is provided by the voter-approved level property tax, which was renewed by voters on November 7, 2017.

Mr. Gage noted approximately 430 viewers watched the third Forward SGF Speaker Series event held last Thursday. He further noted the event, which was broadcasted live, focused on national housing trends and how they are affecting us locally in Springfield. He added Mary Lilly Smith, Director of Planning and Development, hosted a panel discussion of local housing experts, and the City's Comprehensive Plan consultants, Houseal Lavigne, also attended virtually from Chicago via ZOOM. Mr. Gage noted the next opportunity for individuals to get involved regarding Forward SGF will be the upcoming Downtown Community Workshop scheduled on April 29, 2021, which will be held virtually. He further noted the upcoming workshop will help City staff create the downtown sub-area plan to guide future development and improvements within the downtown area. He added anyone interested in participating can visit www.forwardsgf.com or may contact the Planning and Development Department at 417-864-1031 to register.

Mr. Gage noted the spring edition of SGF Neighborhood News is available. He further noted this edition features a lead story on the benefits of the COVID-19 vaccine from the Springfield-Greene County Health Department's Chief Medical Director, Dr. Nancy Yoon. He added it is also has a lot of news and useful information for our registered neighborhoods. Mr. Gage noted a copy of the spring edition is available at your place for review. He added individuals can sign-up for a free subscription at www.SGFNeighborhoodNews.com.

Mayor McClure expressed his appreciation to the Clean Green Springfield Initiative volunteers for their clean-up efforts for the beautification of the community.

Mr. Gage also expressed his appreciation to the community for their involvement in the Clean Green Springfield Initiative.

Mayor McClure thanked Mr. Gage for tonight's update.

**Public Health
Director Report**

There was no report provided by Katie Towns, Acting Springfield-Greene County Health Director.

The following bills appeared on the agenda under Second Reading.

**Rezoning at 851
West Farm Road 182**

Sponsor: Schilling. Council Bill 2021-073.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10 acres generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Burning Tree Consulting, LLC; 851 W. Farm Road 182; Z-4-2021.)

Councilman Schilling asked for clarification whether Farm Road 182 is maintained by Greene County. Mary Lilly Smith, Director of Planning and Development, answered affirmatively. Councilman Schilling expressed his belief Greene County should consider placing a sign to help notify individuals of nearby cross traffic. Ms. Smith noted Council Bill 2021-083, which is on tonight's Consent Agenda-Second Reading Bills, is regarding the preliminary plat of Ward Branch Subdivision, generally located at 851 West Farm Road 182. She noted there would be two entrances for this property.

Council Bill 2021-073. General Ordinance 6647 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Conditional Use
Permit No. 449 – 204
West Plainview
Road**

Sponsor: Schilling. Council Bill 2021-074.

A special ordinance granting Conditional Use Permit No. 449 for the purpose of authorizing a car washing business to operate within the GR, General Retail District generally located at 204 West Plainview Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Council Bill 2021-074. Special Ordinance 27482 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Conditional Use
Permit No. 450 –
6006 West State
Highway 266**

Sponsor: Ferguson. Council Bill 2021-075.

A special ordinance granting Conditional Use Permit No. 450 for the purpose of authorizing playing fields to operate within the HC, Highway Commercial District and Airport Overlay District No. 3 generally located at 6006 West State Highway 266 as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Council Bill 2021-075. Special Ordinance 27483 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Mapping of the East
West Arterial – US
Highway 65 and
Riverbluff Boulevard
to Kissick Avenue**

Sponsor: Hosmer. Council Bill 2021-076.

A special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.11 of the City Charter of the City of Springfield, Missouri, in order to preserve right-of-way for future public street improvements for an additional five years. (Staff and Planning and Zoning Commission recommend approval.)

Councilman Lear asked for clarification whether the Greene County Commission has approved a similar action for the proposed and if building permits could be issued by Greene County for the portions outside the city. She expressed her belief Greene County has not currently adopted the mapping alignment to her knowledge. She noted the City would not construct the proposed unless Greene County supports their portion for the East West Arterial. She further noted if Greene County has not approved their portion, building permits could possibly be issued by Greene County to the property owners who reside outside the city limits. Ms. Smith noted there is a house located on the property at the Hartley farm.

Councilman Ollis asked for clarification whether a funding source has been established for the proposed. Ms. Smith noted a funding source has not yet been currently identified for the proposed. Councilman Ollis asked for clarification whether fair market value for the Hartley farm would be offered if the proposed was to be developed by the City and Greene County. Ms. Smith answered affirmatively. She noted the City has preserved other corridor areas, such as James River Freeway and Kansas Expressway, for future developments for planning purposes even though it may take several years for construction to occur. Councilman Ollis asked for clarification whether the City has proposed reserving property for future developments within Greene County in the past. Ms. Smith answered affirmatively and noted the City worked with Greene County to help reserve property regarding corridor areas for future arterial development for Kansas Expressway.

Councilman Hosmer asked for clarification regarding the mapping for the proposed. Ms. Smith noted the mapping of the proposed occurred in 2016, which was based upon a survey that was completed. She further noted the proposed alignment is the same as was adopted by Council in 2016. Ms. Smith added the East West Arterial has a history dating back to 2001. She noted the mapping review was conducted due to previous litigation that occurred with the developer of Granite Springs. She further added the alignment line was made when a survey was completed, which was changed from the original line proposed before the survey was conducted. Rhonda Lewsader, City Attorney, noted City staff would provide additional information to the City Council for review. She further noted the property owners received official notice back in 2016 about the proposed. Ms. Smith noted if the proposed is not approved by Council, the City would be able to issue building permits within the corridor area when it expires, which will not preserve the area for the East West Arterial for future construction. Councilman Hosmer expressed his opposition for the proposed.

Councilman Simpson asked for clarification whether the proposed changes the arterial originally adopted in 2016. Ms. Smith reiterated the proposed is the same as was adopted by Council in 2016. She noted five years ago, Council originally adopted the proposed, and City staff is coming back to Council for the five- year limit for re-consideration of the proposed.

Councilman Ollis expressed his belief the City and Greene County need to coordinate together on the proposed, so everyone is clear on what is occurring. Ms. Smith noted City staff would work with Greene County if Council would like to table the proposed for further discussions with Greene County. She further noted the current mapping does not expire until July 11, 2021. Councilman Ollis expressed his support for the East West Arterial, but further expressed his belief the proposed should be tabled until additional discussions with Greene County can occur.

Mayor McClure expressed his support of tabling the proposed until additional discussions with Greene County can occur.

Councilman Lear asked for clarification whether some of the properties located within Greene County for the proposed could possibly be annexed into the city limits. Ms. Smith noted state law dictates the issue of annexations. She further noted a property owner could sign a petition to voluntarily annex their property into the city limits or an election would need to take place by the registered voters for annexation. Councilman Lear expressed his opinion the issue of annexation is worth considering.

Councilman Simpson asked for clarification whether there would be any issues associated with allowing the proposed to not be approved due to previous litigation. Ms. Smith expressed her belief to her knowledge the current mapping alignment is not part of the previous litigation. She further noted the City wanted a different alignment, and a survey was conducted. She added a different alignment for official mapping occurred in 2016. Ms. Smith noted the alignment also goes through other unincorporated areas also, not just the Hartley farm.

Mayor Pro Tem Ferguson asked for clarification whether any of the properties near the proposed located outside the city limits have expressed any interest in being voluntary annexed. Ms. Smith expressed her belief she does not know if any of the property owners near the proposed who own property outside the city limits that would like to be voluntarily annexed into the city.

Councilman Ollis moved to table Council Bill 2021-076 until the June 14, 2021 Council meeting.

Ms. Lewsader noted the issue of tabled bills would be conducted later in the meeting. Mayor McClure asked Ms. Lewsader to begin drafting a motion for Council to amend upcoming Council Bill 2021-094 so Council Bill 2021-076 could be included in forwarding this bill to the next succeeding Council.

Council Schilling seconded the motion and Council Bill 2021-076 was tabled by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Comprehensive
Housing Assistance
Program**

Sponsor: Ollis. Council Bill 2021-077.

A special ordinance authorizing the City Manager, or his designee, to utilize U.S. Department of Housing and Urban Development funds budgeted for the City of Springfield's Comprehensive Housing Assistance Program to supplement Coronavirus Aid, Relief, and Economic Security Act funds allocated for Affordable Housing Assistance by Special Ordinance 27336. (Staff recommends approval.)

Council Bill 2021-077. Special Ordinance 27484 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Division Street
Reconstruction
Project –
#2017PW0036**

Sponsor: McGull. Council Bill 2021-078.

A special ordinance declaring the necessity of condemning right(s)-of-way for perpetual sidewalk and temporary construction easements over, under, and through the properties herein described and located along East Division Street between National and Glenstone Avenues in the City of Springfield, Missouri, including 1310, 1320, 1324, and 1607 East Division Street, for the purpose of completing the Division Street Reconstruction Project, City Project #2017PW0036, funded through the 1/4-Cent Capital Improvement Sales Tax; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

Anita Cotter, City Clerk, noted City staff has reached an agreement with the property owners, so no second reading will be conducted. She further noted Councilman McGull withdrew his sponsorship from Council Bill 2021-078 earlier today. Since there is no sponsorship, Council Bill 2021-078 is unable to proceed for consideration and will die.

**Fassnight Trail
Improvements and
Luster Avenue
Sidewalk Project**

Sponsor: Schilling. Council Bill 2021-079.

A special ordinance repealing Special Ordinance 27456; approving the plans and specifications for the Fassnight Trail Improvements and Luster Avenue Sidewalk project; accepting the bid of Liming Concrete, LLC, in the amount of \$174,264 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Council Bill 2021-079. Special Ordinance 27485 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Repairing Sewer
Infrastructure – 2800
West High Street**

Sponsor: Ferguson. Council Bill 2021-080.

A special ordinance authorizing the City Manager, or his designee, to acknowledge and accept \$424,623 from the Greenfield Environmental Multistate Trust, LLC, for the purpose of repairing sewer infrastructure in the vicinity of the former Tronox/Kerr-McGee Wood Treatment Facility located at 2800 West High Street; and approving a budget adjustment amending the Fiscal Year 2020-2021 budget of the Department of Environmental Services Clean Water Fund in the amount of \$424,623.

Council Bill 2021-080. Special Ordinance 27486 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Sidewalk Cafés –
Waive Application
and Permit Fees for
Encroachments
Permits**

Sponsor: Lear. Council Bill 2021-081.

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

Mayor Pro Tem Ferguson expressed she will be voting on the proposed, because her employer does not have any permanent or temporary sidewalk cafés for any financial gain.

Council Bill 2021-081. General Ordinance 6648 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

Variance to the Fuel Adjustment Factor

Sponsor: Ollis. Council Bill 2021-082.

A general ordinance authorizing a variance to the Fuel Adjustment Factor for Under-recovery (Over-recovery) of Prior Fuel Cost Dollars (a/k/a “under-recovery (over-recovery) of fuel costs”), each as described or defined in the Fuel Adjustment Clause (Electric Rates Sheet No. 10 of General Ordinance 6139), to be calculated by City Utilities of Springfield, Missouri.

Council Bill 2021-082. General Ordinance 6649 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

Employment Agreement – Anita J. Cotter

Sponsor: McClure. Council Bill 2021-088.

A special ordinance adopting and authorizing the Mayor to execute the Second Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

Council Bill 2021-088. Special Ordinance 27487 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

GRANTS

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

Antonia Genisio did not appear to address City Council.

Lisa Meeks addressed the issue of masking. Ms. Meeks expressed her belief Council is disconnected with the individuals they serve. She further expressed her belief a majority of individuals within the community are tired of wearing masks, and these should be discontinued. She expressed her opinion the recent mass vaccination event held at Hammons Student Center in which the Johnson and Johnson vaccines were administered have caused over 6,000 individuals health to be at risk. Ms. Meeks noted the Johnson and Johnson vaccines distribution have been halted due to the risk of blood clots.

Patricia Tursi addressed the issue of masking. Ms. Tursi expressed her belief there appears to be censorship occurring about the issue of masking and the COVID-19 pandemic. She further expressed her belief masking is unjust and masking does not work as a preventative tool in preventing COVID-19. She expressed her opinion the City should help inform individuals about boosting their immunity to help improve their health as opposed to asking individuals to continue wearing masks.

Gerald Keim addressed the issue of masking. Mr. Keim expressed his belief masking does not work as a preventative tool in preventing COVID-19. He further expressed his belief City Council should remove masking upon the community. He expressed his opinion the issue of COVID-19 does not constitute a civil emergency.

Jan DuMas addressed the issue of masking. Ms. DuMas expressed her belief some experts have been lying about the issue of masking and COVID-19. She further expressed her belief masking is harming the emotional, social, and physical health of children. She expressed her opinion the issue of COVID-19 does not constitute a civil emergency.

Daryl Day did not appear to address City Council.

Daryl Baker did not appear to address City Council.

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

**Electing Todd
Thornhill as
Municipal Court
Judge**

Sponsor: McClure. Council Bill 2021-091.

A resolution electing the Honorable Todd Thornhill as judge of the Springfield Municipal Court for a term of four years.

Council Bill 2021-091. Resolution 10571 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Appointment to the
College Station
Community
Improvement
District Board of
Directors**

Sponsor: Schilling. Council Bill 2021-092.

A resolution confirming the appointment of Paul Tillman to the College Station Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2021-092. Resolution 10572 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Appointment to the
Southern Hills
Community
Improvement
District Board of
Directors**

Sponsor: Simpson. Council Bill 2021-093.

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

Council Bill 2021-093. Resolution 10573 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

**Preliminary Plat of
Ward Branch
Subdivision – 851
West Farm Road 182**

Sponsor: Schilling. Council Bill 2021-083.

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 Ward Branch Subdivision, generally located at 851 West Farm Road 182, 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.)

Council Bill 2021-083. Special Ordinance 27488 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Preliminary Plat of
Terragreen
Condominium Plat
Phase IV – 2305
South Blackman
Road**

Sponsor: Simpson. Council Bill 2021-084.

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 Terragreen Condominium Plat Phase IV, generally located at 2305 South Blackman Road, 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.)

Council Bill 2021-084. Special Ordinance 27489 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

**Preliminary Plat of
Olive Corner – 519
West Olive Street**

Sponsor: Schilling. Council Bill 2021-085.

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 Olive Corner, generally located at 519 West Olive 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.)

Council Bill 2021-085. Special Ordinance 27490 was approved by the following vote:
Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA

The following appeared on the agenda under Resolutions.

**Removing and
Forwarding Certain
Tabled Bills**

Sponsor: Council. Council Bill 2021-094.

A resolution removing certain tabled bills from the table and forwarding them to the next succeeding City Council for further consideration and review; and declaring an emergency pursuant to City Charter Section 2.12.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader noted there are bills that have been tabled and if no action is taken, those bills will be deemed to have died pursuant to City Code Sections 2-33 and 2-53(e)(7). She further noted the proposed removes the following bills from the table and forwards them to the next succeeding City Council for further consideration and review: Council Bill 2016-293, which is a special ordinance approving Redevelopment Project 2 for the Springfield Plaza Tax Increment Financing Plan and initiating tax increment financing therein; Council Bill 2020-098, which is a special ordinance approving a Redevelopment Project for the Idea Commons Tax Increment Financing Plan and initiating tax increment financing therein; and Council Bill 2021-044, which is 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.

Councilman Ollis moved to amend Council Bill 2021-094 by inserting the following text at line 36 “Council Bill 2021-076, a special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.11 of the City Charter of the City of Springfield, Missouri, in order to preserve right-of-way for future public street improvements for an additional five years.” and to table Council Bill 2021-076.

Councilman Simpson seconded the motion, and Council Bill 2021-094 was amended by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

Resolution 10574 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Forwarding Certain
Topics to Council
Committees**

Sponsor: Council. Council Bill 2021-095.

A resolution forwarding certain topics on City Council Committee schedules to the next succeeding City Council Committees for further consideration and review; and declaring an emergency pursuant to City Charter Section 2.12.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader noted there are several topics that have been referred to or considered by Council Committees. She further noted the proposed forwards those topics under consideration by the Council Committees for the next succeeding Council Committees to further consider and review.

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

Council Bill 2021-095. Resolution 10575 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

**Declaring Results of
General Municipal
Election April 6,
2021**

Sponsor: Council. Council Bill 2021-096.

A resolution declaring the results of a General Municipal Election held on April 6, 2021, under the Home Rule Charter of the City of Springfield, Missouri.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader noted the proposed declares the results of the General Municipal Election held on April 2, 2021 for the City Council election. She further noted the election results are as follows: Mayor – Ken McClure; General Seat A – Heather Hardinger; General Seat B – Craig Hosmer; Zone 1 – Angela Romines; and Zone 4 – Matthew Simpson.

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

Council Bill 2021-096. Resolution 10576 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

COMMENTS AND PRESENTATIONS

Mayor McClure noted Councilwoman Fisk has served the City of Springfield with distinction since becoming a Councilmember in June 2012. He expressed his opinion Councilwoman Fisk has led City Council during many turbulent times with grace and honor. Mayor McClure presented Councilwoman Fisk with a plaque commemorating her years of service to the City of Springfield, as well as an art framing recognizing her swearing-in.

Councilwoman Fisk thanked her family, Council, City staff, and the community for their dedicated service and support during her tenure.

Mayor McClure noted Mayor Pro Tem Ferguson has served the City of Springfield with distinction since becoming a Councilmember in April 2015. He expressed his opinion Mayor Pro Tem Ferguson has led City Council during many turbulent times with grace and honor. Mayor McClure presented Mayor Pro Tem Ferguson with a plaque commemorating her years of service to the City of Springfield, as well as an art framing recognizing her swearing-in.

Mayor Pro Tem Ferguson thanked her family, Zone 1, Council, City staff, and the community for their dedicated service and support during her tenure.

Adjourn Sine Die

Mayor McClure adjourned the meeting Sine Die at approximately 8:00 p.m. The City Council meeting resumed at 8:02 p.m.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

Anita Cotter, City Clerk, swore in Angela Romine to serve as Zone 1 Councilwoman.

Ms. Cotter swore in Matthew Simpson to serve as Zone 4 Councilman.

Ms. Cotter swore in Heather Hardinger to serve as General A Councilwoman.

Ms. Cotter swore in Craig Hosmer to serve as General B Councilman.

Ms. Cotter swore in Ken McClure to serve as Mayor.

Roll Call

Present. Matthew Simpson, Mike Schilling, Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, and Ken McClure. Absent. None.

Motion to Table Bills

Councilman Lear moved to table Council Bills 2016-293, 2020-098, 2021-044, and 2021-076 pending a report from City staff.

Councilman Simpson seconded the motion.

Rhonda Lewsader, City Attorney, noted the proposed amendment is a continuation of the previous action taken earlier by the previous Council. She further noted the proposed amendment tables the forementioned Council bills to the presiding Council.

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

Council Bills 2016-293, 2020-098, 2021-044, and 2021-076 were tabled by Council per the following vote: Ayes: Simpson, Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

The following bills were read and discussed simultaneously.

**Rezoning at 1640
East Sunshine Street**

Sponsor: Simpson. Council Bill 2021-097.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.07 acres generally located at 1640 East Sunshine Street from R-SF, Single-Family Residential District to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 3410 Kingshighway LLC; 1640 East Sunshine Street; Z-9-2021.)

**Conditional Use
Permit No. 447 –
1640 and 1650 East
Sunshine Street**

Sponsor: Simpson. Council Bill 2021-098.

A special ordinance granting Conditional Use Permit No. 447 for the purpose of authorizing an automobile washing business to operate within the GR, General Retail District generally located at 1640 and 1650 East Sunshine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided an overview of the proposed. Ms. Smith noted the two proposed bills are related to the Blue Iguana Car Wash. She further noted Council Bill 2021-097 is intended for the applicant to utilize the approximately 0.07 acres to install a required bufferyard between the general retail and residential single-family properties. She added Council Bill 2021-098 is relating to the conditional use permit that allows expansion of carwash vacuums and parking onto the 1650 East Sunshine lot. Ms. Smith noted the driveway at 1650 East Sunshine will be an exit-only and satisfies all standards for a conditional use permit.

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

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

**Repealing General
Ordinance 6585**

Sponsor: Ollis. Council Bill 2021-099.

A general ordinance repealing General Ordinance 6585 titled "Suspending enforcement of portions of sections 36-368(9) and 36-473(e) of the Zoning Ordinance."

Mary Lilly Smith, Director of Planning and Development, provided an overview of the proposed. Ms. Smith noted on April 6, 2020, Council adopted General Ordinance 6585, which suspended the enforcement of the neighborhood meeting requirements found at sections 36-368(9) and 36-473(e) of the City's Zoning Ordinance. She further noted General Ordinance 6585 suspended the enforcement of that requirement for certain development cases, such as rezonings, planned developments, street vacations, conditional use permits, and Type 2 short-term retails for in-person meetings with interested neighbors due to concerns of transmitting COVID-19 by person-to-person contact.

Ms. Smith noted on April 5, 2021, Council adopted amendments to General Ordinance 6628, which include increasing the participant limits on mass gatherings and recommending rather than requiring physical distancing. She further noted those adopted amendments became effective on April 16, 2021. She added re-instituting the requirement for neighborhood meetings for certain development cases would be consistent with the City's actions to step out of the COVID-19 pandemic restrictions as certain public health metrics are met. She noted individuals who are unable or do not want to participate in person neighborhood meetings would have an option of submitting their remarks via comment cards to the Planning and Development Department for the record.

Councilman Lear asked for clarification whether electronic meetings would still be an option or neighborhood meetings must be held in person. Ms. Smith noted in-person meetings would be required, but applicants may also conduct an electronic neighborhood meeting if they would like. She further noted the City's zoning regulations would need to be amended, which would take some time for possible implementation, for electronic meetings to be a requirement as opposed to in person meetings.

Councilman Ollis asked for clarification whether an electronic meeting option could be implemented as opposed to only requiring in person neighborhood meetings. Ms. Smith reiterated an electronic meeting requirement could be a possibility for consideration but would take some time for possible implementation. She noted there may be some issues, such as no internet access at or near the proposed property location, for possible electronic meetings to occur in some areas of the city or some individuals may not have access to internet capabilities due to budget limitations. Ms. Smith further noted City staff would explore electronic meeting requirements if Council is interested. Councilman Ollis expressed his support of City staff possibly exploring utilizing electronic meetings as a requirement versus only in person for neighborhood meetings for various zoning related issues.

Councilman Simpson expressed his support for City staff to explore utilizing electronic meeting requirements for various zoning related issues. He further expressed his belief electronic meetings may help provide access opportunities for more individuals to participate as opposed to only in person meetings.

Ms. Smith noted some developers conducted electronic meetings as an option for their zoning proposals with neighborhoods during the COVID-19 pandemic. Ms. Smith further noted City staff would review the issue of electronic meetings for various zoning issues and would provide Council with information for their review.

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

**Surface
Transportation
Program-Urban
Program Agreement
– Transportation
Management Center**

Sponsor: Lear. Council Bill 2021-100.

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021, in the amount of \$360,000, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Tom Dancey, Traffic Engineer, provided an overview of the proposed. Mr. Dancey noted the proposed is to utilize surface transportation block grant funds for another one-year period to reimburse approximately 80% of the base salaries of six Public Works employees at the Transportation Management Center. He further noted the remaining 20% of the base salary costs were funded by the transportation fund, which has been utilized to meet the matching requirements of the federal surface transportation block grant funds. He added employee benefit costs, also funded by the transportation fund, are not eligible for grant reimbursement.

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

**Agreement with
Missouri State
Highway Patrol and
Marshall University
Research
Corporation –
Sexual Assault
Forensic Evidence
Kits**

Sponsor: Hosmer. Council Bill 2021-101.

A special ordinance authorizing the City Manager, or his designee, to enter into a Professional Service Agreement with the Missouri State Highway Patrol and the Marshall University Research Corporation on behalf of Marshall University Forensic Science Center to provide independent review of privately tested Sexual Assault Forensic Evidence kits.

Paul Williams, Police Chief, provided an overview of the proposed. Chief Williams noted Council recently appropriated funding to allow for the testing by a private laboratory of the remaining approximately 119 untested sexual assault forensic evidence kits held by the Police Department. He further noted in order for the test kit results to be provided to the Missouri State Highway Patrol for entry into the Combined DNA Index System (CODIS), the test results must first be submitted to a third-party for an independent technical review. He added the proposed would allow a third-party review by the Marshall University Forensic Science Center. Chief Williams noted the Missouri State Highway Patrol would provide technical assistance and training to Marshall University and the test results would be submitted into CODIS.

Councilman Simpson asked for clarification whether Marshall University is only conducting a third-party review of the test kit results. Chief Williams answered affirmatively and noted Bode Technology in Virginia would be the laboratory conducting the testing of the sexual assault forensic evidence kits.

Councilman Hosmer asked for clarification regarding the timeline for the untested sexual assault forensic evidence kits to be tested. Chief Williams expressed his belief by the end of year 2022, the entire process regarding the untested sexual assault forensic evidence kits should be completed. Councilman Hosmer asked Chief Williams to please keep the Council updated regarding any positive test result case hits from the test kits. Chief Williams answered affirmatively.

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

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

AMENDED BILLS

MISCELLANEOUS

The following appeared on the agenda under New Business.

The Public Involvement Committee recommends the following appointments to the Citizens Advisory Committee for Community Development: Shawna Batty and Mary Nichols with terms to expire May 1, 2024.

The Public Involvement Committee recommends the following reappointments to the Citizens Advisory Committee for Community Development: Alexandra Sheppard and Kate Stockton with terms to expire May 1, 2024.

The Public Involvement Committee recommends the following reappointments to the Citizens' Tax Oversight Committee: Charles Cowherd and David Troyer with term to expire May 1, 2024.

The Public Involvement Committee recommends the following appointment to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Justin Setser with term to expire April 30, 2024.

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

CONSENT AGENDA – FIRST READING BILLS

END OF CONSENT AGENDA – FIRST READING

Motion to Adjourn

Mayor McClure welcomed Councilwoman Hardinger and Councilwoman Romine to the Council.

Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Simpson, Schilling, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: Hosmer. Absent. Abstain: None. The meeting adjourned at approximately 8:38 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

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

34 Filed as Ordinance: _____

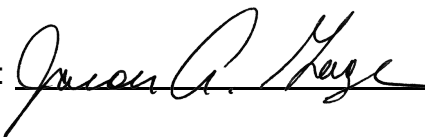
35

36

37 Approved as to form: , Assistant City Attorney

38

39

40 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

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.

- 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.

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. Secondly, 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.

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,

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.

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 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 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.

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

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

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, SUITABILITY, 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

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

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 TERMINATION; 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

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

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, invalidate 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.
- 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

EXHIBIT A – SHOTSPOTTER PROPOSAL

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

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 Services¹:

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.

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 System² 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 techniques³.

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.

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.

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.

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:

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

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.



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

January 25, 2021

Proposal ID: SPRINGMO012521

Submitted by: **Trish Layne, Director – Midwest Region**
510.203.6471 mobile
650.887.2106 fax
tlayne@shotspotter.com

ShotSpotter, Inc.
7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com

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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

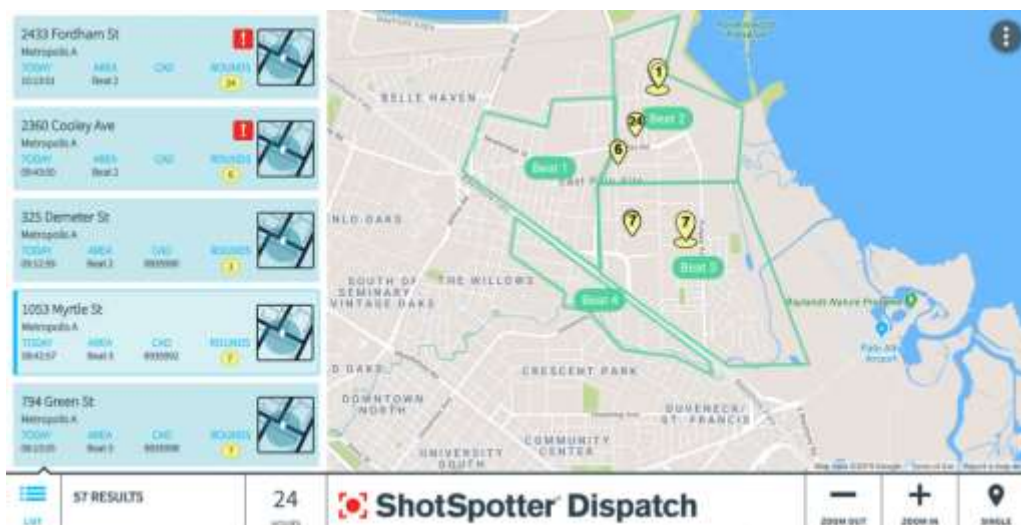


Figure 1: ShotSpotter Dispatch App

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).

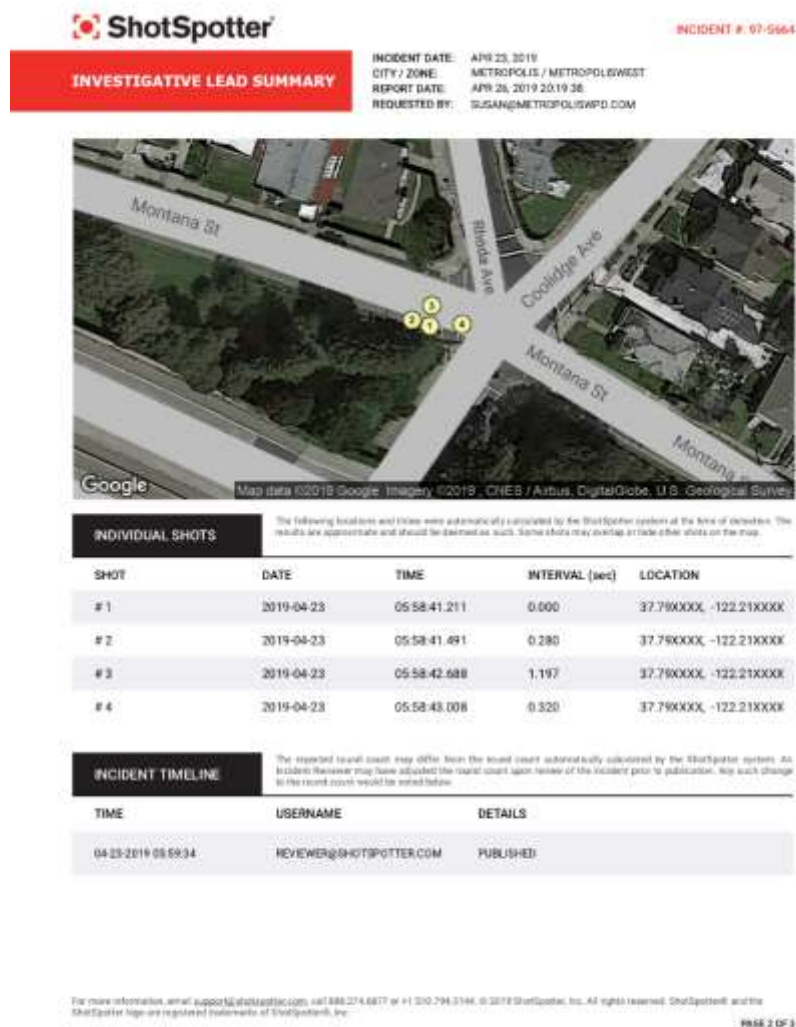


Figure 6: ShotSpotter Investigative Lead Summary (ILS)

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.

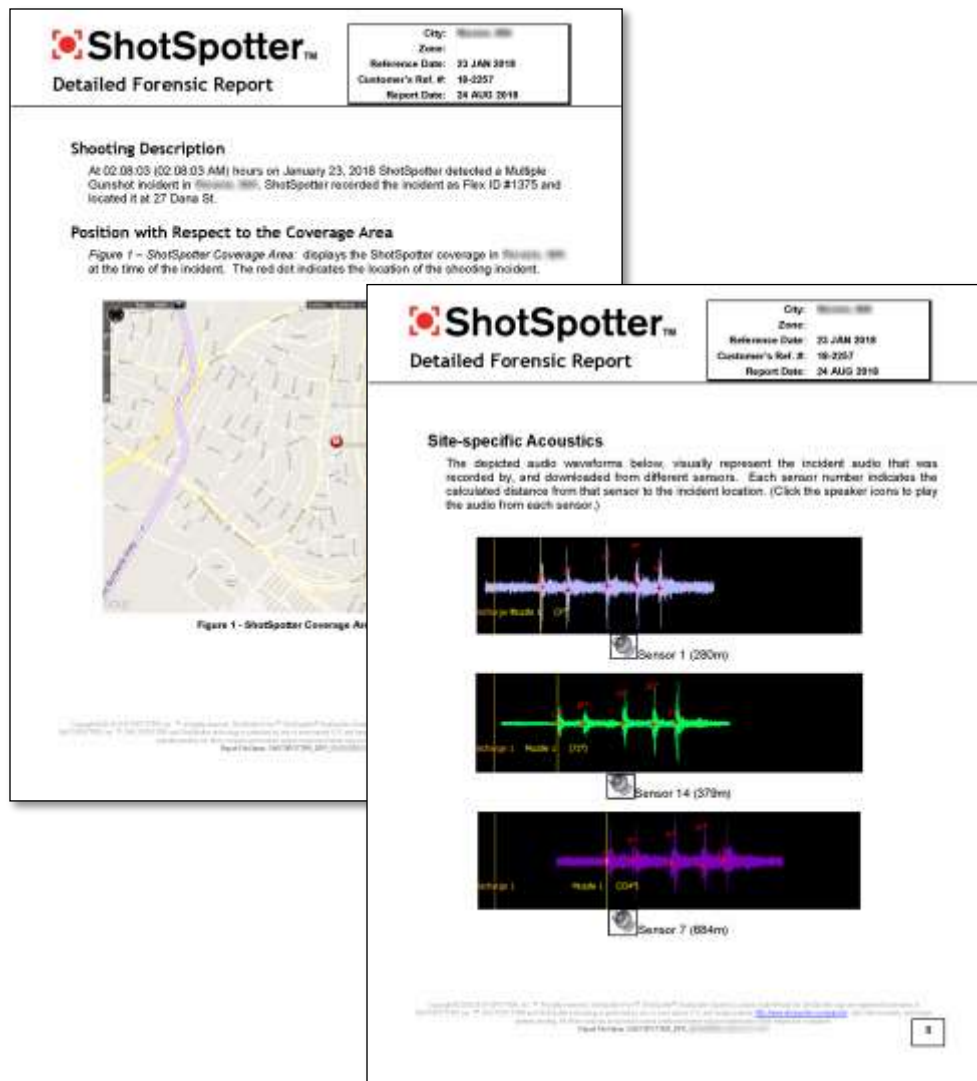


Figure 7: ShotSpotter Detailed Forensic Report (DFR)

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. Secondly, 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 mi² 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
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- 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.

- 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.

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. Secondly, 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.

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

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

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

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.

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

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

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, SUITABILITY, 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.

- 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-

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 TERMINATION; 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,

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.

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 or 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, invalidate 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.

- 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

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached)

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 Services¹:

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.

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 System² 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 techniques³.

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.

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.

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.

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:

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

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.

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 04-13-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-097

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 0.07 acres
3 generally located at 1640 East Sunshine Street from R-SF, Single-Family
4 Residential District to GR, General Retail District; and adopting an
5 updated Official Zoning Map. (Staff and Planning and Zoning Commission
6 both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1640 East Sunshine Street, and more fully described in "Exhibit A,"
11 from R-SF, Single-Family Residential District to GR, General Retail District; and
12

13 WHEREAS, following proper notice, a public hearing was held before the
14 Planning and Zoning Commission on April 8, 2021, a copy of the Record of Proceedings
15 from said public hearing being attached hereto and incorporated herein by this
16 reference as "Exhibit B," and said Commission made its recommendation; and
17

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

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

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family
30 Residential District to GR, General Retail District. Springfield Land Development Code,
31 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,
32 changed, and modified consistent with this Ordinance.
33

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

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

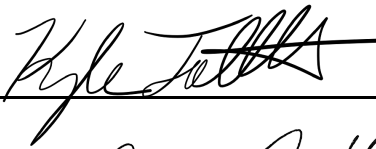
42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55 Approved as to form: , Assistant City Attorney

56
57
58 Approved for Council action: , City Manager
59

EXPLANATION TO COUNCIL BILL 2021 - 097

FILED: 04-13-21

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 0.07 acres of property generally located at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-9-2021

The applicant is requesting to rezone approximately 0.07 acres of property generally located at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail District. The applicant intends to use this portion of property to install the required bufferyard between GR and R-SF.

This application is being processed concurrently with a Conditional Use Permit (CUP No. 447) which proposes to expand the existing car wash business onto a neighboring property at 1650 East Sunshine Street.

During the review process of the CUP, it was discovered that the existing car wash development has a paved parking lot in the area that a bufferyard should have been installed. In order to correct this, this portion of property will be used to install the required bufferyard. The parcel has the same owner but is a split zoning lot with GR zoning on the north portion and R-SF on the south portion.

Approval of this request will expand the existing GR zoning an additional approximately thirty-two (32) feet to the south. Expansion of the GR district will facilitate the installation of the required bufferyard between the existing car wash business and R-SF zoning.

REMARKS:

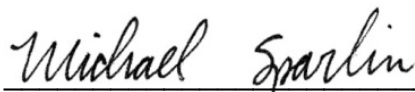
The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is being processed concurrently with a Conditional Use Permit (CUP No. 447) which proposes to expand the existing car wash business onto a neighboring property at 1650 East Sunshine Street.
2. During the review process of the CUP, it was discovered that the existing car wash development has a paved parking lot in the area that a bufferyard should have been installed. In order to correct this, this portion of property will be used to install the required bufferyard. The parcel has the same owner but is a split zoning lot with GR zoning on the north portion and R-SF on the south portion.
3. Approval of this request will expand the existing GR zoning an additional approximately thirty-two (32) feet to the south. Expansion of the GR district will facilitate the installation of the required bufferyard between the existing car wash business and R-SF zoning.
4. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* which designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. The GR district is listed as an appropriate zoning district for this land use category.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood comments

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-9-2021

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 21 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF BEECHWOOD HEIGHTS THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI, BEING RECORDED IN PLAT BOOK Q PAGE 2 GREENE COUNTY RECORDER'S OFFICE;
THENCE NORTH 88°10'43" WEST, ALONG AN EXTENSION OF THE NORTH RIGHT OF WAY LINE OF WASHITA STREET, A DISTANCE OF 98.57 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND RECORDED IN BOOK 2013 PAGE 6984-13 GREENE COUNTY RECORDER'S OFFICE;
THENCE NORTH 01°14'35" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 32.52 FEET TO A POINT ON THE SOUTH LINE OF THE CURRENT GR (GENERAL RETAIL) ZONING;
THENCE SOUTH 88°10'43" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 98.56 FEET TO A POINT ON THE EAST LINE OF SAID TRACT;
THENCE SOUTH 01°12'59" WEST, ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID LOT 4 OF BEECHWOOD HEIGHT THIRD ADDITION, A DISTANCE OF 32.52 FEET TO THE POINT OF BEGINNING.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-9-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194
Planning and Zoning Commission – April 8, 2021**

Z-9-2021

1650 East Sunshine Street

Applicant: JRW Family Prop, LLC, c/o J Randolph Wilson

King Coltrin and Britton Jobe recused themselves.

Mr. Hosmer states that this a request to rezone approximately 0.07 acres of property generally located at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail District. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Sunshine Street as a Primary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. During the review process of the CUP, it was discovered that the existing car wash development had a paved parking lot in the area where a bufferyard should have been installed per the site plan. The rezoning and revised CUP site plan will correct this issue. Staff recommends approval.

Mr. Bill Knuckles asked about the rezoning and extension of the area further to the south and does it extend north of Washita Avenue.

Mr. Hosmer stated that he was not sure and to ask the developer.

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representing the owner, and stated that it does goes to the southern line and is the north line of Washita Avenue and this takes care of a problem from 2012 with the bufferyard. He also noted that this property is unique and that it has two different zoning districts on one lot and we will put in the appropriate plantings.

Mr. Greg Byler, owner and wanted to thank the City for willing to work with them on a compromise and here to answer any questions.

Mr. Doennig closed the public hearing.

Ms. Broekhoven motioned to **approve** item Z-9-2021 (1650 East Sunshine Street). Ms. Colony seconded the motion. Ayes: Doennig, Knuckles, Colony, Bruce, Ogilvy, Broekhoven and Lebeck. Nays: None. Abstain: None. Absent: none.

King Coltrin and Britton Jobe recused themselves.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

APRIL 8, 2021

April 19, 2021

CASE: Z-9-2021

ACRES: Approximately 0.07 acres

LOCATION: 1640 East Sunshine Street

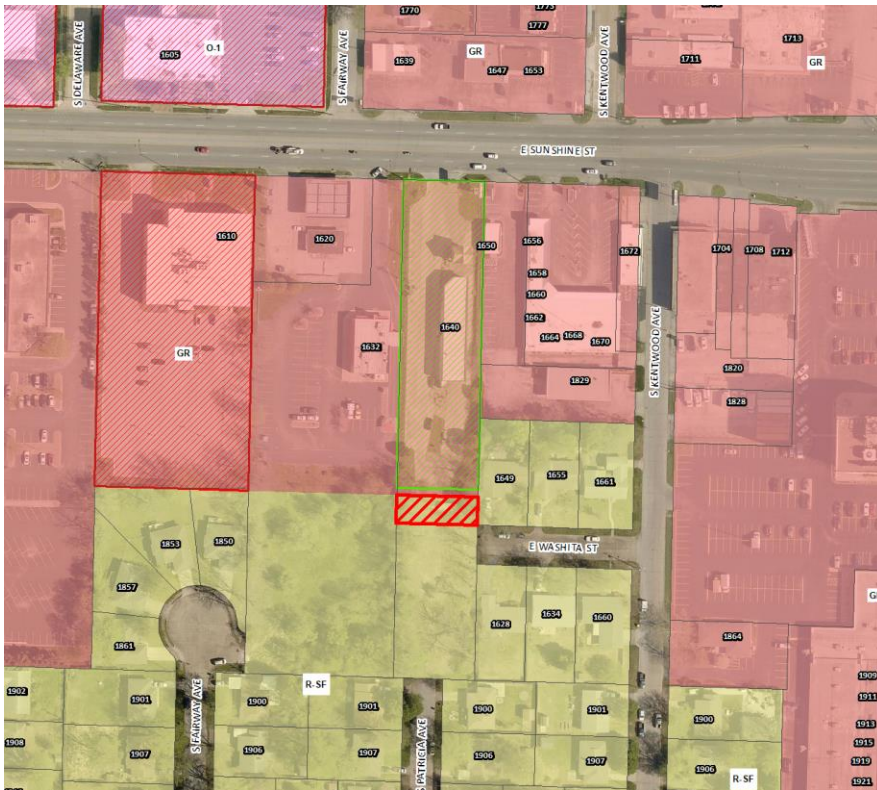
EXISTING LAND USE: Undeveloped land

APPLICANT: 3410 Kingshighway LLC

STAFF: Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:
Approve

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



SUMMARY OF REQUEST:

Request to rezone approximately 0.07 acres of property generally located at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail District.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* which designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. The GR district is listed as an appropriate zoning district for this land use category.
2. This application is being processed concurrently with Conditional Use Permit 447 which proposes to expand the existing car wash business into the property at 1650 East Sunshine Street.
3. During the review process of the CUP, it was discovered that the existing car wash development had a paved parking lot in the area where a bufferyard should have been installed. In order to correct this, a portion of the property to the south will be used to install the required bufferyard. The property is owned by the applicant but has a split zoning lot with GR zoning on the north portion and R-SF zoning on the south portion.
4. Approval of this request will expand the existing GR zoning approximately thirty-two (32) feet to the south. Expansion of the GR district will facilitate the installation of the required bufferyard between the existing car wash business and R-SF zoning.

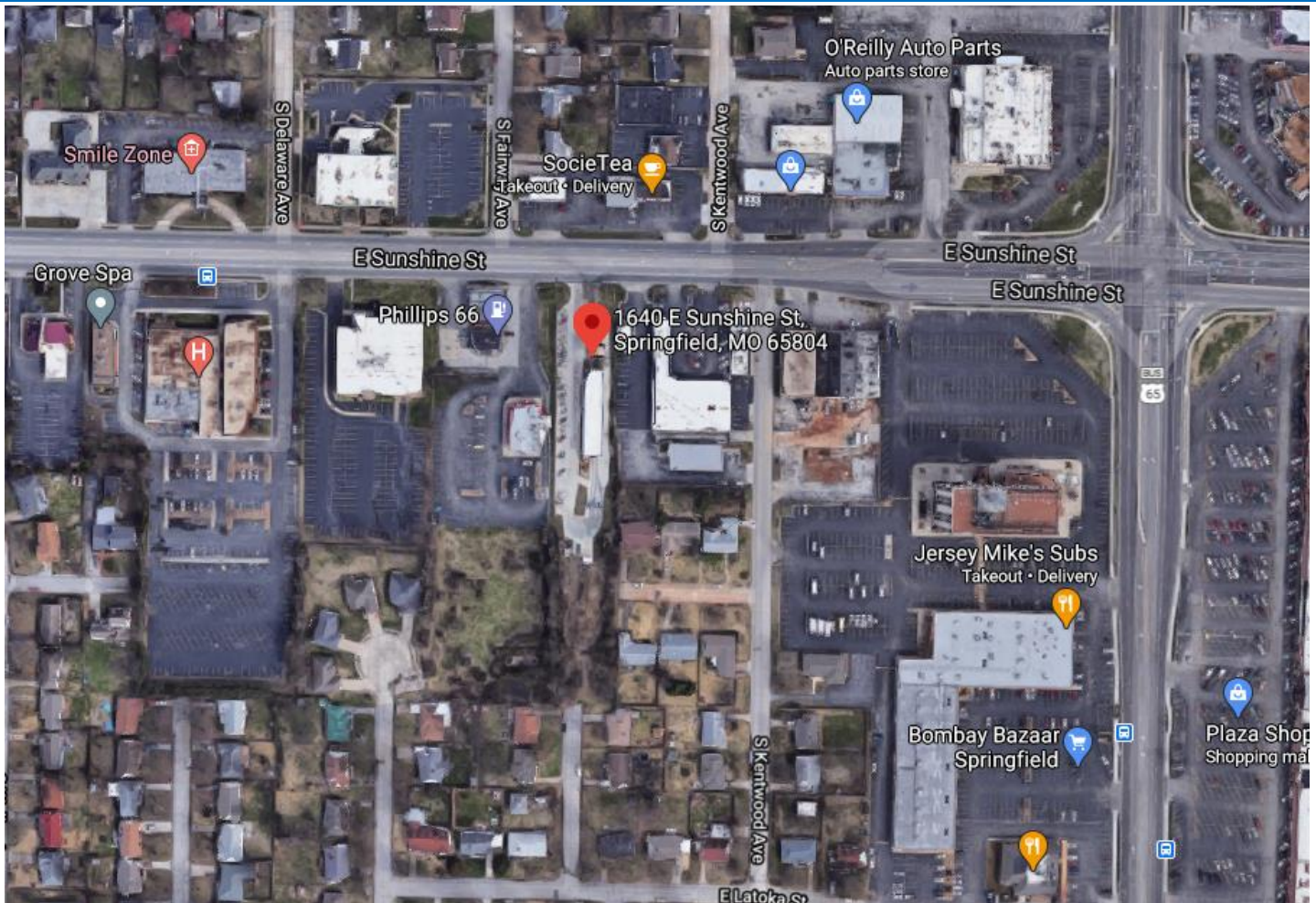
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	R-SF	R-SF	R-SF
LAND USE	Car washing business	Undeveloped land	Single-family dwelling	Undeveloped land

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

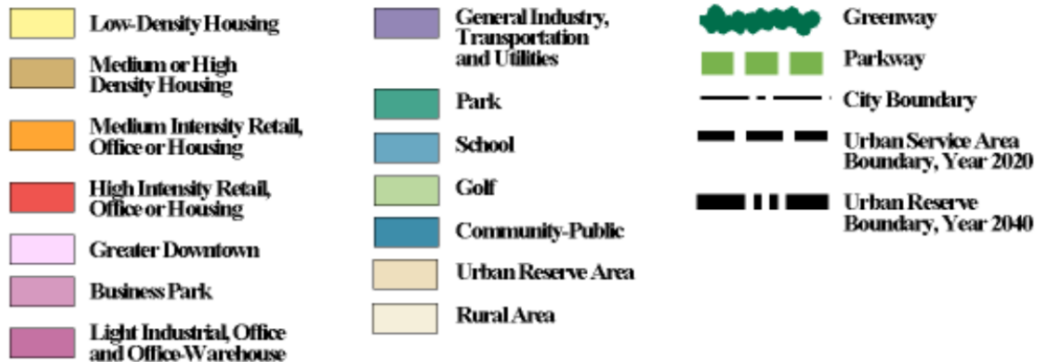
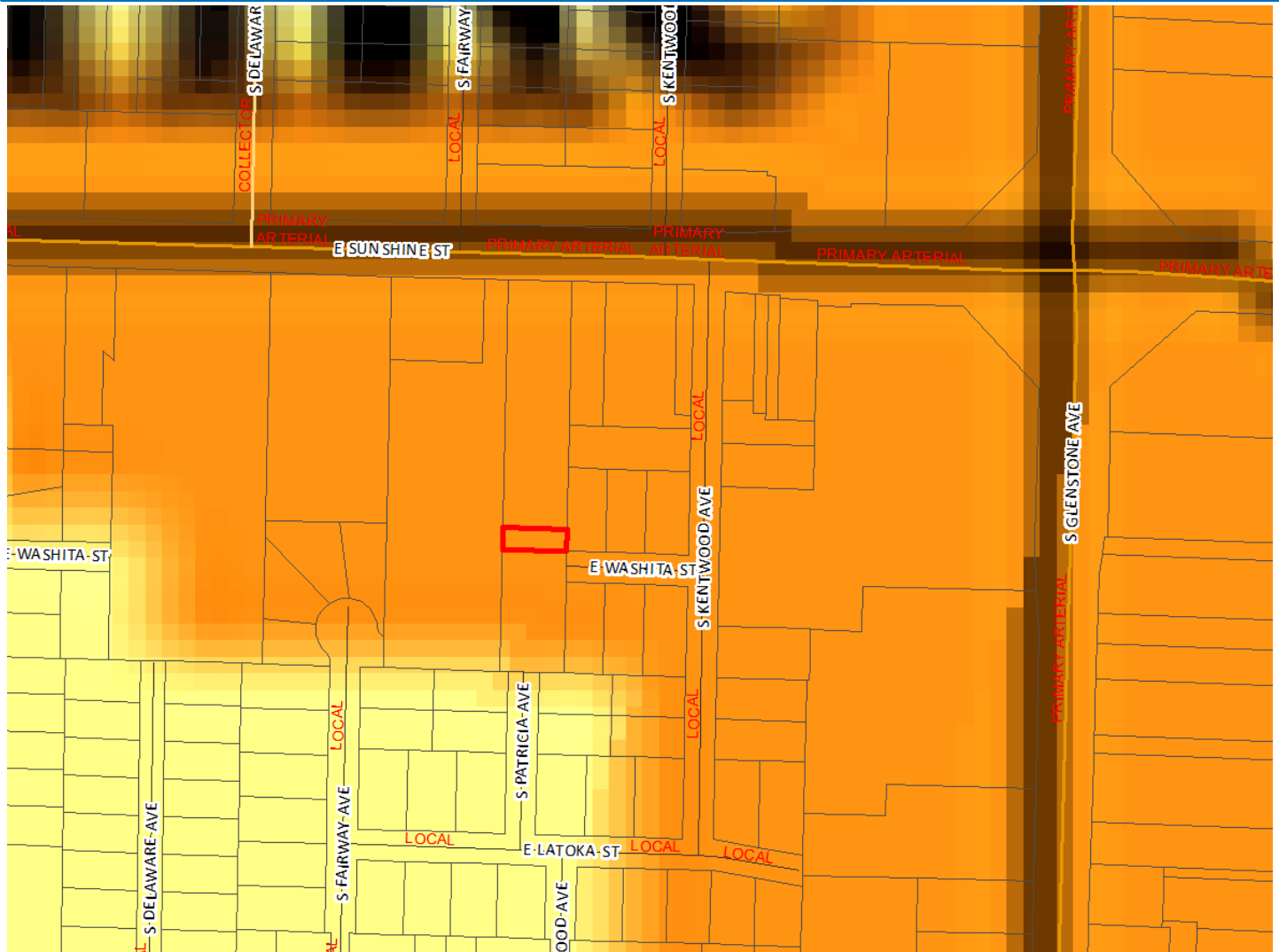


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned R-SF since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

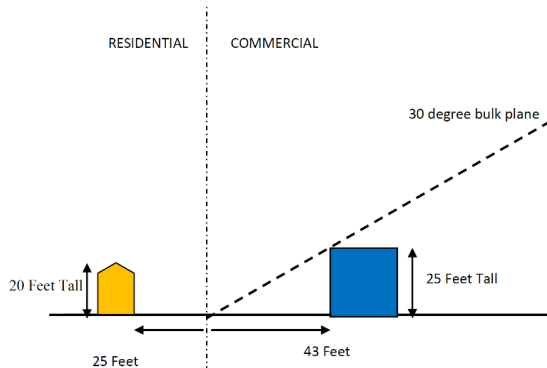
- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive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

ZONING ORDINANCE OR CODE REQUIREMENTS:

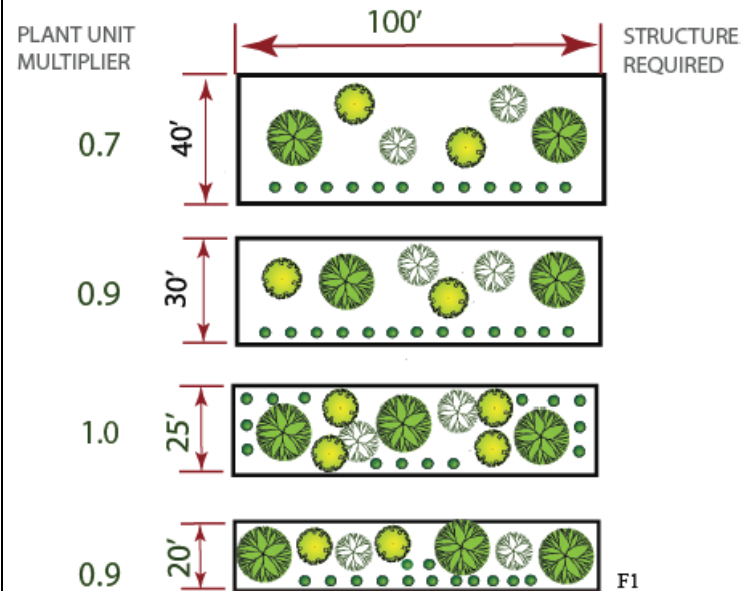
CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory 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.
Minimum open space requirements	20 percent
BULK PLANE	LANDSCAPING

Development Review Staff Report

All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.



A bufferyard type "F" is required adjacent to R-SF zoned property.



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 0.07 acres of property generally located at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail District. The applicant intends to use this portion of property to install the required bufferyard between GR and R-SF.
- 2) This application is being processed concurrently with Conditional Use Permit No. 447 which proposes to expand the existing car wash business onto a neighboring property at 1650 East Sunshine Street.
- 3) During the review process of the CUP, it was discovered that the existing car wash development has a paved parking lot in the area that a bufferyard should have been installed. In order to correct this, a portion of the property to the south will be used to install the required bufferyard. The property is owned by the applicant but is a split zoning lot with GR zoning on the north portion and R-SF zoning on the south portion.
- 4) Approval of this request will expand the existing GR zoning an additional approximately thirty-two (32) feet to the south. Expansion of the GR district will facilitate the installation of the required bufferyard between the existing car wash business and R-SF zoning.
- 5) The development requirements in the proposed GR, General Retail District are adequate for mitigating potential impacts of the proposed development on the adjoining properties. Additionally, the proposed CUP No. 447 will control the development of this portion of property by an approved site plan. The site plan indicates that this portion of property will only be used for the installation of the required bufferyard. No further development will be allowed in this area with this request.
- 6) Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Development Review Staff Report



7) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. The applicant held a virtual meeting on

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 10 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Tract has access to public sewer.

FIRE DEPARTMENT:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial roadway. The standard right-of-way width for E. Sunshine Street is 50-feet from the centerline. It appears an additional 7-feet of right-of-way is needed along the property frontage. A survey is recommended to determine the exact amount of existing right-of-way. Nothing can be constructed or placed within 50-feet from the centerline of Sunshine Street. This portion of E. Sunshine Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on E. Sunshine Street is 29,631 vehicles per day. On-street parking is not allowed along E. Sunshine Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Sunshine Street. This access does not meet City of Springfield spacing requirements as noted in City Code Chapter 98.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Sunshine Street. Sidewalk will be required to be constructed along the property frontage at the time of development before a building permit can be issued or a fee in lieu of sidewalk construction approved by the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

Development Review Staff Report



There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop in the vicinity of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

This rezoning is only for a small portion of the property as a whole. Most of the property is already zoned GR. The change in zoning for the portion requested does not generate more than 1,000 trips per day or 100 trips in the a.m. or p.m. peak. No improvements are required based on this change in zoning.

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. Sunshine Street	Primary Arterial	No	43	50
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated	2	2.5	24	
	*Proposed Trips Generated	3.5	4	360	
	Additional Trips Generated	1.5	1.5	336	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small**. 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

Sparlin, Michael

From: Randy <ottspasta@gmail.com>
Sent: Thursday, March 18, 2021 4:08 PM
To: Zoning@springfieldmo.gov
Subject: 1640 E. Sunshine St.

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

I own the property at 1906 South Patricia. The last thing that I or any of my neighbors on our quiet cul-de-sac wants is the sound of noisy vacuum cleaners and car stereos destroying our tranquility. I would strongly oppose any reasoning.

Sent from my iPhone

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 04-13-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 447 for the purpose of authorizing an
2 automobile washing business to operate within the GR, General Retail
3 District generally located at 1640 and 1650 East Sunshine Street as a
4 conditional use. (Staff and Planning and Zoning Commission
5 recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on April
13 8, 2021, and the Commission found that the necessary conditions existed for issuance
14 of Conditional Use Permit No. 447 for the property located at 1640 and 1650 East
15 Sunshine Street and zoned GR, General Retail District; and
16

17 WHEREAS, City Council finds that sufficient evidence has been presented to
18 satisfy all applicable standards of the Land Development Code for issuance of
19 Conditional Use Permit No. 447; and
20

21 WHEREAS, the granting of such permit is deemed proper and it is not found to
22 harm the community or injure the value, lawful use, and reasonable enjoyment of
23 properties in the vicinity of 1640 and 1650 East Sunshine Street.
24

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

28 Section 1 – Conditional Use Permit No. 447 is hereby granted in accordance with
29 and subject to the provisions of Section 36-363 of the Land Development Code.
30 Conditional Use Permit No. 447 is granted for the purpose of authorizing a car washing
31 business to operate as a conditional use within the GR, General Retail District located
32 at the property described in “Exhibit B,” which is attached hereto and incorporated

herein by this reference, and which is generally located at 1640 and 1650 East Sunshine 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 447” 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” being attached hereto and incorporated herein in its entirety by this reference.

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, and other applicable City regulation or Ordinance, and this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tollett, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 098

FILED: 04-13-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow an automobile washing business within the GR, General Retail District generally located at 1640 and 1650 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 447

The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile washing business. The applicant is proposing to expand the existing car wash at 1640 East Sunshine Street and install vacuums and parking stalls on 1650 East Sunshine Street.

This application is being processed concurrently with a rezoning case (Z-9-2021) which proposes to rezone approximately 0.07 acres of a portion of property at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail. During the review process of the CUP, it was discovered that the existing car wash development has a paved parking lot in the area that a bufferyard should have been installed. In order to correct this, this portion of property will be used to install the required bufferyard. The 1640 East Sunshine property is split zoned with GR, General Retail on the North portion, and R-SF on the south portion.

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 447 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

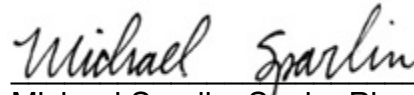
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended approval, by a vote of 7 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").

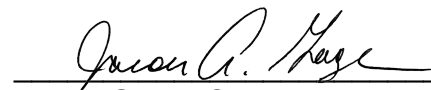
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 447

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 447

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Site Plan

Attachment 5, Neighborhood Comments

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 447

1. A car washing business is permitted in conformance with Attachment 4.
2. The car washing business shall comply with all the standards listed in Attachment 3.
3. The Sunshine Street access from the 1650 East Sunshine shall be exit only with the following conditions:
 - a. A plan for a gate system shall be provided to Public Works for approval prior to installation. If the gate system for the access to 1650 E. Sunshine is ever removed, deemed inoperable for a substantial amount of time, or is in disrepair, as determined solely by the Director of Public Works, Public Works will notify the owner and if not repaired or corrected, a permanent right out only driveway with concrete islands, will be required to be installed in lieu of the gate system. This condition is only applicable to the CUP associated with this site plan.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

**LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 447**

A TRACT OF LAND AS LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 21 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2012, PAGE 016366-12. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPLE MERIDIAN; THENCE ALONG SAID NORTH LINE, NORTH 88°30'22" WEST, 819.65 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH SUNSHINE STREET FOR A POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 01°22'30" WEST, 233.99 FEET; THENCE NORTH 89°42'38" EAST, 9.10 FEET TO A POINT LYING AT THE NORTHWEST CORNER OF LOT 3 OF BEECHWOOD HEIGHTS THIRD ADDITION AS DESCRIBED IN PLAT BOOK Q, PAGE 2; THENCE ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS THIRD ADDITION, SOUTH 01°05'30" WEST, 398.24 FEET TO A POINT LYING ON THE NORTH LINE OF FIRST ADDITION TO SOUTH SIDE HEIGHTS AS DESCRIBED IN PLAT BOOK P, PAGE 48. THENCE ALONG SAID NORTH LINE, NORTH 88°18'04" WEST, 99.14 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 01°12'55" EAST, 633.91 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY OF SUNSHINE STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 87°01'16" EAST, 89.88 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 21 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI CONTAINING 1.38 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 109462.

And

ALL BEGINNING 60 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST 170 FEET FOR A BEGINNING POINT; THENCE EAST 60 FEET; THENCE SOUTH 268.1 FEET; THENCE WEST 60 FEET; THENCE NORTH 269 FEET TO THE POINT OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 447
Planning and Zoning Commission – April 8, 2021**

Conditional Use Permit 447
1640 & 1650 East Sunshine Street and
Applicant: JRW Family Prop, LLC, c/o J Randolph Wilson

King Coltrin and Britton Jobe recused themselves.

Mr. Hosmer states that this a request to approve a Conditional Use Permit for the purpose of authorizing an automobile washing business within the GR, General Retail District generally located at 1640 and 1650 East Sunshine Street.

The CUP will limit access at 1650 East Sunshine to an exit only through a gate system approved by Public Works prior to installation. A Type F bufferyard with fence will be provided between R-SF and GR/car wash. The application meets the approval standards for the conditional use permit and staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representing the owner, and stated that it does goes to the southern line of the rezoning is the north line of Washita and takes care of a problem from 2012 and with the bufferyard. This property is unique that it has two different zoning districts (C2 and R-SF) on one parcel and the owner will get the bufferyard into compliance with the required plantings, etc.

Mr. Chris Wynn, representing the owner noted that the Conditional Use Permit puts them into compliance and are more comfortable moving forward regarding the access. City and the developer agreed to make the access on 1650 East Sunshine exit only and now will have an automatic gate and this will stop cars from coming into the lot. We have updated our site plan to show as one comprehensive premise and this reflects that we have City approval.

Mr. Lebeck asked about he site plan and two points of exit and one point of entry.

Mr. Wynn noted the egress/ingress on 1640 East Sunshine Street and 1650 East Sunshine is exit only, however still a cross-access on 1650 East Sunshine that allows for exit also.

Mr. Greg Byler, owner and wanted to thank the City for willing to work with them on a compromise and here to answer any questions.

Mr. Doennig closed the public hearing.

Mr. Knuckles motioned to **approve** item Conditional Use Permit 447 (1640 & 1650 East Sunshine Street). Ms. Broekhoven seconded the motion. Ayes: Doennig, Knuckles, Colony, Bruce, Ogilvy, Broekhoven and Lebeck. Nays: None. Abstain: None. Absent: none.

King Coltrin and Britton Jobe recused themselves.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

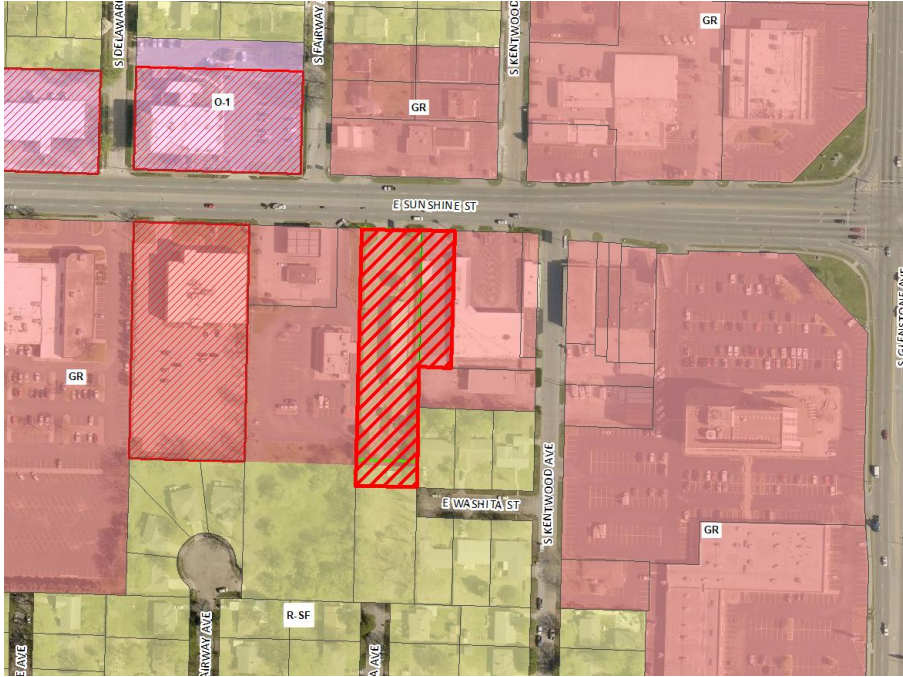
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

APRIL 5, 2021

CITY COUNCIL PUBLIC HEARING:

APRIL 19, 2021



CASE NUMBER:

Conditional Use Permit 447

LOCATION: 1640 and 1650 East Sunshine Street

ACRES: Approximately 0.32 acres

EXISTING LAND USE: Car wash & Retail/Commercial use

APPLICANT: JRW Family Prop LLC & 3410 Kingshighway LLC

STAFF: Michael Sparlin, Senior Planner

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:

This is a request to permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 1640 and 1650 East Sunshine Street.

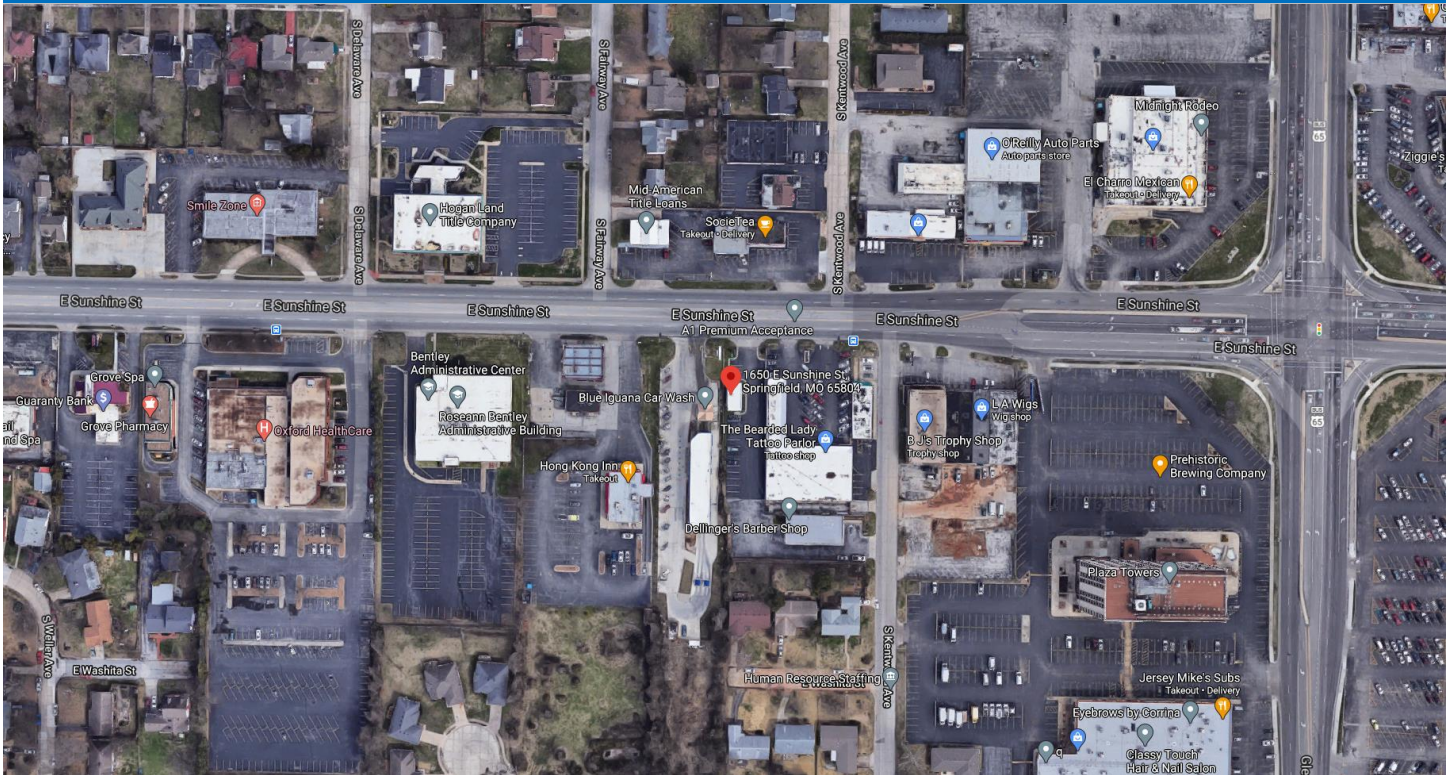
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development 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	GR	R-SF, GR (portion)	GR, R-SF (portion)	GR, R-SF (portion)
LAND USE	Commercial/Retail uses	Undeveloped land, Commercial use	Commercial/Retail uses, Single-family residence	Restaurant, undeveloped land

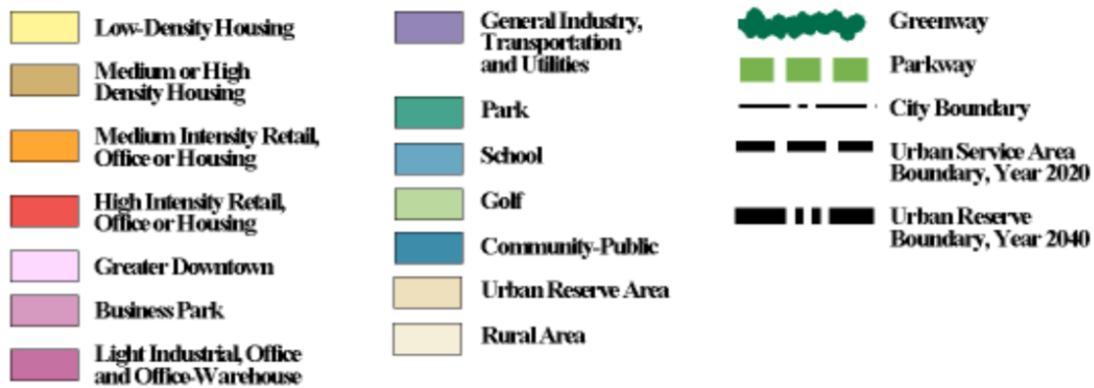
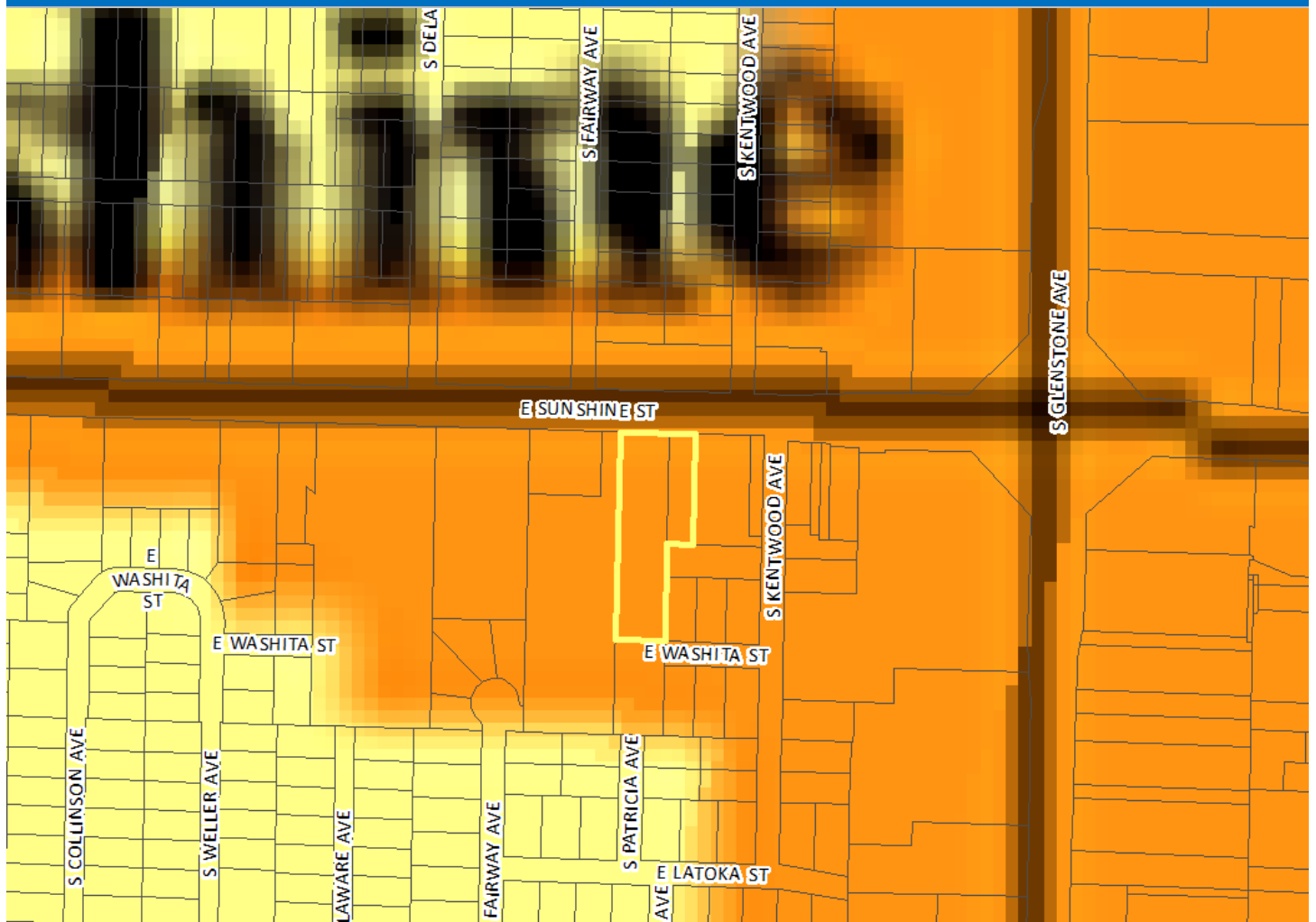
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property has been zoned GR, General Retail since the City-wide remapping in 1995. The existing car wash business was approved by Conditional Use Permit in 2006.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for the area.

STAFF COMMENTS:

-
1. The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile washing business. The applicant is proposing to expand the existing car wash at 1640 East Sunshine.
 2. The proposed expansion to the existing car wash will install vacuums and parking stalls on the adjacent property located at 1650 East Sunshine Street. The expansion of the Conditional Use requires approval following the same process as the original conditional use application.
 3. This application is being processed concurrently with zoning case (Z-9-2021) which proposes to rezone approximately 0.07 acres of a portion of property at 1640 East Sunshine Street from R-SF, Residential Single-family to GR, General Retail. This property is currently split zoned with GR, General Retail zoning on the northside and R-SF zoning on the southside. It was discovered during the review of the CUP that the existing car wash development had a paved parking lot in the area where a bufferyard should have been installed. In order to correct this, a portion of property to be rezoned will be used to install the required bufferyard between the R-SF and GR zoning.
 4. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

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

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 11	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 447

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Fassnight Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. Since the project will not be disturbing more than one (1) acre there will be a land disturbance permit required.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Fassnight Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	Yes

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial roadway. The standard right-of-way width for E. Sunshine Street is 50-feet from the centerline. It appears an additional 7-feet of right-of-way is needed along the property frontage. A survey is recommended to determine the exact amount of existing right-of-way. This portion of E. Sunshine Street is a city- maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on E. Sunshine Street is 29,631 vehicles per day. On-street parking is not allowed along E. Sunshine Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Sunshine Street. This access does not meet City of Springfield spacing requirements as noted in City Code Chapter 98. The Sunshine Street access from 1650 East Sunshine shall be exit only with the following conditions:

A plan for a gate system shall be provided to Public Works for approval prior to installation. If the gate system for the access to 1650 E. Sunshine is ever removed, deemed inoperable for a substantial amount of time, or is in disrepair, as determined solely by the Director of Public Works, Public Works will notify the owner and if not required or corrected, a permanent right out only driveway with concrete islands, will be required to be installed in lieu of the gate system. This condition is only applicable to the CUP associated with this site plan.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Sunshine Street. Sidewalk will be required to be constructed along the property frontage at the time of development before a building permit can be issued or a fee in lieu of sidewalk construction approved by the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop in the vicinity of these development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

No improvements required

SITE PLAN

The Sunshine Street access from 1650 East Sunshine shall be exit only with the following conditions:

A plan for a gate system shall be provided to Public Works for approval prior to installation. If the gate system for the access to 1650 E. Sunshine is ever removed, deemed inoperable for a substantial amount of time, or is in disrepair, as determined solely by the Director of Public Works, Public Works will notify the owner and if not required or corrected, a permanent right out only driveway with concrete islands, will be required to be installed in lieu of the gate system. This condition is only applicable to the CUP associated with this site plan.

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. Sunshine Street	Primary Arterial	No	43	50

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		2		
*Proposed Trips Generated		77		
Additional Trips Generated		75		

*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 447

1. An automobile washing business is permitted in conformance with Attachment 4.
2. The automobile washing business shall comply with all the standards listed in Attachment 3.
3. The Sunshine Street access from the 1650 East Sunshine shall be exit only with the following conditions:
 - a. A plan for a gate system shall be provided to Public Works for approval prior to installation. If the gate system for the access to 1650 E. Sunshine is ever removed, deemed inoperable for a substantial amount of time, or is in disrepair, as determined solely by the Director of Public Works, Public Works will notify the owner and if not repaired or corrected, a permanent right out only driveway with concrete islands, will be required to be installed in lieu of the gate system. This condition is only applicable to the CUP associated with this site plan.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 447

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 Growth Management and Land Use Plan identifies this section of Sunshine Street as "Medium-Intensity Retail, Office, or Housing" and the site is located on the fringe of the Sunshine Street and National Street Activity Center. A condition use permit allowing a car wash in this location is consistent with the Springfield Comprehensive Plan. One of the appropriate zoning districts for "Medium-Intensity Retail, Office, or Housing" is Highway Commercial which would allow for a car wash if zoned accordingly. Additionally, a car wash exists on the west adjacent property that is zoned General Retail with a conditional use permit which this will serve as an extension of.	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Medium Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for this area. The GR district allows car wash businesses 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.	No additional access points to Sunshine street are proposed. The site will utilize the existing access onto Sunshine Street as "Exit Only". Access to the site is intended to come from 1640 E Sunshine via the proposed cross access. Sunshine Street is classified as a Primary Arterial and is suitable for this use.	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 with traffic access controls that are required. 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 existing building on site is to be removed and no new building is proposed. Additionally, adequate driveway width is provided for a fire truck. All additional concerns the fire department may have will be addressed during plan design.	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.	No, the proposed development will reduce the amount of impervious area and increase the amount of open space when compared to the existing condition. Overall, the	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet

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:
	development will have a positive impact the to local watershed.	development standards for stormwater management. The development of the property will be subject to the following conditions at the time of development: 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. If disturbing more than one acre water quality will also have to be provided. Drainage easements must be provided for this conveyance. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved. Water quality will still need to be provided if more than one acre is disturbed.
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.	Noise characteristics for this site will be no different than what exists on the west adjacent property. The hours of operation for the car wash are from 7AM to 8PM.	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
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.	All proposed parking faces west (inward) toward the existing car wash structure and site. The proposed use will also reduce the number of parking stalls from 17 to 12 which will reduce vehicular light. The number of pole lights on the property will be reduced from 4 to 3. All adjacent properties are zoned GR so there will be no adverse effect to residential properties.	It is not expected that the proposed use will negatively affect neighborhood districts. The existing car wash was approved by a Conditional Use Permit in 2006 and the area for the expansion (1650 E. Sunshine) is not directly adjacent to residential districts.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	No new signs or site lighting is proposed as part of this project. A pylon sign exists along Sunshine	The development will be subject to the signage standards of the Zoning Ordinance.

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:
	Street and four parking lot lights exist along the western property line.	
8. Such signs will not have an adverse effect on any adjacent properties.	The existing signage will remain and is appropriately located and sized for the site.	The development will be subject to the signage standards on the Zoning Ordinance.
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.	Yes, Sunshine Street is classified as a Primary Arterial with a width of approximately 67' and a right of way of 90'. This is suitable for the proposed use.	Sunshine Street right-of-way and pavement width is adequate to handle increased traffic volume.
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 site is already developed with a commercial use and is adjoined on all sides by commercial developments. The proposed improvements will have a positive impact on the local water shed by reducing the amount of existing impervious area, site parking faces west into a commercial structure with no windows, and adequate space will be provided for fire access.	It is not anticipated that the proposed car washing business will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial/retail uses to the west or the residential uses to the east. The applicant is proposing to make the car wash operational and is not expanding the use.
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.	A. No structures are proposed for this development. The development will be vacuum stalls only. The vacuum stalls will be consistent with what exists on the west adjacent property. B. Landscaping and screening will conform with City of Springfield Zoning requirements. Furthermore, the proposed development will increase the amount of open space compared to the existing condition.	The standards of the Zoning Ordinance adequately address these issues. The applicant will install the required bufferyard along the adjacent property zoned R-SF.
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.	It will not. The site is currently developed with a commercial structure and parking lot. The proposed development will reduce the amount of impervious area compared to the existing condition.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features. The subject property is developed as a car wash.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	It will not. The site is currently developed with a commercial structure and parking lot. The proposed development will reduce the amount of impervious	The applicant's response adequately addresses this condition. The site is currently a car wash and commercial building and does not appear to

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	area compared to the existing condition.	have important natural, scenic or historic features.
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.	Yes, our proposal follows all applicable regulations of the Article and development standards.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes, the proposed development will provide the public with an optional service/amenity.	The applicant's response adequately addresses this condition.
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	Yes, our proposal is in accordance with standards set out in 36-455, 36-456 and 36-483 of the Article. Additionally, all adjacent properties are zoned General Retail and not residential.	The development will be subject to these standards of the Zoning Ordinance.
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.	Yes, the development will limit the existing access onto Sunshine Street to "Exit Only" which will reduce the number of conflicts points at the existing access. wide access on Sunshine. The access on Sunshine is considered existing non-conforming due to the spacing between access on Sunshine. Since the access is existing and no modifications are proposed the access will remain but be limited to "Exit Only" under the CUP.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
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 vehicular circulation elements have been designed to provide adequate use of the site and includes the requirements need for fire truck access.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
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.	No interference with the items listed are known. There is an existing cross access easement on the site. This easement will remain as is.	No known interference with any public rights of way or easements are known.
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,	One structure exists on site. Under this proposal the existing structure will be removed. A	The development is required to adhere to all standards of the

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:
plumbing and electrical requirements of the City of Springfield.	demolition permit will be obtained for the removal of the structure.	Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	All public utilities are available at the site. Stormwater runoff will be reduced by the reduction of impervious area.	This property is already served with public infrastructure and services.



DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

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

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

DATE:	12/18/2020	Telephone No.	417/881-5667
YOUR NAME:	Stephen F. Ator		
YOUR ADDRESS:	1571 E Cherokee		
PROJECT ADDRESS:	1650 E Sunshine St		
COMMENTS:	The Blue Iguana Car Wash currently has about 10 vacuum stations. I never see more than a couple of them in use at a time. So, I question the need. Also, the vacuums run constantly & are very loud. If you go through the drive thru Chinese restaurant next door, you cannot hear the employees at the window. 12 additional stations would sound like the middle of a tornado. If approved, I would require them to have on/off buttons customers could push as needed. 20 of these running non-stop all day would be very disruptive to the adjacent parties.		

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

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

DATE:	12-20-20	Telephone No.	417-209-3093
YOUR NAME:	RANDALL P. OTT		
YOUR ADDRESS:	1906 S. PATRICIA		
PROJECT ADDRESS:	1650 E. SUNSHINE		

COMMENTS:

The VACUUMS ARE LOUD AND WOULD CAUSE NOISE POLLUTION DAY AND NIGHT. PATRICIA IS A QUIET STREET AND I WOULD LOVE TO KEEP IT THAT WAY.

Sincerely, Randall P. Ott

Say hello to your brother John

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 04-13-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 099

GENERAL ORDINANCE _____

AN ORDINANCE

1 REPEALING General Ordinance 6585 titled "Suspending enforcement of portions of
2 sections 36-368(9) and 36-473(e) of the Zoning Ordinance."
3
4

5 WHEREAS, on March 16, 2020, the Mayor of the City of Springfield, declared a
6 civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19")
7 pandemic; and
8

9 WHEREAS, on April 6, 2020, City Council, by its passage of General Ordinance
10 6585, suspended the enforcement of the "neighborhood meeting" requirements found at
11 sections 36-368(9) and 36-473(e) of the Zoning Ordinance to further the public health
12 goal of limiting person to person contact; and
13

14 WHEREAS, on April 5, 2021, City Council, by its passage of General Ordinance
15 6646, adopted amendments to General Ordinance 6628 that, effective April 16, 2021,
16 will increase the participant limits on mass gatherings and recommend, rather than
17 require, physical distancing; and
18

19 WHEREAS, City Council finds that enforcing the requirement for neighborhood
20 meetings for certain development cases is consistent with the City's actions to loosen
21 COVID-19 restrictions as certain public health metrics are met.
22

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

26 Section 1 – General Ordinance 6585, attached hereto as "Exhibit A," is hereby
27 repealed in its entirety.
28

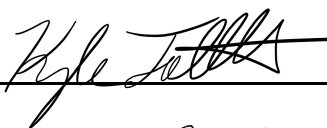
29 Section 2 – This Ordinance shall be in full force and effect immediately upon
30 passage.
31

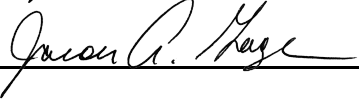
32 Passed at meeting: _____

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- 099

FILED: 04-13-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To repeal General Ordinance 6585 which suspended the requirements for neighborhood meetings contained in sections 36-368(9) and 36-473(e) of the Zoning Ordinance.

BACKGROUND INFORMATION: On March 16, 2020, the Mayor of the City of Springfield declared a civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19") pandemic. In addition, the Springfield City Council adopted Special Ordinance 27293 on that same day. Said Ordinance prohibited certain public gatherings and authorized the Mayor to issue additional orders amending which public gatherings are prohibited during the pendency of the civil emergency declaration.

On March 17, 2020, the Mayor issued a further order amending which public gatherings are prohibited. On April 6, 2020, the City Council adopted General Ordinance 6585 which suspended the enforcement of the neighborhood meeting requirements found at sections 36-368(9) and 36-473(e) of the Zoning Ordinance. Certain development cases, including rezonings, planned developments, street vacations, conditional use permits, and Type 2 short-term rentals require an applicant to conduct an in-person meeting with interested neighbors. General Ordinance 6585 suspended the enforcement of that requirement due to concerns of transmitting COVID-19 by person-to-person contact.

On April 5, 2021, City Council adopted amendments to General Ordinance 6628. These amendments include increasing the participant limits on mass gatherings and recommending rather than requiring physical distancing. The amendments will be effective April 16, 2021. Re-instituting the requirement for neighborhood meetings for certain development cases is consistent with the City's actions to "step out" of COVID-19 restrictions as certain public health metrics are met. Interested parties to development cases will still have the option of submitting comment cards to Planning and Development staff if they are unable or do not want to attend the required neighborhood meeting.

Submitted and Recommended by:


Mary Lilly Smith, Director

Approved by:

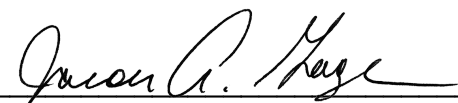

Jason Gage, City Manager

Exhibit A

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 03-17-20

Sponsored by: McClure

First Reading: April 6, 2020

Second Reading:

COUNCIL BILL 2020- 065

GENERAL ORDINANCE 6585

AN ORDINANCE

1 SUSPENDING enforcement of portions of sections 36-368(9) and 36-473(e) of the
2 Zoning Ordinance; and declaring an emergency pursuant to City
3 Charter section 2.12; for the purpose of limiting public gatherings
4 during the Mayor's declaration of civil emergency.
5 _____
6

7 WHEREAS, on March 16, 2020, the Mayor of the City of Springfield, declared a
8 civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19")
9 pandemic; and
10

11 WHEREAS, on March 16, 2020, Springfield City Council, by its passage of
12 Special Ordinance 27293, prohibited certain public gatherings of 50 or more persons;
13 and
14

15 WHEREAS, Special Ordinance 27293 authorized the Mayor, during the duration
16 of the declaration of civil emergency, to issue additional orders amending which public
17 gatherings are prohibited; and
18

19 WHEREAS, on March 17, 2020, the Mayor did issue an order prohibiting public
20 gatherings of 10 or more persons; and
21

22 WHEREAS, because of the ongoing COVID-19 pandemic, City Council desires
23 to suspend the enforcement of the "neighborhood meeting" requirements found at
24 sections 36-368(9) and 36-473(e) of the Zoning Ordinance; and
25

26 WHEREAS, City Council finds that suspending these requirements for the
27 duration of the Mayor's declaration of civil emergency, or any amendment thereto,
28 furthers the important public health goal of limiting person to person contact; and
29

30 WHEREAS, City Council finds that the suspension of these requirements for the
31 duration of the Mayor's declaration of civil emergency, or any amendment thereto, does
32 not prohibit interested parties from utilizing other avenues of communication to express
33 their opinions to City Council; and

34 WHEREAS, City Council finds that the enactment of this Ordinance constitutes
35 an emergency pursuant to City Charter section 2.12 in that continued public gatherings
36 will facilitate the spread of COVID-19.

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:

40
41 Section 1 – City Council hereby suspends, and directs the City Manager to
42 suspend, enforcement of section 36-368(9) of the Zoning Ordinance. All other
43 provisions of City Code shall remain in effect provided they are not inconsistent with this
44 Ordinance.

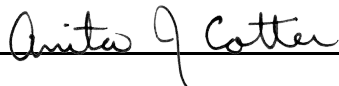
45
46 Section 2 – City Council hereby suspends, and directs the City Manager to
47 suspend, enforcement of sections 36-473(2)(e)2, 36-473(2)(e)3, 36-473(2)(e)4, 36-
48 473(e)5, 36-473(e)6, & 36-473(e)7 of the Zoning Ordinance. All other provisions of City
49 Code shall remain in effect provided they are not inconsistent with this Ordinance.

50
51 Section 3 – The suspension authorized by this Ordinance shall remain in effect
52 for the duration of the Mayor's declaration of civil emergency, or any amendment or
53 extension thereto.

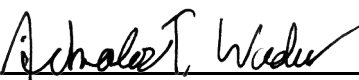
54
55 Section 4 – City Council hereby finds and declares that an emergency exists in
56 that public gatherings will facilitate the spread of COVID-19 and therefore this
57 Ordinance relates to the preservation of public health and safety pursuant to section
58 2.12 of the City Charter and may be passed in one reading. This Ordinance shall be in
59 full force and effect from and after passage.

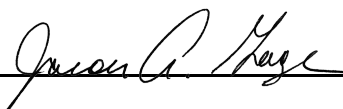
60
61 Passed at meeting: April 6, 2020

62
63 
64 Mayor

65
66 Attest: , City Clerk

67
68 Filed as Ordinance: April 6, 2020

69
70
71 Approved as to form: , Assistant City Attorney

72
73
74 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-065

FILED: 03-17-20

ORIGINATING DEPARTMENT: Law

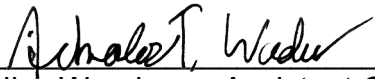
PURPOSE: To suspend enforcement of portions of sections 36-368(9) and 36-473(e) of the Zoning Ordinance; and declaring an emergency pursuant to City Charter section 2.12; for the purpose of limiting public gatherings during the Mayor's declaration of civil emergency.

BACKGROUND INFORMATION: On March 16, 2020, the Mayor of the City of Springfield, declared a civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19") pandemic. In addition, the Springfield City Council adopted Special Ordinance 27293 on that same day. Said Ordinance prohibited certain public gatherings and authorized the Mayor to issue additional orders amending which public gathering are prohibited during the pendency of the civil emergency declaration.

On March 17, 2020, the Mayor issued a further order amending which public gatherings are prohibited. Due to the ongoing COVID-19 pandemic City Council desires to suspend the enforcement of the "neighborhood meeting" requirements found at sections 36-368(9) and 36-473(e) of the Zoning Ordinance. Some development review cases require the applicant to conduct an in-person meeting with interested neighbors. Given the concerns of transmitting COVID-19 by person to person contact, this Ordinance would suspend those portions of the Zoning Ordinance which require a neighborhood meeting. Interested parties still have the option of submitting comment cards to Planning and Development staff.

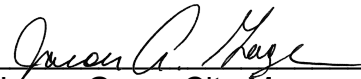
This Ordinance is drafted as an emergency measure given the ongoing public health pandemic. It may be adopted with only one-reading.

Submitted by:



Nick Woodman, Assistant City Attorney

Approved by:



Jason Gage, City Manager

Recommended by:



Rhonda Lewsader, City Attorney

One-rdg. _____
P. Hmgs. _____
Pgs. 26
Filed: 04-13-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-100

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Program-Urban Program Agreement with the Missouri
3 Highways and Transportation Commission; and amending the budget
4 of the Department of Public Works for Fiscal Year 2020-2021, in the
5 amount of \$360,000, for the purpose of partially reimbursing the base
6 salaries of up to six City employees who operate and manage the
7 Transportation Management Center.
8 _____
9

10 WHEREAS, an Agreement has been proposed that would allow the use of
11 Surface Transportation Program ("STP") funds to reimburse the City for a portion of the
12 base salaries of up to six City employees who operate and manage the Transportation
13 Management Center ("TMC"); and
14

15 WHEREAS, federal Surface Transportation Block Grant funds will reimburse 80
16 percent of the base salaries of said City employees; and
17

18 WHEREAS, the remaining portion of related base salary costs, all benefit costs,
19 and the required grant match will be funded by the existing Transportation Fund budget;
20 and
21

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

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Agreement with the Missouri Highways and Transportation Commission ("MHTC"),
30 said Agreement to be in substantially the same form as the document attached hereto
31 and incorporated herein by this reference as "Exhibit 1" and to do all things necessary to
32 carry out the intent of the agreement.
33

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-
35 2021, is hereby amended in the accounts and in the amounts as shown on Budget
36 Adjustment No. 065, a copy of which is attached hereto and incorporated herein by this
37 reference as “Exhibit 2.”
38

39 Section 3 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City.
41

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

45 Passed at meeting: _____
46
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55 _____
56 Approved as to form: Kyle Tull, Assistant City Attorney
57

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

EXPLANATION TO COUNCIL BILL 2021-100

FILED: 04-13-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission to partially reimburse the base salaries of up to six City employees who work at the Transportation Management Center; and amending the Fiscal Year 2020-2021 budget for the Department of Public Works in the amount of \$360,000 to appropriate federal Surface Transportation Block Grant funds.

BACKGROUND INFORMATION: In collaboration with Missouri Department of Transportation (“MoDOT”) staff, the Transportation Management Center (“TMC”) is operated and managed by six Public Works employees. Base salaries and benefit costs for all six City employees are budgeted in the Transportation Fund. Last year, federal Surface Transportation Block Grant (“STBG”) funds were used to fund 80 percent of the base salaries for City TMC staff. The remaining 20 percent of the base salary costs were funded by the Transportation Fund which has been utilized to meet the matching requirements of the federal STBG funds. Employee benefit costs, also funded by the Transportation Fund, are not eligible for grant reimbursement.

The use of federal STBG funds for another one-year period to reimburse 80 percent of the base salaries of six City TMC employees will reduce base salary expenses that would otherwise be budgeted and funded by the Transportation Fund during Fiscal Year 2021-2022. The estimated annual base salary cost of the six positions is approximately \$450,000. Approval of this ordinance authorizes the City Manager to enter into the Surface Transportation Program (“STP”)-Urban Program Agreement (“Exhibit 1”) needed to continue using federal funds for 80 percent of the base salary costs (\$360,000) for another one-year period as estimated on the budget adjustment. The grant match requires 20 percent of the base salary costs (\$90,000) to continue to be funded by the Transportation Fund budget. All benefit costs will also continue to be funded by the Transportation Fund.

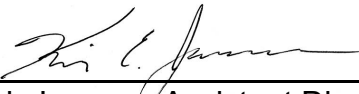
Supports the following 2021 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality

- Public Safety

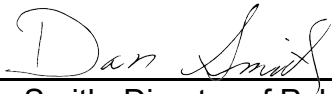
REMARKS: A Transportation Improvement Program ("TIP") project has been prepared to allow the use of federal STBG funds for these base salaries. Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



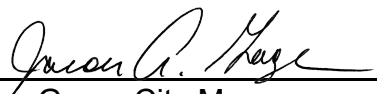
Kirk Juranas, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/16 (MWH)
Modified: 02/19 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5901(820) TIP# MO2104
Award Year: 2021
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(820) involves:

Salaries of the Engineers and Technicians that operate, manage, and provide necessary traffic data for the Transportation Management Center of the Ozarks and Ozarks Traffic Intelligent Transportation System for the City of Springfield. Construction is not contemplated by this agreement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(820) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

The Transportation Management Center located at 1107 W. Chestnut Expressway, Springfield, Missouri 65802.

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit B. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as

stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(5) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5901(820) or contemplated by this Agreement.

(6) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$360,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(7) WORK ON STATE RIGHT OF WAY: There are no contemplated improvements for Project STBG-5901(820) which will involve work on the state's right of way.

(8) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(9) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(10) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(11) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(15) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(16) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Tom Dancey, P.E.
840 Boonville

Springfield, MO 65802
Facsimile No.:417-864-1983

- (B) To the Commission:
Chad Zickefoose, P.E.
3025 E. Kearney
Springfield, MO 65803
Facsimile No.:417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(18) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(19) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(20) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

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

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Assistant Chief Engineer

Deputy City Manager

ATTEST:

ATTEST:

Secretary to the Commission

City Clerk

Approved as to Form:

Director of Finance

Commission Counsel

Contract Paralegal

Approved as to Form:

Assistant City Attorney

Ordinance No: _____

Exhibit A - Location of Project

TMC Salaries Location Map

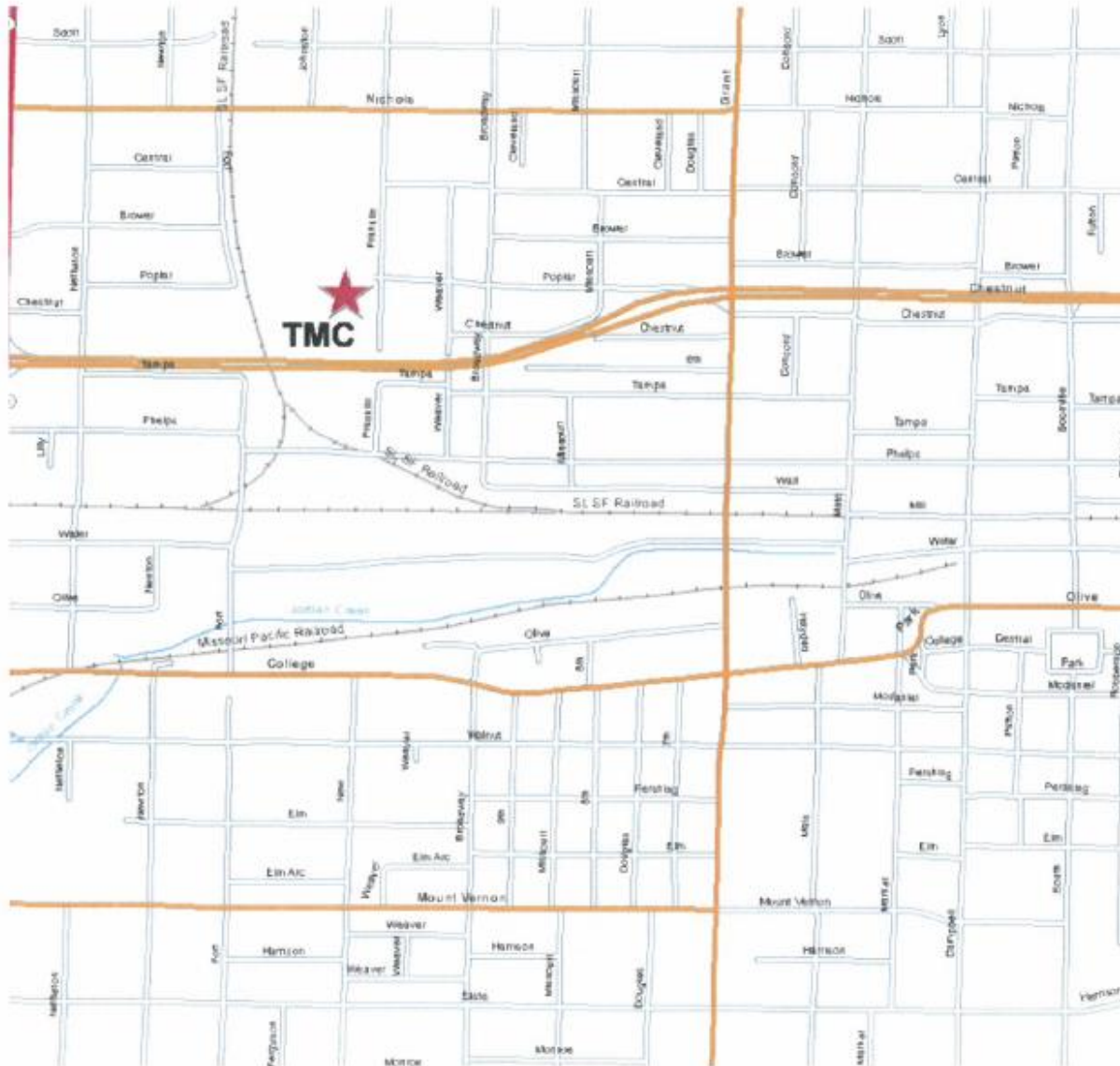


Exhibit B

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit B

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Exhibit B

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit B

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit B

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit B

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Exhibit B

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit B

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 360,000	Federal STBG Grant Revenues for 80% of TMC Base Salaries
Net Revenue Adjustment						\$ 360,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	500110	000000	00000	\$ 360,000	TMC Salaries (80% of Base Salaries) Funded By Federal Grant
28010	20	78020	500110	000000	00000	(360,000)	TMC Base Salaries-6 Positions-FY 2021-22 Savings-12 Months
Net Expenditure Adjustment						-	

Fund Balance Appropriation:

Fund	Title	Amount
46040	PW U.S. Dept. of Transportation Grants	-
28010	PW Transportation Fund	360,000

FY 2021-2022 Savings - 12 Months

Explanation: To appropriate federal STBG grant funds for 80% of the base salaries of six (6) staff positions at the Transportation Management Center (TMC) based on the proposed STP Urban Agreement. The City grant match will be from the remaining 20% of base salaries and will be funded by the Transportation Fund operating budget. One-year grant award estimated to be effective for 12 months of FY 2022 beginning July 1st.

Requested By:

Dan Smith 04/13/21
Department Head Date

Approved By:

DJ Hill 04/13/21
Director of Finance Date

Authorization:

Council Bill No. 2021-100
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 04-13-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 101

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Professional
2 Service Agreement with the Missouri State Highway Patrol and the
3 Marshall University Research Corporation on behalf of Marshall
4 University Forensic Science Center to provide independent review
5 of privately tested Sexual Assault Forensic Evidence kits.
6 _____
7

8 WHEREAS, City Council recently allocated funding to identify and test all
9 untested Sexual Assault Forensic Evidence kits ("SAFE kits") currently held by the
10 Police Department through a private laboratory; and
11

12 WHEREAS, all test results from the private laboratory must be reviewed by an
13 independent third-party for potential entry into the Federal Bureau of Investigation
14 ("FBI") Combined DNA Index System ("CODIS"); and
15

16 WHEREAS, the Marshall University Forensic Science Center ("MUFSC") is
17 capable of providing the necessary review; and
18

19 WHEREAS, the Missouri State Highway Patrol, Crime Laboratory Division
20 ("MSHP") has agreed to assist the Springfield Police Department by providing technical
21 leadership for the independent testing and review of SAFE kits, including uploading
22 results into CODIS.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 a Professional Service Agreement with the Missouri State Highway Patrol and the
29 Marshall University Research Corporation on behalf of Marshall University Forensic
30 Science Center to provide independent review of privately tested Sexual Assault
31 Forensic Evidence kits, said agreement to be substantially in the form of that Agreement
32 which is attached hereto and incorporated herein by reference as "Exhibit A."
33

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

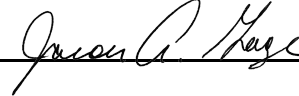
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form:  _____, Assistant City Attorney

47
48
49 Approved for Council action:  _____, City Manager
50

EXPLANATION TO COUNCIL BILL 2021-101

FILED: 04-13-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a Professional Service Agreement with the Missouri State Highway Patrol and Marshall University for technical review of privately tested Sexual Assault Forensic Evidence kits.

BACKGROUND INFORMATION: City Council recently appropriated funds to allow for the testing by a private laboratory of the remaining untested Sexual Assault Forensic Evidence Kits held by SPD. In order for the test results to be provided to the Missouri State Highway Patrol for entry into the Combined DNA Index System ("CODIS") the results must be first submitted to a third party for independent technical review.

Under this agreement, the third-party review will be conducted by the Marshall University Forensic Science Center. The Missouri State Highway Patrol will provide technical assistance and training to Marshall University and will ultimately submit the test results into CODIS.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

Exhibit A

PROFESSIONAL SERVICE AGREEMENT FOR TECHNICAL REVIEW OF SEXUAL ASSAULT KIT TESTING RESULTS

This agreement (AGREEMENT), entered into this _____ day of _____, 2021, by and between the Missouri State Highway Patrol, Crime Laboratory Division (MSHP), the City of Springfield by and through the Springfield Police Department (Springfield Police Department), and the Marshall University Research Corporation (MURC or contractor) on behalf of Marshall University Forensic Science Center (MUFSC) by the Executive Director, collectively referred to hereinafter as the "Parties".

WHEREAS, Springfield Police Department was provided with testing funds from the Springfield City Council; and

WHEREAS, the MSHP has agreed to assist in the implementation of the Springfield project to provide technical leadership for the outsourcing of DNA testing of approximately 119 sexual assault kits and the technical review of testing results, including uploading results into the FBI CODIS system; and

WHEREAS, the Federal Bureau of Investigation's (FBI) Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories, Standard 17, requires the National DNA Indexing System (NDIS) participating Laboratory (MSHP) to show ownership of outsourced DNA testing through the completion of a technical review prior to entry of forensic DNA profiles into the Combined DNA Index System (CODIS) and allows for a contract employee reviewer to complete these requirements; and

WHEREAS, MSHP and the Springfield Police Department requires the resources of a contract employee reviewer for both CODIS eligible and CODIS ineligible STR profiles for the purposes of the grant; and

WHEREAS, in accordance with Section 34.046, RSMo, MSHP and the Springfield Police Department, governmental units within the State of Missouri, may contract directly with MURC, a non-profit affiliate of Marshall University, a governmental entity under this section, for the technical review of DNA testing results services.

NOW THEREFORE, for and in consideration of the promises, mutual covenants and agreements herein contained, and other valuable consideration, MSHP, the Springfield Police Department and MURC on behalf of the MUFSC agree as follows:

ARTICLE I- SCOPE OF SERVICES

A. MURC on behalf of MUFSC will:

1. Cooperate with the MSHP, the Springfield Police Department and contractual private DNA testing lab to perform the technical review of the results and reports submitted by the laboratory for review on a schedule approved by the parties;
2. Fulfill laboratory requirements of Standard 17 of FBI's Quality Assurance Standards (QAS) for Forensic DNA Testing Laboratories, including all accreditation and compliance requirements;
3. Ensure contract employees follow all current MSHP Biology/DNA technical review protocols and utilize the review documentation form provided by MSHP;

4. Only assign forensic DNA scientists who meet the education, experience, training and competency requirements as detailed in the FBI's QAS for Forensic DNA Testing Laboratories to conduct technical reviews under the terms of this Agreement;
5. Provide MSHP written notice thirty days in advance of any changes in the status of the contract technical review personnel associated with this contract (Note: MSHP will qualify, test and maintain documentation to show that all contract employees performing technical review services are currently qualified or previously qualified, in the technology, platform and typing amplification test kit used to generate the data and participate in an NDIS laboratory's proficiency-test program as per Standard 17.6 of the FBI's Quality Assurance Standards for Forensic Testing Laboratories.) (Further Note: All personnel must be approved in writing by the MSHP DNA Technical Leader prior to conducting reviews.);
6. Accept training from the MSHP to include, but not limited to, CODIS eligibility requirements, DNA profile entry criteria, components of the technical review and documentation of the technical review;
7. Maintain competency and proficiency testing using Short Tandem Repeats (STR) analysis utilizing capillary electrophoresis with the PowerPlex Fusion 6C genetic loci system using MSHP interpretation guidelines;
8. Receive secure electronic copies of completed case files for technical review directly from a MSHP contractual vendor testing laboratory;
9. Complete approximately 50 – 100 technical reviews per month (the number of technical reviews will vary month to month) over the duration of this Agreement (Note: The technical reviews must include documentation of the technical review on a standardized technical review form provided by MSHP and an electronic file for uploading to CODIS that includes DNA profiles eligible for entry into CODIS.);
10. Conduct a review that must include, but not limited to, the following items on a DNA report/case file:
 - Data Review (including DNA types, mixture interpretation, associated controls, internal lane standards and allelic ladders);
 - Chain of Custody; and
 - Final report to include each item submitted to the vendor laboratory, results, conclusions and documentation.
11. Invoice the Springfield Police Department on the 15th day of each month for all technical reviews completed during the previous month at a rate of \$55 per technical review for negative kits and \$91.00 per technical review for positive kits completed by the MUFSC employees in accordance to the terms of this Agreement (Note: If the 15th falls on a federally recognized holiday or weekend, the invoice must be sent on the next business day.);
12. As necessary, allow on-site visits that include, at a minimum, continued competency test through proficiency testing by the MHP staff to ensure compliance with the FBI's QAS for Forensic DNA Testing Laboratories.
13. Shall be available to provide expert testimony on cases where review was performed by MURC, at the request of law enforcement, local prosecutors or defense counsel at the expense of the requesting party (Note: MSHP will not pay for or be responsible for any expense related to testimony.).

B. MSHP and Springfield Police Department will:

1. Provide training to MUFSC employees regarding CODIS, the training will include, at a minimum, CODIS eligibility requirements, DNA profile entry criteria, components of the technical review and documentation of the technical review;
2. Springfield Police Department will compensate, if necessary, the MUFSC for the employee training at the rate of \$30 per hour, per analyst. Limited to eight (8) hours of training for four (4) employees during the grant period (Note: Each analyst will be required to pass a competency provided by MSHP prior to performing technical reviews.);
3. Coordinate efforts with the independent contractual testing laboratory to provide training to MUFSC contract employees, if necessary, on their file organization and interpretational guidelines;
4. Coordinate with the independent contractual testing laboratory on any inquiries generated by MUFSC contract employees during the technical reviews. The MSHP will resolve all inquiries with the contractual third-party DNA testing provider independent of the MUFSC contract employees;
5. MSHP will conduct random review of the technical reviews conducted by MUFSC employees in under this agreement. This random review will encompass a minimum one (1%) of the overall number of technical reviews conducted by MUFSC contract employees;
6. Springfield Police Department will pay MURC at the rate of \$55 per kit for the review of negative results and \$91 per kit for the review of positive results for work completed by MUFSC employees in accordance with the terms of this Agreement. The MURC will invoice Springfield Police Department on the 15th of each month for all technical reviews completed during the previous month. Springfield Police Department agrees to pay all invoices approved by MSHP and/or Springfield Police Department within thirty (30) days of receipt if all documents and paperwork are concluded for kits reflected in the invoice;
7. As required by the FBI's QAS for Forensic DNA Testing Laboratories, the MSHP will administer proficiency tests to each MUFSC contract employee consistent with the full extent of analytical support services being provided to the MSHP by the employee (Note: The proficiency tests shall be conducted under the MSHP proficiency test program.);
8. All proficiency testing of MUFSC employees required by the FBI's QAS will be provided by MSHP without costs to the MURC or MUFSC.

C. The Parties agree to the following.

1. For the purposes of compliance with the FBI's QAS Forensic DNA Testing Laboratories, MUFSC employees who provide technical review services of the private independent DNA Testing Laboratory data and reports shall be considered to be contract employees of the MSHP, as the term "contract employees" is defined in the FBI's QAS for Forensic DNA Testing Laboratories, effective September 1, 2020.
 - a. The FBI's QAS for Forensic DNA Testing Laboratories, effective July 1, 2020, defines a contract employee as an individual that provides DNA typing and/or analytical

support services to the NDIS participating laboratory (MSHP). The persons performing these services must meet the relevant qualifications for the equivalent position in the NDIS participating laboratory (MSHP). A contract employee cannot serve as the casework CODIS administrator or technical leader and cannot be counted as a full-time, qualified analyst for purposes of satisfying the definition of a laboratory.

- b. As used in the Agreement, “technical review” is prescribed the same meaning as it is given in the FBI’s QAS for Forensic DNA Testing Laboratories, effective July 1, 2020, as “An evaluation of reports, notes, data and other documents to ensure there is an appropriate and sufficient basis for the scientific conclusions.”
2. Except as provided in C.1.a. above, MURC and MUFSC employees shall not be considered to be employees of the MSHP or Springfield Police Department for any purpose whatsoever, including, but not limited to, tax purposes, employment benefits, indemnification, fees or other costs not specifically agreed to herein, worker compensation claims, lawsuits, immunity or third-party liability claims.
3. All MSHP and Springfield Police Department case information is confidential criminal justice information. Access to MSHP and Springfield Police Department case information shall be controlled by contract employee(s) and limited to those personnel identified to the MSHP as working under this contract. MUFSC employees shall not provide information concerning MSHP or Springfield Police Department cases to anyone other than a representative of MSHP or Springfield Police Department without first notification to and approval of that agency. All technical review shall be at the facility identified by MURC.
4. At no time will DNA profiles generated from MSHP or Springfield Police Department casework be entered into internal or external databases by for searching by law enforcement personnel, scientific personnel or anyone else for investigative purposes.

ARTICLE II – TERM

The term of the Agreement shall be for a period beginning January 1, 2022 and ending December 31, 2022.

ARTICLE III- FEES AND PAYMENTS

1. The cost to the Springfield Police Department for services and training provided during the contract period shall not exceed the amount of Eleven Thousand (\$11,000.00) for the provision of technical review services and training provided in this Agreement, and all payments shall be contingent upon appropriations of sufficient funds to the Springfield Police Department for these services.
2. Springfield Police Department will pay training fees in accordance with the process set forth more fully in Article I, provided the MURC fulfills its obligations set forth more fully in Article I.
3. Invoices should be directed to the Springfield Police Department as set out in Article VI.
4. All purchases and charges pursuant to the Agreement are tax exempt and no tax is to be passed through or billed to the Springfield Police Department or included within fixed lump sum charges in any manner.

ARTICLE IV - TERMINATION

1. Either party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice is given to all other parties.
2. If any party is in breach of the Agreement, the other parties may terminate if the breaching party fail to cure the breach within thirty (30) days of written notice of the same.
3. In event of such termination, all work papers, records, reports and collected data will be promptly returned to the MSHP and/or Springfield Police Department by the MURC, MUFSC, or other contracted provider. In the event of early termination, the Springfield Police Department will pay MURC for all technical reviews completed up to the effective date of termination provided all materials, work products and reports submitted to the MSHP or Springfield Police Department.
4. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that the Agreement shall terminate upon failure of budgetary fund appropriations with no resulting liability to the MSHP or Springfield Police Department. The MSHP and Springfield Police Department will exercise its best effort to notify MURC of any budgetary failure in appropriations in advance. MURC will not be paid for any lost profits or damages because of termination.

ARTICLE V- ASSIGNABILITY

The parties shall not subcontract, assign or transfer this Agreement nor any portion thereof without the prior written consent of the other party and any failure to so comply shall be deemed cause for termination of the Agreement.

ARTICLE VI – POINTS OF CONTACT

Points of Contacts MURC on behalf of MUFSC will be:

Mr. Jason Chute, DNA Technical Leader
Marshall University Forensic Science Center
1401 Forensic Science Drive, Huntington, WV 25701-3628
jchute@marshall.edu
304-691-8946 (telephone)
304-691-8928 (fax)

Joseph Ciccarello, Associate Executive Director
Marshall University Research Corporation
One John Marshall Drive, Huntington, WV 25755
ciccarello@marshall.edu
304-696-4837 (telephone)
304-697-2770 (fax)

Point of Contact for Missouri State Highway Patrol, Crime Lab Division:

Jackson Scanlon, DNA Technical Leader
Missouri Highway Patrol - Crime Laboratory
425 East Phelps Street, Springfield, MO 65806
Jackson.Scanlon@mshp.dps.mo.gov
417-868-9400 x4446 (telephone)
417-895-6354 (fax)

Point of Contact for Springfield Police Department:

Major Stacey Parton
Springfield Police Department
321 E. Chestnut Expwy.
Springfield, MO 65802
sparton@springfieldmo.gov
417 864-1754

ARTICLE VII – GENERAL PROVISIONS

- A. **STANDARD OF CARE.** In performing the services under the Agreement, MUFSC employees will use the degree of care and skill ordinarily exercised under similar circumstances by members of the forensic science profession. Any problems relating to the services provided herein should be brought to the attention of the MSHP as soon as encountered and, if possible, prior to the issuance of the analytical report. If reasonable under the circumstances, the MUFSC will be required to correct any errors.
- B. **RECORDS MADE AVAILABLE.** The contractor agrees to make all records relating to this Agreement available for inspection by representatives of the MSHP during normal business hours.
- C. **INDEPENDENT CONTRACTOR.** The contractor agrees to perform duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be deemed to be an agent or employee of the MSHP, except as set out in Article I C.1.a. The contractor shall pay, when due, all required employment taxes and income withholding consistent with state law, shall provide and keep in force worker's compensation insurance and unemployment compensation insurance as required by law, and shall be solely responsible for acts of the contractor, contractor employees and agents.
- D. **NO PROMISE FUNDING.** Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies any appropriation, tender, or allocation of funds for such expenditures.

- E. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
- F. NUMBER AND GENDER IFFELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- G. SEVERABILITY. Nothing in this Agreement is intended to conflict with applicable laws, regulations or directives. Accordingly, the provisions of this Agreement are severable and, in the event any provision of this Agreement is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability, or validity of the rest of this Agreement.
- H. NO PRIVATE RIGHT. This agreement is between MSHP, Springfield Police Department, and MURC, on behalf of MUFSC. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the parties, or other officers, employees, agents, or associated personnel of the parties. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, statute, or relation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.
- I. ISSUE RESOLUTION. Throughout the course of this Agreement, issues such as scope, interpretation of provisions, and other concerns may arise. Both parties agree to appoint their respective representative identified in Article VI, or other point of contact, to work in good faith toward a resolution.
- J. ENTIRE MOU. This Agreement constitutes the entire Agreement between the parties with regard to the terms and matters set forth herein. This Agreement may be modified upon the mutual written consent of the parties, however any such changes must be in writing, and duly signed by their authorized representatives. This Agreement, including any amendments, will be reviewed annually on or around the anniversary of its effective date.
- K. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.
- L. ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS. Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Applicable state law shall govern each party's liabilities.
- M. NO WAIVER OF IMMUNITY. Nothing in this agreement shall be construed as a waiver by the state of Missouri or the City of Springfield of any applicable immunity, including sovereign immunity as enjoyed by the State and the City of Springfield under § 537.600 of the Revised Statutes of Missouri.

ARTICLE VIII – CONFLICT OF INTEREST

- 1. MURC on behalf of MUFSC covenants that:
 - a. It presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement;
 - b. In the performance of the Agreement no person having such interest shall be employed by the contractual service provider; and

- c. In the performance of the Agreement, neither the contractual service provider nor any of its agents or employees, are or shall become an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official.
2. Employment of a contract employee by multiple NDIS participating and/or vendor laboratories shall be disclosed and shall only be permitted subject to the approval by the technical leader of the NDIS participating laboratory (MSHP) for which the contract employee is performing DNA typing and/or analytical services.

ARTICLE IX – GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. It is further agreed by the parties that any action at law, suit in equity or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in a court of competent jurisdiction.

ARTICLE X – INSURANCE

1. The contractor at its expense, at all times during the term hereof, shall be insured on an occurrence basis against all claims and demands by third persons for bodily injury, including wrong death, and property damage arising or alleged to arise out of the activities of the contractor, its officers, agents and employees, and independent contractors pursuant to the Agreement under the following types of coverage:
 - a. General Comprehensive;
 - b. Automobile (all vehicles);
 - c. Professional Liability for Error and Omissions;
 - d. Information Security Liability / Cyber Liability
 - e. Workers Compensation; and
 - f. Unemployment compensation

Contractor agrees to maintain limits of insurance of at least \$1,000,000 per occurrence for all types of coverage. Liability coverage must include unauthorized access to Protected Health Information (PHI).

2. Each party to this Agreement agrees that it will be responsible for its own negligent acts or omissions and the results thereof and shall not be responsible for the negligent acts or omissions of the other parties and the results thereof.
3. In no event shall any party be liable to the other for any indirect, incidental, special, punitive or consequential damages whatsoever; suffered by the other party, any affiliate, licensee, or any third party resulting from the other party's, any affiliate's, licensee's or any third party's use of the data under this Agreement.

ARTICLE XI – NON-DISCRIMINATION

All parties agree 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 said parties 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 {2246534;7} 7 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.

ARTICLE XII – CONFIDENTIALITY

The contractor shall not use or disclose any information it receives from the State or Springfield Police Department under this contract that State or Springfield Police Department have previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State shall not disclose any information it received from contractor that contractor has previously identified as confidential and that the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the State of Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri (RSMo). The duty of the State and contractor to maintain confidentiality of information under this section continues beyond the term of this contract.

ARTICLE XIII – UNAUTHORIZED ALIEN EMPLOYEES

1. The contractual provider shall in compliance with all applicable provisions of Section 285.525 through 285.555 RSMo, provide to the MSHP and Springfield Police Department by sworn affidavit and provision of documentation, a statement of affirmation that the contractor does not knowingly employ any person who is an unauthorized alien in connection with this service contract, and further, that the contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the service contract.
2. The contractor has executed an affidavit, attached as an exhibit hereto, which shall remain in full force and effect during the term of this Agreement. The contractor has an obligation to immediately notify the MSHP and Springfield Police Department in writing of any change in the provisions of this affidavit.

ARTICLE XIV – CERTIFICATE OF COMPLIANCE WITH 34.600 RSMO. (ANTI-DISCRIMINATION AGAINST ISRAEL ACT).

Pursuant to Missouri Revised Statute Sections 34.600 et., seq., MURC must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that MURC 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.

ARTICLE XV – EXCLUDED PARTIES LIST

The contractor confirms that Marshall University Research Corporation does not appear on the list of Federal Excluded Parties and further that a search has been conducted in the Excluded Parties List System with results attached to this document. The contractor shall have the responsibility to continue this status during the full term of this Agreement. The contractor has an obligation to immediately notify the MSHP and Springfield Police Department in writing of any change in the EPLS status.

ARTICLE XVI- ENTIRE AGREEMENT

This is the entire Agreement and neither amendment nor modification shall be made unless in writing and signed by the parties hereto.

This Agreement is hereby entered into between the Missouri State Highway Patrol Crime Lab, the Springfield Police Department, and the Marshall University Research Corporation, on behalf of the Marshall University Forensic Science Center, on the date of the last signature below.

Missouri Highway Patrol – Crime Laboratory

By _____ Name _____ Date _____

City of Springfield

By _____ Name _____ Date _____

City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

Marshall University Research Corporation

By _____ Name _____ Date _____

36 Filed as Resolution: _____

37

38

39 Approved as to form: Jill Burris, Assistant City Attorney

40

41

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

EXPLANATION TO COUNCIL BILL 2021 - 102

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex approximately 25 acres of private property generally located at 5505 West Sunshine Street into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owner of the private property generally located at 5505 West Sunshine Street is requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The owner of the property has signed a petition to request voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petitions). The proposed annexation does not include any additional right-of-way of West Sunshine Street/U.S. Highway 60. The property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone for a new retail development and subdivision.

This Resolution only initiates the proposed annexation and does not annex the property. The property is currently zoned Greene County M-1, Light Manufacturing or Industrial District. The owner is requesting that the property be rezoned to a HC, Highway Commercial District which will be concurrently reviewed with the annexation public hearing in June. City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of this property.

REMARKS:

Staff recommends approval to initiate the annexation based on the following:

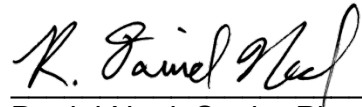
1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property to be annexed.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.
3. The property owner has petitioned the City for annexation.
4. All City services can be provided to the property.

5. The City will receive sales and property tax revenue once annexed.

RECOMMENDATIONS:

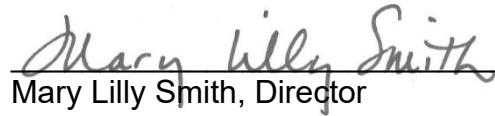
Staff recommends the initiation of the annexation of the subject property.

Submitted by:



Daniel Neal, Senior Planner

Reviewed by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Location Map

Exhibit C, Annexation Petitions

Exhibit D, Annexation Schedule



Exhibit A

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

5505 W. SUNSHINE
PROJECT NO. 19-7830
APRIL 14, 2021

ANNEXATION PARCEL DESCRIPTION

A PORTION OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE NORTHEAST CORNER OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID LOT 1 OF THE NORTHWEST QUARTER SOUTH 02°00'41" WEST 826.20 FEET; THENCE SOUTH 57°29'12" WEST 132.39 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF WEST SUNSHINE STREET (STATE ROUTE 143) VARIABLE WIDTH, SAID POINT BEING 57.00 FEET LEFT OF STATION 306+32; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH 57°29'12" WEST 132.00 FEET; THENCE SOUTH 83°42'49" WEST 102.32 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF STATE ROUTE 360 (JAMES RIVER FREEWAY) VARIABLE WIDTH; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 53°26'37" WEST 215.94 FEET; THENCE NORTH 64°38'02" WEST 105.09 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 31°41'47" WEST 25.07 FEET; THENCE NORTH 89°05'55" WEST 32.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, NORTH 64°38'02" WEST 29.53 FEET; THENCE NORTH 79°43'16" WEST 236.46 FEET; THENCE NORTH 89°43'00" WEST 175.82 FEET; THENCE SOUTH 85°54'10" WEST 250.03 FEET; THENCE SOUTH 89°45'20" WEST 4.15 FEET TO THE EAST LINE OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO DULIN PER DEED RECORDED IN BOOK 2194 PAGE 533 OF SAID RECORDER'S OFFICE; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID DULIN TRACT NORTH 01°49'10" EAST 767.04 FEET TO THE NORTH LINE OF ABOVE MENTIONED LOT 1 OF THE NORTHWEST QUARTER; THENCE ALONG SAID NORTH LINE SOUTH 89°05'55" EAST 1332.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,099,642 SQUARE FEET, OR 25.24 ACRES, MORE OR LESS.

EXCEPTING THEREFROM ANY PORTION WITHIN THE INCORPORATED LIMITS OF THE CITY OF SPRINGFIELD.



8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

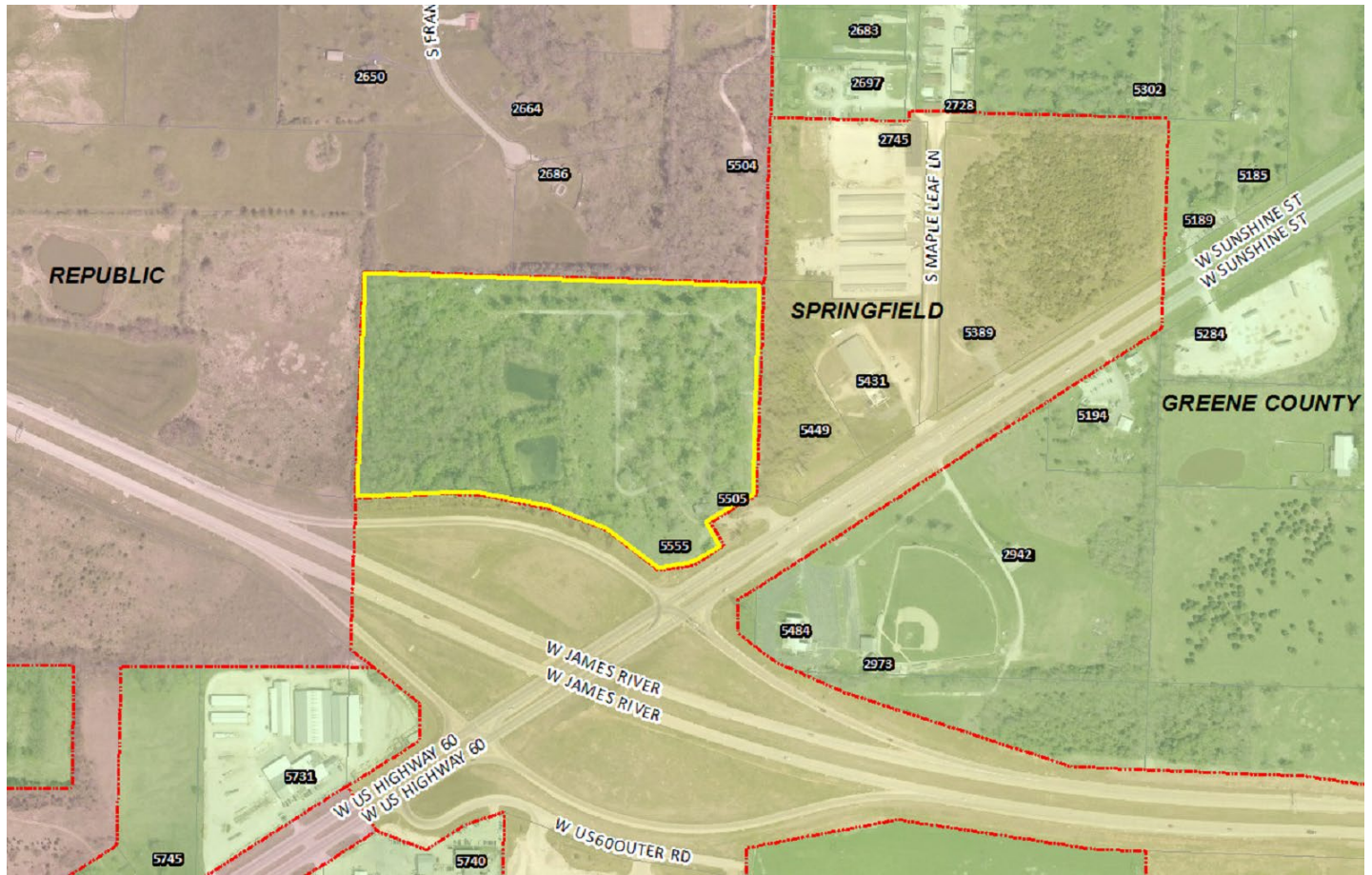
737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

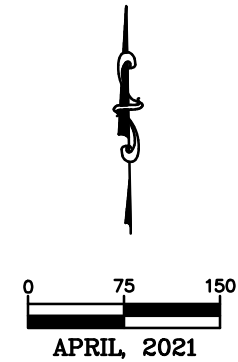
905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298



LOCATION:

LOCATION:	5505 West Sunshine Street
CURRENT ZONE:	County M-1, Light Manufacturing District
PROPOSED ZONE:	HC, Highway Commercial
CASE NUMBER:	A-2-2021

DWG NAME: F:\19-7830 - 5505 W. Sunshine - Conceptual Plans - SW Misouri\ Eng\AutoCad Drawings\XXXX - Exhibits\Annexation Exhibit.dwg LAYOUT TAB: 11X17_ENG PLOTTED ON: Apr 14, 2021 - 3:27pm PLOTTED BY: rschweis@sguth



All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

5505 W. SUNSHINE
SPRINGFIELD, MISSOURI
GREENE COUNTY, MISSOURI

[illegible]

1 OF 1



Voluntary Annexation Application



E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply and, if needed, pay your processing fees online at this [LINK](#)
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ 1,693
*See Fee Schedule

Date of application: 1-28-21

Property Location: 5505 W. Sunshine

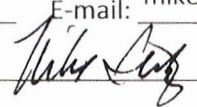
Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): West Sunshine Development, LLC

If corporation, Corporate Official: Mike Seitz

Mailing Address: 3800 S. Fremont Avenue, Springfield, MO Zip Code: 65804

Telephone: 417-881-3850 E-mail: mikes@triplesproperties.com

PROPERTY OWNER'S SIGNATURE: 
(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Cochran

If corporation: Corporate Official: Elliott Reed

Mailing Address: 530A E. Independence Drive, Union, MO Zip Code: 63084

Telephone: 636-584-0540 E-mail: ereed@cochraneng.com

Current Use of the Property: Vacant, Former mobile home park

Current County Zoning: M-1 Light Manufacturing District

Proposed City Zoning: HC - Highway Commercial

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached.

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: 

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: _____

Print Name: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 1st day of April, 2021, before me appeared M. Ke Seitz, to me personally known, who, being by me duly sworn did say that he/she is the Owner of 5505 W. Sunshine Spfd. Ma, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: Kimberly Childers
Print Name: Kimberly Childers



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

"Notary Seal"

Notary Public: _____
Print Name: _____

Exhibit D

ANNEXATION SCHEDULE
ANNEXATION A-2-2021

ANNEXATION:

Initiate annexation	May 3, 2021
City Council public hearing	June 1, 2021
City Council second reading and vote	June 14, 2021

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 04-27-21

Sponsored by: Romine

COUNCIL BILL 2021 -103 RESOLUTION

A RESOLUTION

1 DECLARING an intent to initiate annexation into the City of Springfield of approximately
2 5.11 acres of Missouri Department of Transportation right-of-way, generally
3 located along the 5900 through 6200 blocks of West State Highway
4 266/Chestnut Expressway, immediately west of North Airport Boulevard. (Staff
5 recommends approval.)
6
7

8 WHEREAS, the proposed right-of-way to be annexed abuts the north side of
9 SGF Sports, LLC's, proposed private athletic facility located just west of Deer Lake Golf
10 Course; and
11

12 WHEREAS, per the development agreement between the City and SGF Sports,
13 LLC, approved by City Council on March 8, 2021, by Special Ordinance 27472, the City
14 will fund up to \$2.1 million in public improvements and interest expenses associated
15 with the proposed facility, including public sidewalks on the subject right-of-way, and will
16 be reimbursed for these costs by establishing a community improvement district ("CID")
17 over the facility that will impose a 1-cent sales and use tax; and
18

19 WHEREAS, in order for the CID to reimburse the City for the costs of the public
20 sidewalks, the sidewalks must be located inside the CID, and the CID boundaries must
21 be entirely located inside the City limits in order for the City to establish the CID; and
22

23 WHEREAS, the proposed right-of-way annexation is necessary to ensure that
24 the CID boundaries are entirely located inside City limits, and thus ensure that the CID
25 can be properly established to entirely reimburse the City the costs of the public
26 improvements it has agreed to fund in association with the proposed private athletic
27 facility; and
28

29 WHEREAS, the proposed public right-of-way to be annexed is currently a
30 Missouri Department of Transportation ("MoDOT") maintained roadway named West
31 State Highway 266/Chestnut Expressway; and
32

33 WHEREAS, the proposed right-of-way to be annexed is within the Urban Service
34 Area and is immediately adjacent to the City of Springfield; and
35

36 WHEREAS, the City is required to announce its intention to initiate annexation

procedures as required by law.

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

Section 1 – City Council hereby announces its intention to initiate annexation of
approximately 5.11 acres of MoDOT right-of-way, generally located along the 5900
through 6200 blocks of West State Highway 266/Chestnut Expressway, immediately
west of North Airport Boulevard and described in “Exhibit A,” which is attached hereto
and incorporated herein by this reference, into the City of Springfield.

Section 2 – The City Manager, or designee, is hereby authorized to do all things
necessary and convenient to carry out the intent of this Resolution.

Section 3 – This Resolution shall be in effect immediately upon adoption.

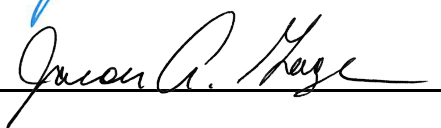
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-103

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To initiate an annexation of approximately 5.11 acres of MoDOT right-of-way into the City of Springfield, generally located along the 5900 through 6200 blocks of West State Highway 266 (Chestnut Expressway), immediately west of North Airport Boulevard (A-3-2021).

BACKGROUND INFORMATION:

The City requests to annex approximately 5.11 acres (2,200 linear feet) of MoDOT right-of-way generally located along the 5900 through 6200 blocks of West State Highway 266 (Chestnut Expressway), immediately west of North Airport Boulevard. The proposed right-of-way to be annexed is contiguous to the City limits and abuts the north side of SGF Sports, LLC's proposed private athletic facility located just west of Deer Lake Golf Course. The purpose of this annexation is to ensure that a community improvement district ("CID") can be properly established to entirely reimburse the City the costs of the public improvements it has agreed to fund in association with proposed private athletic facility.

Per the development agreement between the City and SGF Sports, LLC, which was approved on March 8, 2021 by Special Ordinance 27472, the City will fund up to \$2.1 million in public improvements and interest expenses associated with the proposed facility, including public sidewalks on the subject right-of-way. The City will be reimbursed for these costs by establishing a CID over the facility that will impose a 1-cent sales and use tax. In order for the CID to reimburse the City for the costs of the public sidewalks, the sidewalks must be located inside the CID, and the CID boundaries need to be entirely located inside the City limits in order for the City to establish the CID.

This Resolution only initiates the proposed annexation and does not annex the right-of-way. Public hearings, and review and approval by the City Council are required before the annexation of this right-of-way can be executed.

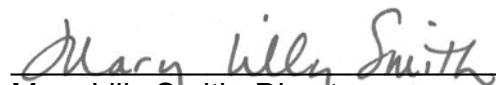
REMARKS:

Staff recommends the initiation of the annexation of this right-of-way.

Submitted by:



Matt D. Schaefer, AICP
Senior Planner


Mary Lilly Smith, Director


Jason Gage, City Manager

Exhibit A

A-3-21

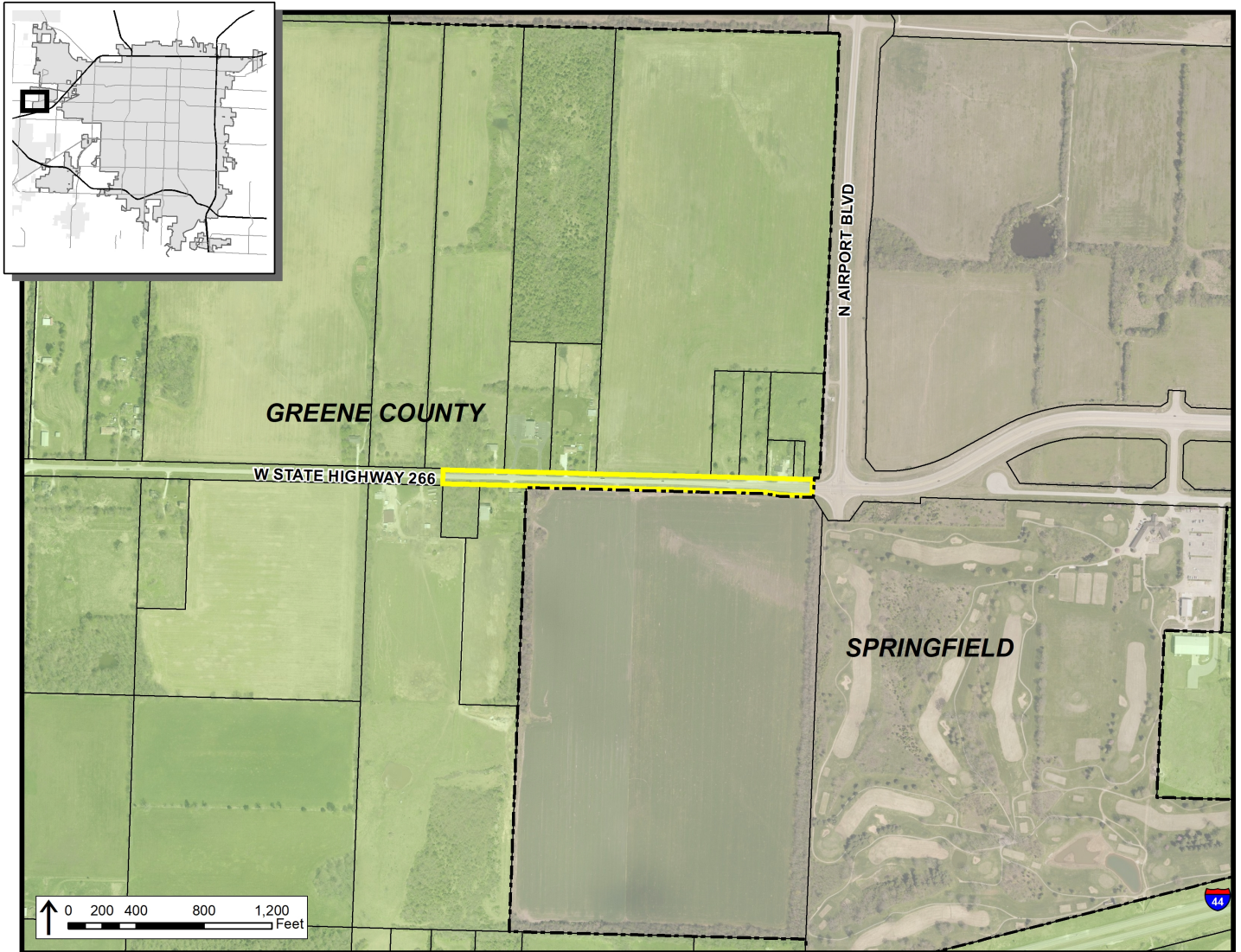
ANNEXATION DESCRIPTION

A PART OF THE EXISTING STATE ROUTE 266 RIGHT-OF-WAY IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 23 WEST, AND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 29 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 51.61 FEET TO THE EXISTING WESTERLY LINE OF THE CITY LIMITS OF SPRINGFIELD, MISSOURI, FOR THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID LINE, A DISTANCE OF 64.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 266, BEING AT A POINT 65.00 FEET RIGHT OF RELOCATED ROUTE 266 CENTERLINE STATION 607+64.89 AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2007 AT PAGE 060394-07 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 202.39 FEET TO A POINT 65.00 FEET RIGHT OF STATION 605+62.5; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, TO A POINT 50.00 FEET RIGHT OF STATION 604+75, BEING ON THE ORIGINAL SOUTH RIGHT OF WAY LINE OF STATE ROUTE 266; THENCE WEST, ALONG SAID SOUTH LINE, APPROXIMATELY 1910 FEET TO A POINT 2251.50 FEET WEST OF THE EAST LINE OF SAID SECTION 23, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN AN AFFIDAVIT RECORDED IN BOOK 2013 AT PAGE 040648-13 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH, 100 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 266; THENCE EAST, ALONG SAID NORTH LINE, TO THE POINT OF INTERSECTION WITH SAID WESTERLY CITY LIMITS LINE; THENCE SOUTH, ALONG SAID WESTERLY LINE, TO THE POINT OF BEGINNING.

Exhibit B

Annexation Initiation



Case Number: A-3-2021

Location: 5900 to 6200 blocks West State Highway 266 (Chestnut Expressway)

Current Zoning: N/A (public right-of-way)

Proposed Zoning: N/A (public right-of-way)

Exhibit C

Annexation Schedule

Annexation A-3-2021

Initiate Annexation	May 3, 2021
City Council public hearing	June 1, 2021
City Council second reading and vote	June 14, 2021

One-rdg. X
P. Hrngs.
Pgs. 3
Filed 04-27-21

Sponsored by: Schilling

COUNCIL BILL 2021- 104 RESOLUTION

A RESOLUTION

1 INITIATING amendments to the Springfield Land Development Code, Article III,
2 'Zoning Regulations,' for the purpose of addressing tree preservation.
3
4

5 WHEREAS, enhancing quality of place and beautifying the community have been
6 identified as priorities during the Forward SGF comprehensive planning process; and
7

8 WHEREAS, Planning and Development staff anticipate that the comprehensive
9 plan will be completed by late summer or early fall; and
10

11 WHEREAS, City Council desires to authorize the City Manager to prepare
12 amendments to the Springfield Land Development Code, Article III, 'Zoning
13 Regulations,' consistent with the intent and purpose of this Resolution; and
14

15 WHEREAS, City Council desires to further authorize the City Manager to prepare
16 any other amendments which may be beneficial or convenient for City Council's
17 consideration and are related to the purpose of this Resolution.
18

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

22 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
23 prepare proposed amendments to the Springfield Land Development Code, Article III,
24 'Zoning Regulations,' upon adoption of the comprehensive plan, with said amendments
25 subsequently to be considered by City Council
26

27 Section 2 – The City Manager, or his designee, is further authorized to prepare
28 any other proposed additional amendments to the Springfield Land Development Code,
29 Article III, 'Zoning Regulations,' which may be beneficial or convenient, for City
30 Council's consideration and are related to the intent and purpose of this Resolution.
31

32 Section 3 – The City Manager, or his designee, shall transmit proposed
33 amendments to the Planning and Zoning Commission for their report and
34 recommendation, as provided in Section 36-367, which if approved shall be transmitted
35 to City Council for consideration.

36
37 Section 4 – This Resolution shall be effective from and after passage.
38

39 Passed at meeting: _____
40

41 _____
42 Mayor
43

44 Attest: _____, City Clerk
45

46 Filed as Resolution _____
47

48
49 Approved as to form: Jill Burris, Assistant City Attorney
50

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

EXPLANATION TO COUNCIL BILL 2021 - 104

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To initiate amendments to the Springfield Land Development Code to address tree preservation. (Staff recommends approval.)

BACKGROUND INFORMATION:

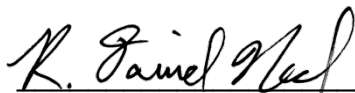
Councilman Schilling has requested that staff initiate amendments to the Zoning Ordinance addressing tree preservation. Enhancing quality of place and beautifying the community have both been identified as priorities during the Forward SGF comprehensive planning process. Staff anticipates that the comprehensive plan process will be completed by late summer or early fall. Staff recommends that preparation of the tree preservation ordinance amendments be deferred until the plan has been completed. At that time, staff will review current standards and other municipalities to establish best practices and draft amendments.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS:

Staff recommends approval.

Submitted by:



Daniel Neal, Senior Planner

Reviewed by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 12
Filed: 04-27-21

Sponsored by: Council

First Reading:

Second Reading:

COUNCIL BILL 2021- 115

GENERAL ORDINANCE

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 58, 'Health and Sanitation,' by
2 amending Article XIII, 'COVID-19 pandemic,' to revise regulations
3 related to the use of Face Coverings outdoors; and declaring an
4 emergency pursuant to City Charter Section 2.12.
5
6

7 WHEREAS, in December 2019, medical professionals detected a novel
8 coronavirus, now designated as "SARS-CoV-2," which causes a disease known as
9 "coronavirus disease 2019" abbreviated and popularly known as "COVID-19"; and
10

11 WHEREAS, on January 30, 2020, the World Health Organization Director
12 General declared an outbreak of COVID-19 as a Public Health Emergency of
13 International Concern, advising countries to prepare for containment, detection, isolation
14 and case management, contact tracing and prevention of onward spread of the disease;
15 and
16

17 WHEREAS, on March 11, 2020, the World Health Organization Director General
18 characterized COVID-19 as a pandemic; and
19

20 WHEREAS, on March 13, 2020, the President of the United States declared the
21 COVID-19 outbreak a national emergency; and
22

23 WHEREAS, COVID-19 is spread person to person through direct or close
24 proximate contact and presents an imminent threat of widespread illness and a threat to
25 public health; and
26

27 WHEREAS, on March 16, 2020, the Mayor determined there reasonably
28 appeared to exist a state of civil emergency which required a response by the City to
29 protect human life, and, therefore declared a local state of civil emergency; and
30

31 WHEREAS, due to the continuing public health crisis created by COVID-19, the
32 Mayor has renewed his declaration of civil emergency every thirty days; and
33

34 WHEREAS, on July 13, 2020, City Council adopted General Ordinance 6607 to
35 create a strong community response that could slow the rate of COVID-19 in our
36 community and protect public health and safety due to a high rate of growth of COVID-
37 19 cases in the southwest Missouri region; and
38

39 WHEREAS, General Ordinance 6607 included a sunset provision and expired on
40 October 11, 2020; and
41

42 WHEREAS, on September 18, 2020, the Springfield-Greene County Health
43 Department released a memo titled "Moving Forward on the Road to Recovery"
44 describing the continued evidence supporting face coverings locally and nationally; and
45

46 WHEREAS, while COVID-19 cases continued to grow in Springfield, evidence of
47 the success of face coverings could be seen in the relatively low percentage of cases in
48 school-aged children in Springfield Public Schools, which currently imposes a masking
49 requirement, and in Springfield's churches, which had widely implemented the City's
50 face covering requirements; and
51

52 WHEREAS, cases in the community increased in the months prior to October
53 and in September, the community saw more than 2,600 cases and 40 deaths, both of
54 which at the time were the highest for any month since the beginning of the COVID-19
55 pandemic; and
56

57 WHEREAS, on October 5, 2020, City Council adopted General Ordinance 6619
58 to continue a strong response to slow the rate of COVID-19 in our community and
59 protect public health and safety; and
60

61 WHEREAS, General Ordinance 6619 includes a sunset provision and expired on
62 January 9, 2021; and
63

64 WHEREAS, as of December 3, 2020, there had been 15,643 cases of COVID-19
65 and 216 deaths in Greene County, and Greene County's hospital capability score was
66 5.5 out of 10 and the Public Health Capability Score was 1.0 out of 10, representing our
67 community's decreasing capability to respond to additional cases; and
68

69 WHEREAS, while not one public health prevention measure was enough to
70 improve these capability scores alone, it was imperative the City continued all mitigation
71 efforts, including masking and occupancy restrictions, so that our community might have
72 some capacity to continue to respond to the pandemic; and
73

74 WHEREAS, the increase of COVID-19 cases in Christian County declined in the
75 28 days following the implementation of masking ordinances by Nixa and Ozark, and it

76 was critical that Springfield continued to contribute to a regional face covering approach
77 to help our broader community reduce the spread of COVID-19; and
78

79 WHEREAS, on December 8, 2020, City Council adopted General Ordinance
80 6628 to continue a strong response to slow the rate of COVID-19 in our community and
81 protect public health and safety; and
82

83 WHEREAS, General Ordinance 6628 includes a sunset provision and is set to
84 expire on April 9, 2021; and
85

86 WHEREAS, on March 5, 2021, the Springfield-Greene County Health
87 Department released a memo titled "Stepping out of the Road to Recovery" which
88 recommended that due to the emergence of several variants of COVID-19, continued
89 compliance with public health mitigation strategies, including physical distancing, use of
90 masks, and hand hygiene, was essential to limit the spread of the virus that causes
91 COVID-19 and protect public health; and
92

93 WHEREAS, multiple variants of the virus that causes COVID-19 are circulating
94 globally, and epidemiological studies indicate that one strain from the United Kingdom is
95 30 percent to 80 percent more effectively transmitted and results in higher
96 nasopharyngeal viral loads than the wild-type strain of SARS-CoV-2 and retrospective
97 observational studies suggest an approximately 30 percent increased risk of death
98 associated with this variant; and
99

100 WHEREAS, another variant from South Africa has quickly become the
101 predominant strain there and is also suspected of having a high potential for
102 transmission; and
103

104 WHEREAS, the "Stepping out of the Road to Recovery" describing the three key
105 indicators that would drive their recommendations to step-down the requirements in the
106 masking ordinance; and
107

108 WHEREAS, the three key indicators are the 7-day average case for a 28-day
109 period, hospitalizations due to COVID-19, and the percent of the eligible population in
110 Greene County that has been fully vaccinated; and
111

112 WHEREAS, as of April 1, 2021, the 7-day average case count for a 28-day
113 period was 20.29, hospitalizations due to COVID-19 were 30, and the percent of the
114 eligible population in Greene County that had been fully vaccinated was 16.8 percent;
115 therefore, two of the three key indicators to move to the next phase of the Road to
116 Recovery Plan have been met with the third indicator showing strong progress, and the
117 Springfield-Greene County Health Department recommends remaining in the red phase

118 until April 16, 2021, to allow moving closer to the 25 percent vaccination goal, then
119 progressing to the next phase of the Recovery Plan; and
120

121 WHEREAS, the CDC revised its guidance on face coverings on April 27, 2021,
122 allowing for the removal of masks in many outdoor settings for vaccinated individuals;
123 and
124

125 WHEREAS, both research and the local experience have found reduced
126 transmission in outdoor settings, and a recent systematic review of research found that
127 less than 10 percent of COVID-19 cases were due to outdoor transmission; and
128

129 WHEREAS, local data suggests that 3.6 percent of COVID-19 cases had
130 probable outdoor transmission; and
131

132 WHEREAS, it is the judgment of City Council that a continued strong community
133 response could slow the rate of spread of COVID-19 in our community and would
134 protect public health and safety but that the community can begin to return to additional
135 activities if certain precautions continue to be taken.
136

137 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
138 SPRINGFIELD, MISSOURI, as follows, that:
139

140 NOTE: Added language is underlined, deleted language is ~~stricken~~.
141

142 Section 1 – The Springfield City Code, Chapter 58, ‘Health and Sanitation,’ is
143 hereby amended by revising Article XIII, ‘COVID-19 pandemic,’ to read as follows:
144

145 Section 58-1100. – Definitions.
146

147 The following words, terms and phrases, when used in this Article, shall have the
148 meanings ascribed to them in this section, except where the context clearly indicates a
149 different meaning:
150

151 *Business* means any for-profit company, non-profit organization, benevolent
152 association, or educational entity, regardless of its legal organization, form, entity, tax-
153 treatment or structure.
154

155 *Face Covering* means a device that covers the nose and mouth.
156

157 *Personal care services* include, but are not limited to, barbers, hairdressers,
158 manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.
159

Public Accommodation means a Business or other facility, both public and private, both indoors and outdoors, open to and used by the public, including but not limited to retail stores including groceries, service establishments, schools except schools of higher education, other educational providers, transportation services and associated waiting areas, public and private social clubs, and sporting events.

Section 58-1101. - Centers for Disease Control ("CDC") social distancing requirements.

All Businesses are recommended to carry out to the greatest degree possible CDC recommended social distancing and cleaning guidelines in all situations, including, but not limited to, when customers are standing in line or when individuals, including employees, are using shared indoor or outdoor spaces.

Section 58-1102. - Face coverings in places of Public Accommodation.

- (a) Except as otherwise provided in this Article, all persons over the age of 11, including employees or visitors, present in those parts of any Public Accommodation open to the public must wear a Face Covering, ~~including while standing in a line to enter the place of Public Accommodation,~~ subject to the following exceptions:
- (1) Children under the age of 3;
 - (2) Children ages 3 to 11 are strongly encouraged, but not required to wear a Face Covering, while under the direct supervision of an adult;
 - (3) Persons with health conditions that prohibit wearing a Face Covering, such as persons who have trouble breathing due to an underlying condition, or who are unconscious, incapacitated, or otherwise unable to remove a Face Covering without assistance. Persons who are unable to wear a Face Covering are strongly encouraged to use options such as curbside pickup or delivery when available. Nothing in this Article shall prohibit any Business, as defined in this Article, from requiring Face Coverings for entry or from providing alternative options for service or accommodation for individuals without Face Coverings;
 - (4) Persons who are hearing impaired, or someone who is communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;
 - (5) Persons who are at a place of Public Accommodation who are consuming food or drink while maintaining a physical distance from other groups of patrons of a least six feet, but such persons must wear a Face Covering

while in waiting areas and while walking to and from seating or other parts of the premises except while outdoors;

- (6) Persons at a swimming pool;
- (7) Persons who are obtaining a service involving the face or nose for which temporary removal of the Face Covering is necessary to perform the service;
- (8) Persons playing a sport, exercising or using exercise equipment while exerting themselves;
- (9) Persons working in settings which might increase the risk of heat-related illnesses;
- (10) Persons who are outdoors unless such persons are part of a gathering of more than 500 persons who are within six feet of the same other persons for more than fifteen minutes while maintaining physical distancing of at least six feet, except as otherwise provided in this Article, and persons who are outdoors who are closer than six feet to solely members of their own household; and
- (11) Speakers and performers while addressing and performing for a group of persons, provided the speakers and performers can maintain a distance of at least six feet from any other person; and

- (b) Except as otherwise provided in this Article, all places of Public Accommodation shall require Face Coverings as described in this Article.

Section 58-1103. - Rules for certain services, businesses, and activities.

- (a) Personal care services.

- (1) All Businesses providing personal care services shall require Face Coverings as described in Section 58-1102.

- (b) Retail businesses.

- (1) All Businesses engaged in retail sales to the public shall require Face Coverings as described in Section 58-1102.

- (c) Restaurants.

- 246 (1) Counter seating shall not be allowed.
247
248 (2) Patrons must wear a Face Covering in indoor waiting areas and while
249 walking to or from indoor seating, ~~including patio seating~~, or throughout
250 the restaurant.
251
252 (3) Staff must wear a Face Covering at all times when they are working in any
253 space where food or drinks are prepared for sale to others and when they
254 are serving others.
255
256 (4) All providers of restaurant services to the public shall require Face
257 Coverings as described in this section and in Section 58-1102.
258
259 (d) Sports spectators.
260
261 (1) Spectators at indoor sporting events and practices must wear a Face
262 Covering as described in Section 58-1102.
263
264 (2) Umpires, referees, coaches and other team support personnel shall not be
265 considered a spectator for purposes of this Article, although they are
266 encouraged to wear a Face Covering.
267
268 (3) All providers of sports activities with spectators shall require Face
269 Coverings as described in this section and in Section 58-1102.
270
271 (e) Enhanced risk activities.
272
273 (1) An Enhanced Risk Activity is any business or non-business activity that
274 enhances the risk of the spread of a communicable disease by bringing
275 groups of people together to share the same space, indoors or outdoors,
276 in close physical proximity for a period of time. Examples of said activities
277 include but are not limited to:
278
279 a. Entertainment, movies, concerts and other live performances,
280 dancing, arcades, gaming, bowling, and billiards and pool;
281
282 b. Exhibitions and museums;
283
284 c. Fitness classes;
285
286 d. Religious services;
287
288 e. Conferences, and seminars;

- 289
- 290 f. Bars, nightclubs, and brewery taprooms;
- 291
- 292 (2) Notwithstanding any other provision in this Article, an Enhanced Risk
- 293 Activity is subject to the following at any one time at a particular facility if
- 294 any persons will remain within six feet of the same other persons for 15
- 295 minutes or more:
- 296
- 297 a. The maximum number of customers and/or patrons allowed in a
- 298 facility shall be limited to 500 or the result of the total square feet
- 299 of the facility divided by 30 times 50 percent, or 50 percent of the
- 300 total occupancy of fixed seating in a spectator area, whichever is
- 301 greater, and
- 302
- 303 b. The maximum number of customers allowed in any outdoor space
- 304 or area shall be limited to 500 or the result of the total square feet
- 305 of the space or area divided by 30 times 50 percent, or 50 percent
- 306 of the total occupancy of fixed seating in a spectator area,
- 307 whichever is greater.
- 308
- 309 c. Social distancing as set out in Section 58-1101 is recommended.
- 310
- 311 (3) No counter seating shall be used during any Enhanced Risk Activity.
- 312
- 313 (4) All providers of an Enhanced Risk Activity shall require Face Coverings
- 314 as set out in Section 58-1102. Staff must wear a Face Covering at all
- 315 times when they are working in any space where food or drinks are
- 316 prepared for sale to others and when they are serving others.
- 317 Notwithstanding any other provision in this Article, participants in a
- 318 baptism ceremony shall not be required to wear a Face Covering during
- 319 a baptism ceremony or while photographs of the baptism are taken.
- 320
- 321 (f) Weddings.
- 322
- 323 (1) All providers of weddings shall require Face Coverings as set out in
- 324 Section 58-1102. Notwithstanding any other provision in this Article, the
- 325 wedding party shall not be required to wear a Face Covering during a
- 326 wedding ceremony or while photographs of the wedding and reception are
- 327 taken.
- 328
- 329 (g) Funerals.
- 330
- 331 (1) All providers of funerals, visitations, or wakes shall require Face

Coverings as set out in Section 58-1102.

(h) Childcare programs and day camps.

- (1) All providers of childcare programs and day camps shall require Face Coverings as set out in Section 58-1102.

(i) Special events.

- (1) A permit for a Special Event required pursuant to City Code Section 2-503 for a Special Event using City-owned property, public right of way, public streets, public buildings or other city facilities shall not be issued if any persons will remain within six feet of the same other persons for 15 minutes or more unless:

a. The maximum number of participants is limited to 500 or the result of the total square feet of the space or area in which the Special Event is held divided by 30 times 50 percent, whichever is greater; and

b. Social distancing as set out in Section 58-1101 is recommended.

- (2) All providers of a Special Event shall require Face Coverings as set out in Section 58-1102.

Section 58-1104. - Penalties.

- (a) A person who fails to wear a Face Covering when wearing a Face Covering is required by the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding \$100.00.

- (b) A person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article and who fails to comply or to require compliance with the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding \$100.00.

No person shall be in violation of this subsection if such person or the place the person owns, manages, operates or otherwise controls requires compliance with the provisions of this Article to wear a Face Covering and a patron or customer refuses to wear a Face Covering.

- (c) A person who owns, manages, operates, or otherwise controls a place which violates provisions of this Article aside from Face Covering requirements shall be

guilty of a violation of a municipal ordinance and shall be punished as provided in Springfield City Code Section 1-7.

- (d) In addition to the fines established by this section, violation of this Article by a person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- (e) Violation of this Article is hereby declared to be a public nuisance, which may be abated by the city manager by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.
- (f) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

Section 4 – City Council hereby finds and declares that an emergency exists in that this adoption of this Ordinance is required to fight against the COVID-19 pandemic, and therefore this Ordinance relates to the preservation of public health and safety pursuant to section 2.12 of the City Charter and may be passed in one reading. This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

418

419 Filed as Ordinance: _____

420

421

422 Approved as to form: Rhonda Lewsader, City Attorney

423

424

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

EXPLANATION TO COUNCIL BILL 2021- 115

FILED: 04-27-21

ORIGINATING DEPARTMENT: Health Department

PURPOSE: To amend the Springfield City Code, Chapter 58, 'Health and Sanitation,' by amending Article XIII, 'COVID-19 pandemic,' to allow for the removal of the face covering requirement in some outdoor settings.

REMARKS: On April 27, 2021, the Centers for Disease Control issued guidance allowing individuals to remove their masks in certain outdoor settings. These recommendations are due to a general lower risk of transmission when outdoors and largely pertain to vaccinated individuals.

Local experience supports this experience, with only 3.6 percent of cases of COVID-19 having a probable association with an outdoor transmission. This, coupled with a growing percent of fully vaccinated individuals in the community, 31.7 percent as of April 28, 2021, creates a safer outdoor environment.

The recommended amendments include the removal of the masking requirement in most outdoor settings. The requirement will remain for gatherings of 500 or more that have people in close proximity (within 6 feet) for an extended period (greater than 15 minutes), similar to the remaining occupancy requirements. It does not alter the masking requirement for indoor settings.

In addition, the department also recommends that individuals who are not fully vaccinated continue to mask in outdoor settings when around others. This amendment allows for the community to take another step on the road to recovery while the community continues to seek vaccination.

Submitted by:



Katie Towns
Interim Director of Health

Approved by:



Jason Gage
City Manager

do all things necessary to carry out the intent of the grant, including execution of the program services contract.

Section 2 – City Council hereby amends the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 66, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B.”

Section 3 – 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 4 – City Council hereby directs the City Manager 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 these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grant.

Section 5 – City Council hereby finds and declares this Ordinance relates to grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-105

FILED 04-27-21

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept additional Coronavirus Aid, Relief, and Economic Security Act grant funds through the Missouri Department of Health and Senior Services in the amount of \$55,000 for use by the Springfield-Greene County Health Department to continue expanded Epidemiology and Laboratory Capacity; amending the Fiscal Year 2020-2021 budget in the amount of \$55,000 for the purpose of appropriating the additional grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The increased funding from Missouri Department of Health and Senior Services ("DHSS") will be used to continue Springfield-Greene County Health Department ("SGCHD") efforts with COVID-19 case investigations, contact tracing, case reporting activities, and laboratory testing. The original grant amount was for \$71,150 and was approved November 30, 2020, by Special Ordinance 27429.

This budget adjustment accepts the increase in funds and amends the budget of the SGCHD in the amount of \$55,000 in Fiscal Year 2020-2021.

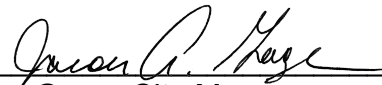
As this Ordinance relates to a state grant contract, it is requested to be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted and Recommended by:

Approved by:



Katie Towns, Acting Director of Health



Jason Gage, City Manager



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

Exhibit A

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49213	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES	
Contract Start: 8/1/2020	Contract End: 3/31/2022	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH210049213		Amend #: 01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #01 TO CONTRACT DH210049213

CONTRACT TITLE: Epidemiology and Laboratory Capacity (ELC) Cares

CONTRACT PERIOD: August 1, 2020 through March 31, 2022

The Department of Health and Senior Services hereby increases the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed \$126,150 for the period of August 1, 2020 through March 31, 2022.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.1 in its entirety and replace with revised paragraph 2.1 as follows:
- 2.1 To provide funding to assist with local efforts regarding COVID-19 response and coordination that includes: case investigation, contact tracing, vaccine administration including supplies and documentation, testing administration and results reporting as applicable, and public health education/information to assist in mitigation efforts.

2. Delete Section 3.1 in its entirety and replace with revised paragraph 3.1 as follows:
- 3.1 The Contractor shall use funds to employ staff(s) to assist in COVID-19 response and coordination efforts that includes: case investigation, contact tracing, vaccine administration including supplies and documentation, testing administration and results reporting as applicable, and to provide health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

3. Delete Section 5.1.1 in its entirety and replace with revised paragraph 5.1.1 as follows:

5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the invoice.

4. Add Section 16 in its entirety.

16. SUBCONTRACTING

- 16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney

fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

5. Add Section 17 in its entirety as follows:

17. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

17.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or

with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

- 17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
 - 17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
 - 17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 3 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.
6. Delete Exhibit 1 in its entirety and replace with revised Exhibit 1, which is attached hereto and incorporated by reference as if fully set forth herein.
 7. Add Exhibit 3 in its entirety.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

BUDGET PAGE			
Completed By:		Date Completed:	
Contact Email:		Contact Phone Number:	
Epidemiology and Laboratory Capacity (ELC) Cares Contract Budget			
Section A			
Total Allowed Contract Amount (see comment)	126,150.00		
Operational Expenses:			
Personnel Services	0.00		
Fringe Benefits	0.00		
Travel	0.00		
Supplies	0.00		
Other	0.00		
Equipment (see comment below in Section B)	0.00		
Rental/Lease Costs (see comment below in Section B)	0.00		
Contractual	0.00		
Total Direct Costs			
Indirect (Administrative Cost)	0.00		
Contract Total	0.00		
Surplus/Deficit	126,150.00		
		Unallowed Cost for Indirect Computation	
Section B			
Total Budgeted Costs	126,150.00		
Total Budgeted Equipment Costs	0.00	0.00	
Equipment is defined as Tangible personal property (including information technology systems) having a useful life of			
Total Budgeted Rental/Lease Costs	0.00	0.00	
Subcontractor Budgets			
Subcontract #1	0.00	0.00	
Subcontract #2	0.00	0.00	
Subcontract #3	0.00	0.00	
Subcontract #4	0.00	0.00	
Subcontract #5	0.00	0.00	
Total Contractual	0.00		
Section C			
10% MTDC Indirect (Administrative) Cost			
Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs,			
Allowed Cost for the Calculation of Indirect (Administrative) Costs <i>(Total excludes all items noted in</i>			
Allowed Rate		10%	
Maximum Allowed Indirect (Administrative Costs) for Contract		0.00	

BUDGET PAGE	EXHIBIT 1
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The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact

Budget Narrative/Justification

Personnel Services

Fringe Benefits

Travel

Equipment

Rental/Lease

Supplies

Other

Contractual

EXHIBIT 3
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company 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.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees.</u> |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u> |

EXHIBIT 3, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged 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 as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not 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 as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 49213	State: 0% \$0.00	Federal: 100% \$126,500.00
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Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES**Contract Start:** 8/1/2020 **Contract End:** 3/31/2022 **Amend#:** 01 **Contract #:** DH210049213**Vendor Name:** SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT**CFDA:** 93.323 **Research and Development:** N**CFDA Name:** EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION**Federal Award:** 6NU50CK000546-01**Federal Award Name:** CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES**Federal Award Year:** 2020 **DHSS #:** CK000546-01B **Federal Obligation:** \$126,150.00

* The Department will provide this information when it becomes available.

Project Description:

Epidemiology and Laboratory Capacity (ELC) Cares Contract: Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide public health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
066

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	406010	102935		\$ 55,000	Epidemiology & Laboratory Capacity Cares (ELC) Grant - Additional funding
Net Revenue Adjustment						\$ 55,000	

Expenditures:

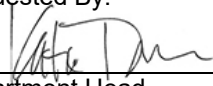
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	500110	102935		\$ 55,000	Epidemiology Services
Net Expenditure Adjustment						\$ 55,000	

Fund Balance Appropriation:

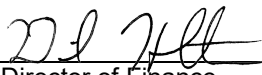
Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating additional Coronavirus Aid, Relief, and Economic Security Act grant funds from the Missouri Department of Health and Senior Services for expanded epidemiology and laboratory capacity.

Requested By:


Department Head 4/28/21
Date

Approved By:


Director of Finance 4/28/21
Date

Authorization:

Council Bill No. 2021-105
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. X
Pgs. 11
Filed: 04-27-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 106

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the street name of the 4500 block of South Main Avenue to West El Camino Alto Drive. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a change of street name; 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 A," 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 B;" 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 Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, is hereby amended by changing the name of the 4500 block of South Main Avenue as set forth herein:

PRESENT NAME	LOCATION	NEW NAME
South Main Avenue	4500 Block of South Main Avenue	West El Camino Alto Drive

Section 2 – The City Clerk is hereby directed to make the modifications to the

34 Official Map of the City of Springfield as adopted by General Ordinance 1478, as
35 amended, as shown above.

36
37 Section 3 – This Ordinance shall be in full force and effect from and after
38 passage.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47
48 Filed as Ordinance: _____

49
50
51 Approved as to form: Jill Burris, Assistant City Attorney

52
53
54 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 106

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Official Map of Springfield, adopted pursuant to General Ordinance 1478 by changing the street name of the 4500 block of South Main Avenue to West El Camino Alto Drive. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

STREET NAME CHANGE NO. 78

This is a request to rename the 4500 block of South Main Avenue to West El Camino Alto Drive.

This segment was dedicated in the Final Plat of James River Commons and was intended to be the name for any future extension of the street; however, when the street was extended to the south, The Final Plat of The Ridge at Ward Branch named the street West El Camino Alto Drive.

REMARKS:

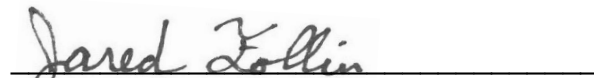
The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended approval, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This request to re-name Main Avenue to El Camino Alto Drive will provide for an efficient addressing system to reduce confusion and improve emergency responses.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Exhibit A

**RECORD OF PROCEEDINGS
STREET NAME CHANGE 78
Planning and Zoning Commission – April 8, 2021**

Street Name Change 78
4500 blk South Main Avenue
Applicant: City of Springfield

Mr. Hosmer states that this is a request to rename the 4500 block of South Main Avenue to West El Camino Alto Drive. This request to re-name Main Avenue to El Camino Alto Drive. This will provide for an efficient addressing system to reduce confusion and improve emergency responses. The Main Avenue segment was named and dedicated on the Final Plat of James River Commons. The Final Plat to the south (The Ridge at Ward Branch) named the street to West El Camino Alto Drive. The property was posted, notices were advertised in the and letters were mailed to all affected property owners. If approved staff will notify property owners, E911 and Post Office of the changes. Staff recommends approval.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** item Street Name Change 78 (4500 blk South Main Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

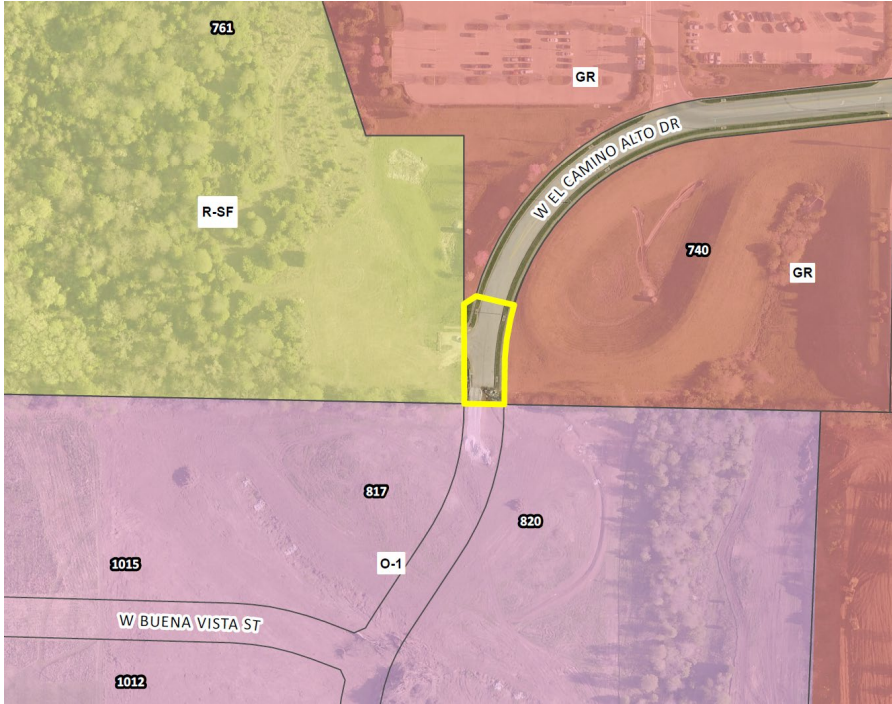


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

APRIL 8, 2021

CITY COUNCIL PUBLIC HEARING:

MAY 3, 2021



CASE NUMBER:

Street Name Change No. 78

LOCATION:

4500 Block of South Main Avenue

APPLICANT:

City of Springfield

STAFF:

Jared Follin, 417-864-1612

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to rename the 4500 block of South Main Avenue to West El Camino Alto Drive.

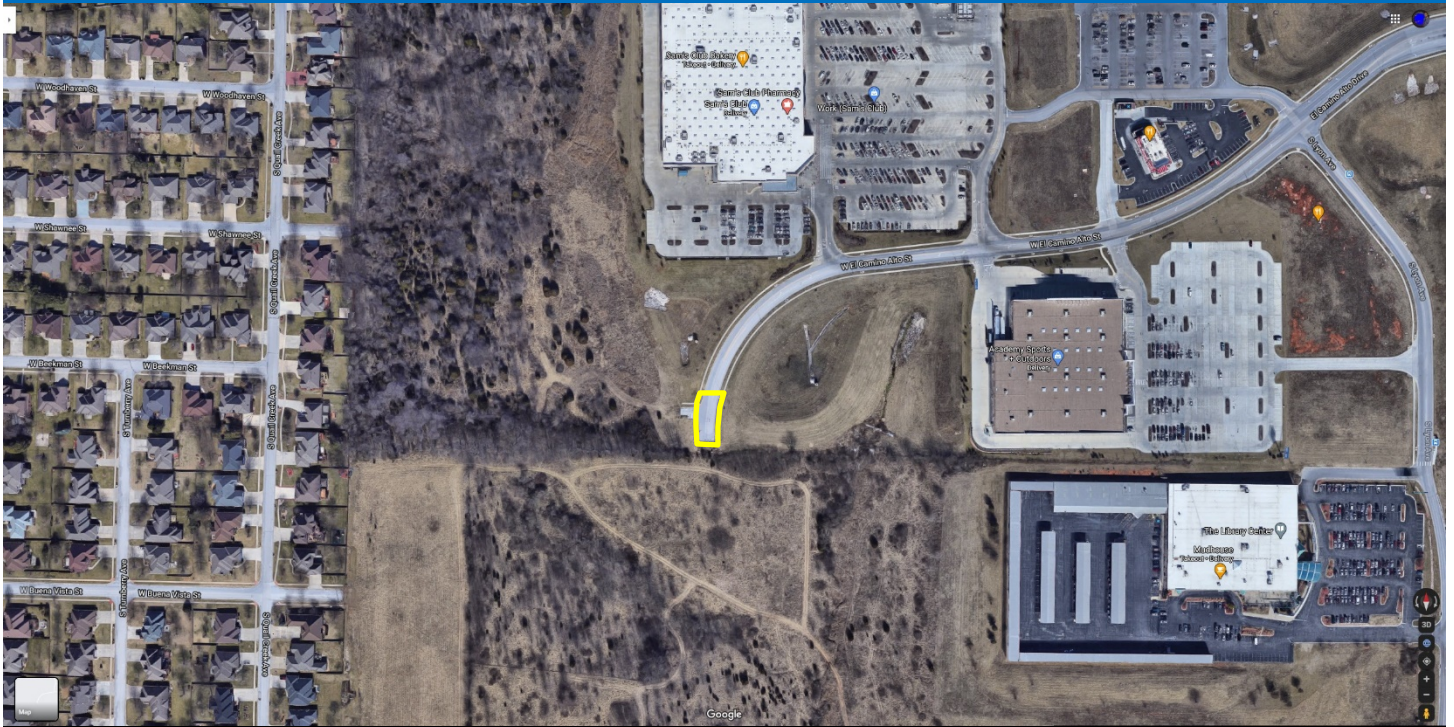
FINDINGS FOR STAFF RECOMMENDATION:

1. This request to re-name Main Avenue to El Camino Alto Drive will provide for an efficient addressing system to reduce confusion and improve emergency responses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	O-1	GR	R-SF
LAND USE	Commercial	Vacant/Undeveloped	Commercial	Vacant/Undeveloped

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



**CITY OF
Springfield**

Development Review Staff Report

PROPERTY HISTORY:

The subject street and right-of-way for South Main Avenue was platted as part of the James River Commons plat in 2008.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-10. – Procedure for changing names of streets.

Before the name of any public street is changed, there shall be public notice of such proposed change and public hearings shall be held in accordance with the following procedures:

- (1) All such changes shall first be considered by the planning and zoning commission at a public hearing.
- (2) Prior to the public hearing before the planning and zoning commission, notices of such hearing shall be posted in the area where the name change is to take place, which notice shall set out the time, date and location of the public hearing, giving at least ten days' notice of the hearing. Such notices shall be conspicuously displayed by posting the notice on the city right-of-way.
- (3) The planning and zoning commission of the city shall hold its public hearing on the name change and shall submit its recommendation to the city council.
- (4) Thereafter, the city council shall hold a public hearing on the proposed name change, giving at least five days' notice of the public hearing in accordance with the provisions set forth in this section. After holding the public hearing, the city council may, in its discretion, change the name and shall give notice of such change to the post office and other appropriate public officials.

STAFF COMMENTS:

1. This request to re-name South Main Avenue located in the 4500 block of South Main Avenue to West El Camino Alto Drive will provide for an efficient addressing system to reduce confusion and improve emergency responses.
2. The Main Avenue segment was named and dedicated on the Final Plat of James River Commons and was intended to be for future extensions of the street southward, however, when the street was extended to the south, The Final Plat of The Ridge at Ward Branch named the street to West El Camino Alto Drive.
3. If recommended for approval by the Planning and Zoning Commission, the recommendation will be forwarded to the City Council for final approval.
4. The proposed renaming was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

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 adjacent to the proposed street name change.

Notices sent to property owners adjacent to the proposed street name change:	Mailed: 3	Returned: 0
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Development Review Staff Report

DEPARTMENT COMMENTS:

ATTACHMENT 1

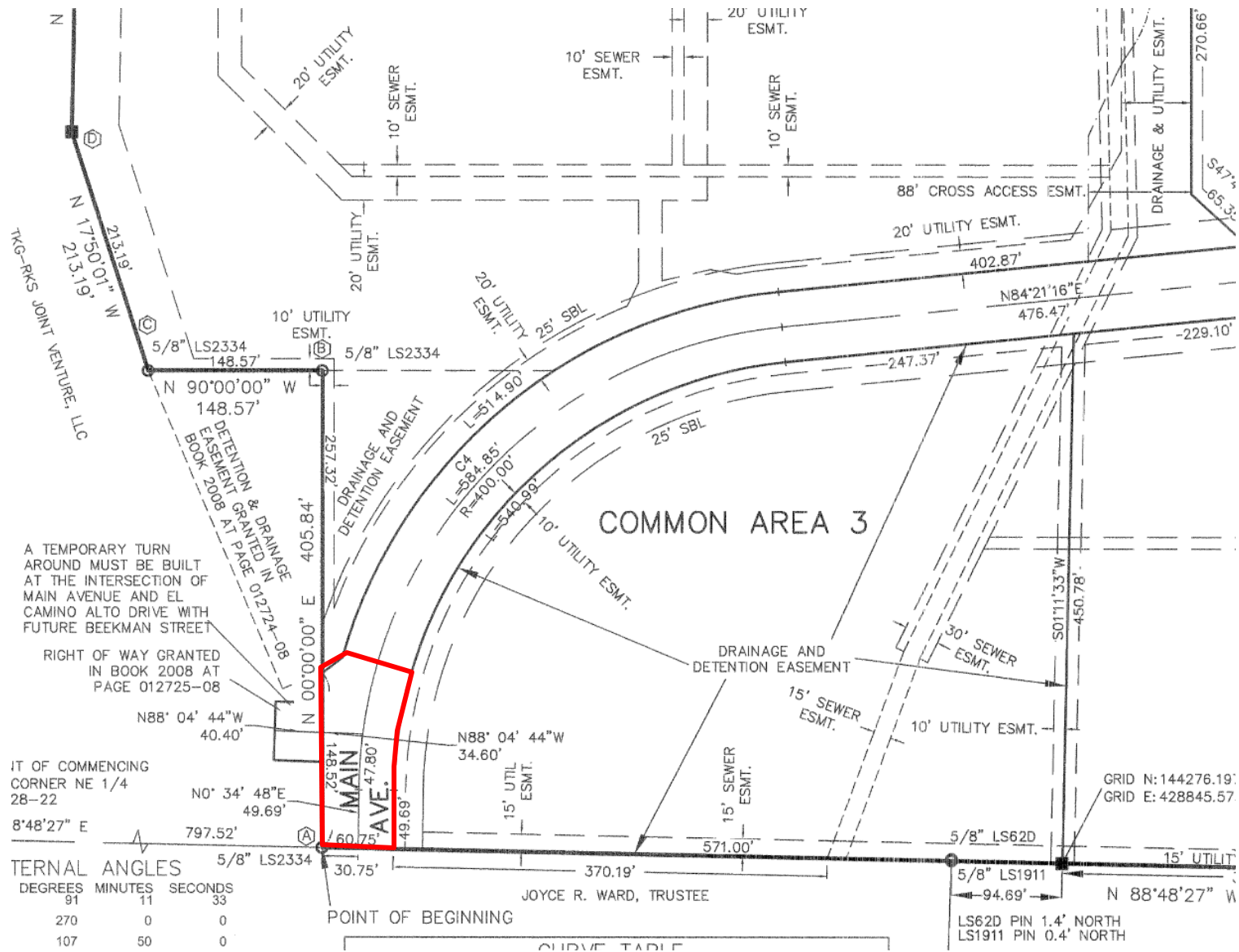
911 EMERGENCY COMMUNICATIONS:

Approved

PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Approved

James River Commons Plat



One-rdg. _____
P. Hrngs. X
Pgs. 10
Filed: 04-27-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 107

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Official Map of the City of Springfield, Missouri, adopted pursuant to
2 General Ordinance 1478, by changing the name of the 300 Block of East
3 Weaver Road and the 500-600 Block of West Weaver Road to Old
4 Weaver Road. (Staff and Planning and Zoning Commission both
5 recommend approval.)
6 _____
7

8 WHEREAS, an application has been filed for a change of street name; and
9

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

15 WHEREAS, the City has reviewed the applicant's request and prepared a staff
16 report concerning the application which is attached hereto and incorporated herein by
17 this reference as "Exhibit B;" and
18

19 WHEREAS, proper notice was given of a public hearing before City Council, and
20 said hearing was held in accordance with law.
21

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

25 Section 1 – The Official Map of the City of Springfield, Missouri, adopted
26 pursuant to General Ordinance 1478, is hereby amended by changing the names of
27 East Weaver Road and West Weaver Road as set forth herein:
28

PRESENT NAME	LOCATION	NEW NAME
East Weaver Road	300-400 Block of East Weaver Road	300-400 Old Weaver Road

29
30
31
32
33

West Weaver Road 500-600 Block of West 500-600 Old Weaver Road
Weaver Road

Section 2 – The City Clerk is hereby directed to make the modifications to the Official Map of the City of Springfield as adopted by General Ordinance 1478, as amended, as shown above.

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

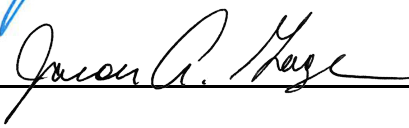
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 -107

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Official Map of Springfield, adopted pursuant to General Ordinance 1478 by changing the street name of the 300 Block of East Weaver Road and the 500-600 Block of West Weaver Road to Old Weaver Road. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

STREET NAME CHANGE NO. 79

This is a request to re-name the old alignment of Weaver Road located at the 300 Block of East Weaver Road and the 500-600 block of West Weaver Road to Old Weaver Road in order to reduce confusion and assist with emergency response in the future.

In 2012, Weaver Road was re-routed to the north due to safety concerns with the intersection with Campbell Avenue. The old alignment has remained to give access to existing properties, but it was never renamed.

This street name change does not cover the portion of Weaver Road outside Springfield City limits.

REMARKS:

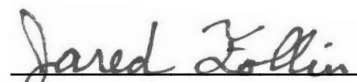
The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended approval, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

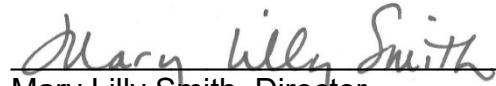
1. This request to re-name the old alignment of Weaver Road to Older Weaver Road will provide for an efficient addressing system to reduce confusion and improve emergency responses.

Submitted by:



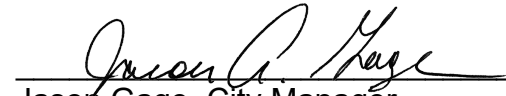
Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Exhibit A

**RECORD OF PROCEEDINGS
STREET NAME CHANGE 79
Planning and Zoning Commission – April 8, 2021**

Street Name Change 79
500 blk East Weaver Road
Applicant: City of Springfield

Mr. Hosmer states that this is a request to rename the 300 Block of East Weaver Road & the 500-600 Block of West Weaver Road to Old Weaver Road within Springfield City limits. In 2012, Weaver Road was re-routed to the north due to safety concerns with the intersection with Campbell Avenue. The old alignment has remained to allow access to the existing properties, but it was never renamed. This request to re-name Weaver Road to Old Weaver Road within Springfield City limits to improve emergency responses. Staff has coordinated with Greene County about changing the eastern segment within the county. The property was posted, notices were advertised, and letters were mailed to all affected property owners. If approved, staff will notify property owners, E911 and Post Office of the changes. Staff recommends approval.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Bruce motioned to **approve** item Street Name Change 79 (500 blk East Weaver Road). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

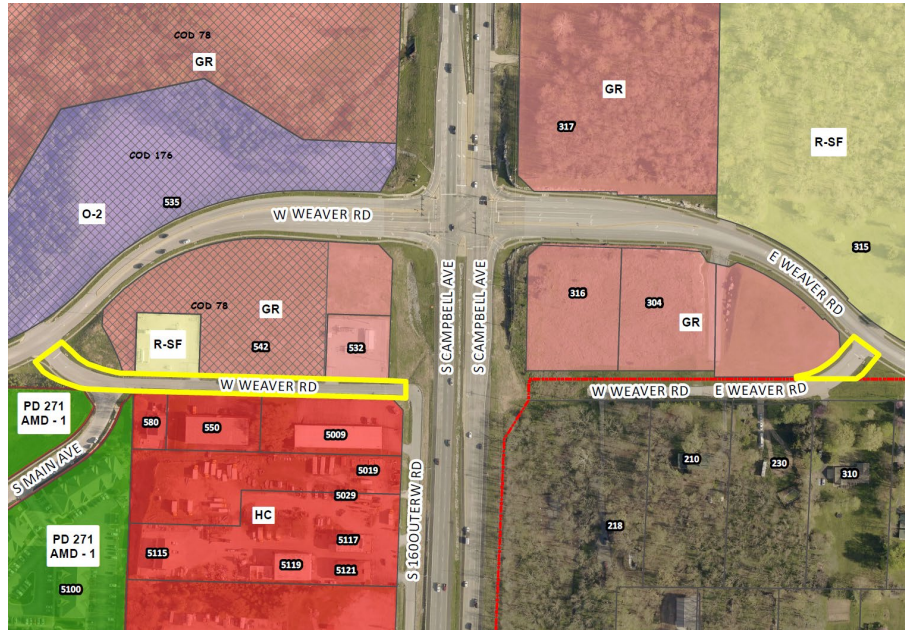


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

APRIL 8, 2021

CITY COUNCIL PUBLIC HEARING:

MAY 3, 2021



CASE NUMBER:

Street Name Change No. 79

LOCATION:

300 Block of East Weaver Road & 500-600 Block of West Weaver Road (Old Alignment of Weaver/Campbell intersection)

APPLICANT:

City of Springfield

STAFF:

Jared Follin, 417-864-1612

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to re-name East Weaver Road in the 300 block of East Weaver Road and in the 500-600 Block of West Weaver Road to Old Weaver Road within Springfield City limits.

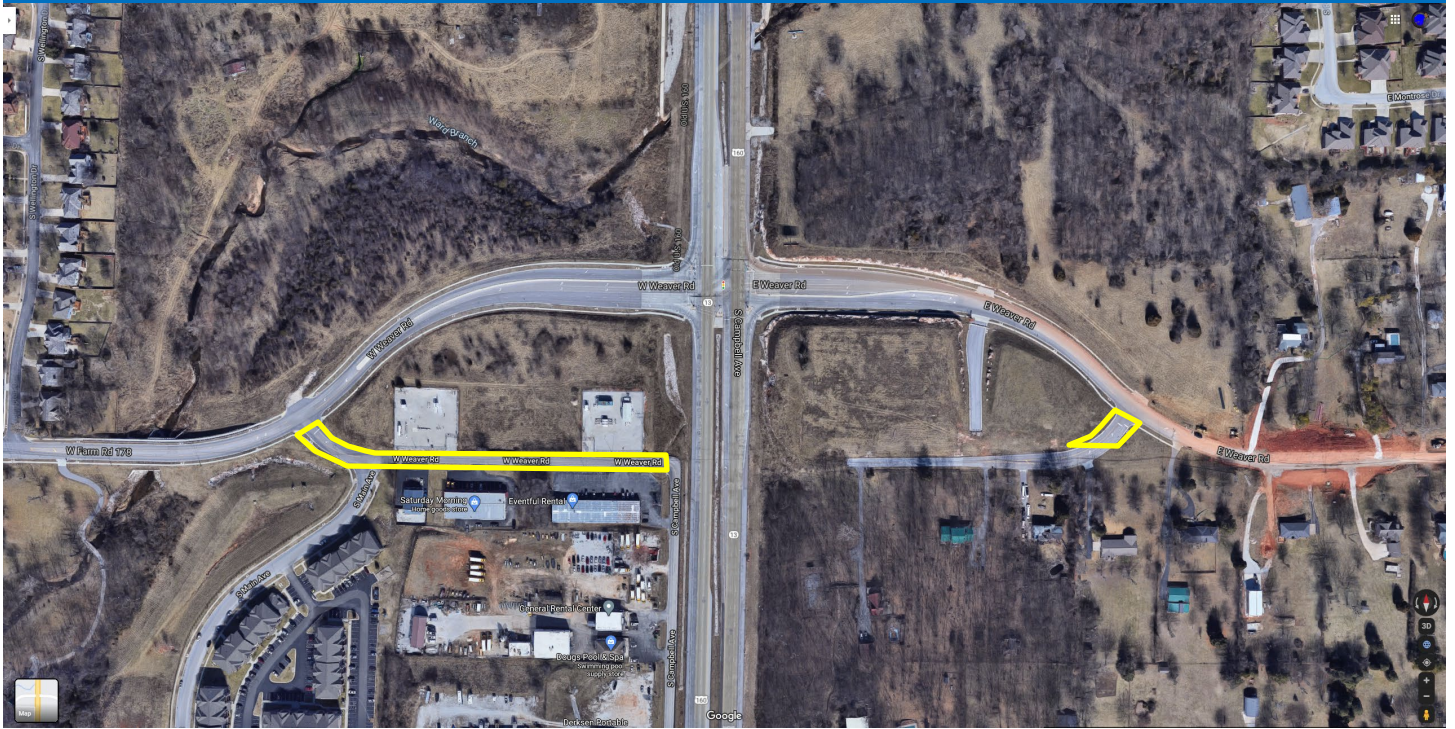
FINDINGS FOR STAFF RECOMMENDATION:

1. The request to re-name the old alignment of Weaver Road to Old Weaver Road will provide for an efficient addressing system to reduce confusion and improve emergency responses.

SURROUNDING ZONING AND LAND USES:

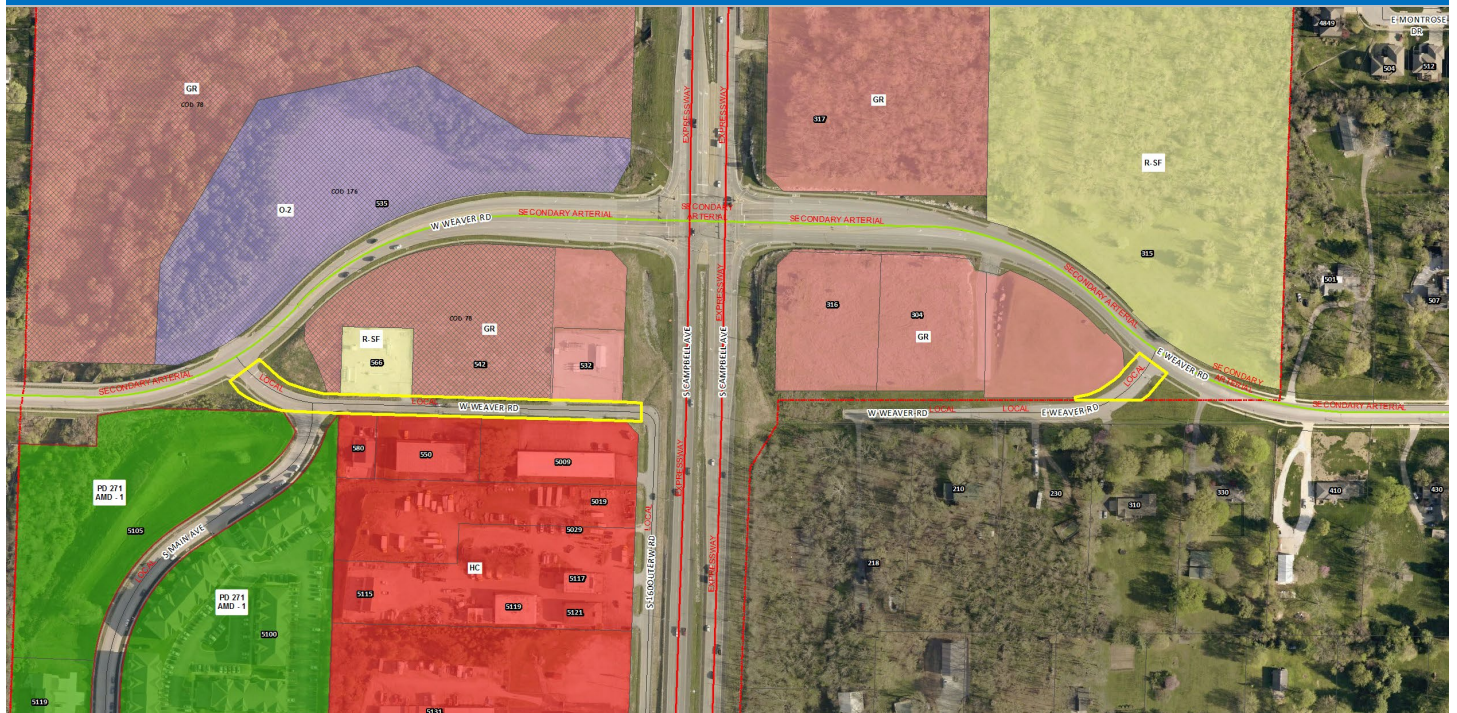
	NORTH	SOUTH	EAST	WEST
ZONING	GR/R-SF	HC/PD 271/County R-1	R-SF/County R-1	GR/O-2
LAND USE	Auto Service Garage/Natural Gas Storage	Commercial/Office/Multi-Family	Single-Family Residential	Vacant/Undeveloped

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



Development Review Staff Report

MAJOR THOROUGHFARE PLAN



Development Review Staff Report



PROPERTY HISTORY:

The subject street and right-of-way for the old alignment of Weaver Road was annexed into the City partly in 1998 & 2003.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-10. – Procedure for changing names of streets.

Before the name of any public street is changed, there shall be public notice of such proposed change and public hearings shall be held in accordance with the following procedures:

- (1) All such changes shall first be considered by the planning and zoning commission at a public hearing.
- (2) Prior to the public hearing before the planning and zoning commission, notices of such hearing shall be posted in the area where the name change is to take place, which notice shall set out the time, date and location of the public hearing, giving at least ten days' notice of the hearing. Such notices shall be conspicuously displayed by posting the notice on the city right-of-way.
- (3) The planning and zoning commission of the city shall hold its public hearing on the name change and shall submit its recommendation to the city council.
- (4) Thereafter, the city council shall hold a public hearing on the proposed name change, giving at least five days' notice of the public hearing in accordance with the provisions set forth in this section. After holding the public hearing, the city council may, in its discretion, change the name and shall give notice of such change to the post office and other appropriate public officials.

STAFF COMMENTS:

1. This request is to re-name the old alignment of Weaver Road located in the 300 Block of East Weaver Road and the 500-600 block of Weaver Road to Old Weaver Road in order to reduce confusion and assist with emergency response in the future.
2. In 2012, Weaver Road was re-routed to the north due to safety concerns with the intersection with Campbell Avenue. The old alignment has remained to allow access to the existing properties, but it was never renamed.
3. This street name change does not cover the portion of Weaver Road outside the City Limits of Springfield.
4. If the Planning and Zoning Commission recommends approval it will be forwarded to on the City Council for final approval.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

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 adjacent to the proposed street name change.

Notices sent to property owners adjacent to the proposed street name change:	Mailed: 10	Returned: 0
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Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

911 EMERGENCY COMMUNICATIONS:

Approved

PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Approved

GREENE COUNTY HIGHWAY DEPARTMENT:

The Greene County Highway Department supports the name change of the old alignment of Weaver Rd. in the vicinity of the new Weaver Rd. intersection with Campbell Ave. to Old Weaver Rd.

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 04-27-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 108

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 0.18 acres of
3 property generally located at 1727 North Washington Avenue from R-MD,
4 Medium-density Multi-family Residential District with Urban Conservation
5 District No. 3, to CC, Center City District with Urban Conservation District
6 No. 3; establishing Conditional Overlay District No. 197; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning Commission
8 both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at located at 1727 North Washington Avenue from R-MD, Medium-
13 density Multi-family Residential District with Urban Conservation District No. 3, to CC,
14 Center City District with Urban Conservation District No. 3 with Conditional Overlay
15 District No. 197; and
16

17 WHEREAS, Conditional Overlay District No. 197 shall modify the requirements
18 of the Springfield Land Development Code Section 36-424, CC, Center City District, by
19 requiring that the property described in "Exhibit B" comply with the requirements
20 described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, a public hearing was held before the
23 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
24 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
25 and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application which is attached hereto and incorporated herein by
29 this reference as "Exhibit D;" and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from R-MD, Medium-density
39 Multi-family Residential District with Urban Conservation District No. 3, to CC, Center
40 City District with Urban Conservation District No. 3, with Conditional Overlay District No.
41 197. Springfield Land Development Code, Section 36-306, 'Official zoning map and
42 rules for interpretation,' is hereby amended, changed and modified consistent with this
43 Ordinance.

44
45 Section 2 – City Council hereby establishes Conditional Overlay District No. 197
46 which shall contain the requirements and standards provided on "Exhibit A," which is
47 attached hereto and incorporated herein by this reference as though set forth herein.
48 The requirements of Conditional Overlay District No. 197 shall modify the requirements
49 of the Springfield Land Development Code Section 36-424, CC, Center City, by
50 requiring the property described on "Exhibit B" comply with the requirements contained
51 in "Exhibit A."

52
53 Section 3 – City Council hereby directs the City Manager, or designee, to update
54 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
55 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
56 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
57 rules of interpretation.'

58
59 Section 4 – The Official Zoning Map herein adopted shall be maintained and
60 archived in the same digital form in which this Council has approved its adoption.

61
62 Section 5 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance:

73
74
75 Approved as to form Jill Burris Assistant City Attorney

76
77
78 Approved for Council action: Jason A. Hage City Manager

EXPLANATION TO COUNCIL BILL 2021 - 108

FILED: 04-27-21

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 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3 to CC, Center City District with Urban Conservation District No. 3 and establishing Conditional Overlay District No. 197. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-7-2021/ CONDITIONAL OVERLAY DISTRICT NO. 197

The applicant is requesting to rezone approximately 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3 to CC, Center City District with Urban Conservation District No. 3 and establishing Conditional Overlay District No. 197. The applicant intends to develop the lot with commercial off-street parking that supports tenant parking for the mixed-use commercial development that is planned at 530, 536 and 540 East Commercial Street, adjacent to the subject property.

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors.

The subject property is within the *Mid-Town Neighborhood Plan* (adopted in March 2001) and the Mid-Town Urban Conservation District ("UCD") Overlay that was approved in September 2002. The property is along the northern edge of the *Neighborhood Plan* and UCD Overlay area. The *Plan* does not address the subject property specifically but has an overall goal to, "*Protect and improve the Mid-Town Neighborhood by enhancing the historic single-family character of the neighborhood while being sensitive to the needs of the Commercial investment, employment opportunities, and housing for a diverse population.*"

The development requirements in the proposed CC, Center City District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. Although the applicant intends to develop a commercial off-street parking lot, the proposed Conditional Overlay District will limit any future development of the property with a maximum structure height of three stories.

This matches the COM-1 district that exists along Commercial Street and is meant to protect the historic resources and buildings in the area.

The CC zoning is consistent with adjacent property to the west and the commercial zoning and uses along Commercial Street.

REMARKS:

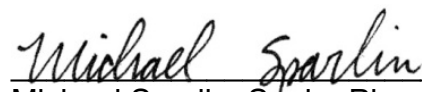
The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended to approve, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing.
2. The development requirements in the proposed CC, Center City District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. Although the applicant intends to develop a commercial off-street parking lot, the proposed Conditional Overlay District will limit any future development of the property with a maximum structure height of three stories. This matches the COM-1 district that exists along Commercial Street and is meant to protect the historic resources and buildings in the area.
3. The CC zoning is consistent with adjacent property to the west and the commercial zoning and uses along Commercial Street.
4. 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.

Submitted by:


Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood meeting summary

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-7-2021 & CONDITIONAL OVERLAY DISTRICT NO. 197

The requirements of *Section 36-424* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The maximum structure height shall be limited to three (3) stories.
2. A bufferyard along the south property line adjacent to R-MD zoned property shall be required with a ten (10)foot width, plantings of one (1) understory tree, two (2) evergreen trees and ten (10) shrubs per 100 linear feet and a six-foot solid wood fence, masonry/brick wall or evergreen hedge.

Exhibit B

LEGAL DESCRIPTION

ZONING CASE Z-7-2021 & CONDITIONAL OVERLAY DISTRICT NO. 197

ALL OF LOTS THIRTY-TWO (32), THIRTY-THREE (33), AND THIRTY-FOUR (34), IN BLOCK TWENTY-SEVEN (27), OF NORTH SPRINGFIELD SUBDIVISION, A SUBDIVISION RECORDED IN THE GREENE COUNTY RECORDERS OFFICE IN PLAT BOOK B ON PAGE 61 AND 62, LYING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, STATE OF MISSOURI; CONTAINING 0.18 ACRES SUBJECT TO EASEMENTS AND RIGHTS OF WAY.

Exhibit C

RECORD OF PROCEEDINGS ZONING CASE Z-7-2021 & CONDITIONAL OVERLAY DISTRICT NO. 197 Planning and Zoning Commission – April 8, 2021

Z-7-2021 w/COD #197

1727 North Washington Avenue

Applicant: 540 Commercial Properties, LLC

Mr. Hosmer stated that this is a request to rezone approximately 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3 to CC, Center City with Urban Conservation District No. 3 and establishing Conditional Overlay District No. 197. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, Housing. The Comprehensive Plan and the Mid-Town Plan both support the CC district zoning. The Transportation Plan classifies Washington Avenue as a Collector roadway and Blaine as a local roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The applicant intends to develop a commercial off-street parking lot at this location. The Conditional Overlay District will limit any future development of the property with a maximum structure height of three stories to match the COM-1 district and require a bufferyard adjacent to R-MD property. The Mid-Town UCD-3 Area E will remain. Staff recommends approval.

Mr. Bill Knuckles wanted to know about the 5' and 10' bufferyard requirements.

Mr. Hosmer stated that it is the option of the developer if the wanted to increase the bufferyard.

Mr. Doennig opened the public hearing.

Mr. Eric Albers, representative, intending to rezone with Center City rezoning for a private on-site parking and developing a larger bufferyard to the south and be dedicated for the tenants. There was a neighborhood meeting and no concerns were presented.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to approve item Z-7-2021 w/COD #197 (1727 North Washington Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.



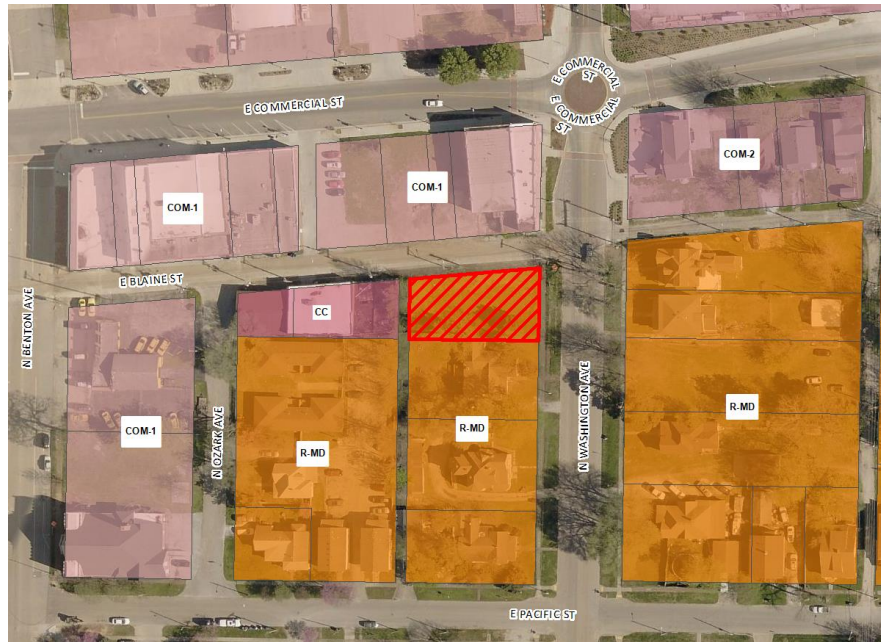
Bob Hosmer, AICP
Planning Manager

Exhibit D



Development Review Staff Report

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



APRIL 8, 2021

May 3, 2021

CASE: Z-7-2021 w/COD #197

ACRES: Approximately 0.18 acres

LOCATION: 1727 North Washington Avenue

EXISTING LAND USE: Undeveloped land

APPLICANT: 540 Commercial Partners LLC

STAFF: Michael Sparlin, Senior Planner
 417-864-1091

STAFF RECOMMENDATIONS:
 Approve

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

SUMMARY OF REQUEST:

Request to rezone approximately 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3 to CC, Center City with Urban Conservation District No. 3 and establishing Conditional Overlay District No. 197.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use* Element of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing.
2. The development requirements in the proposed CC, Center City District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. Although the applicant intends to develop a commercial off-street parking lot, the proposed Conditional Overlay District will limit any future development of the property with a maximum structure height of three stories. This matches the COM-1 district that exists along Commercial Street and is meant to protect the historic resources and buildings in the area.
3. The CC zoning is consistent with adjacent property to the west and the commercial zoning and uses along Commercial Street.
4. 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.

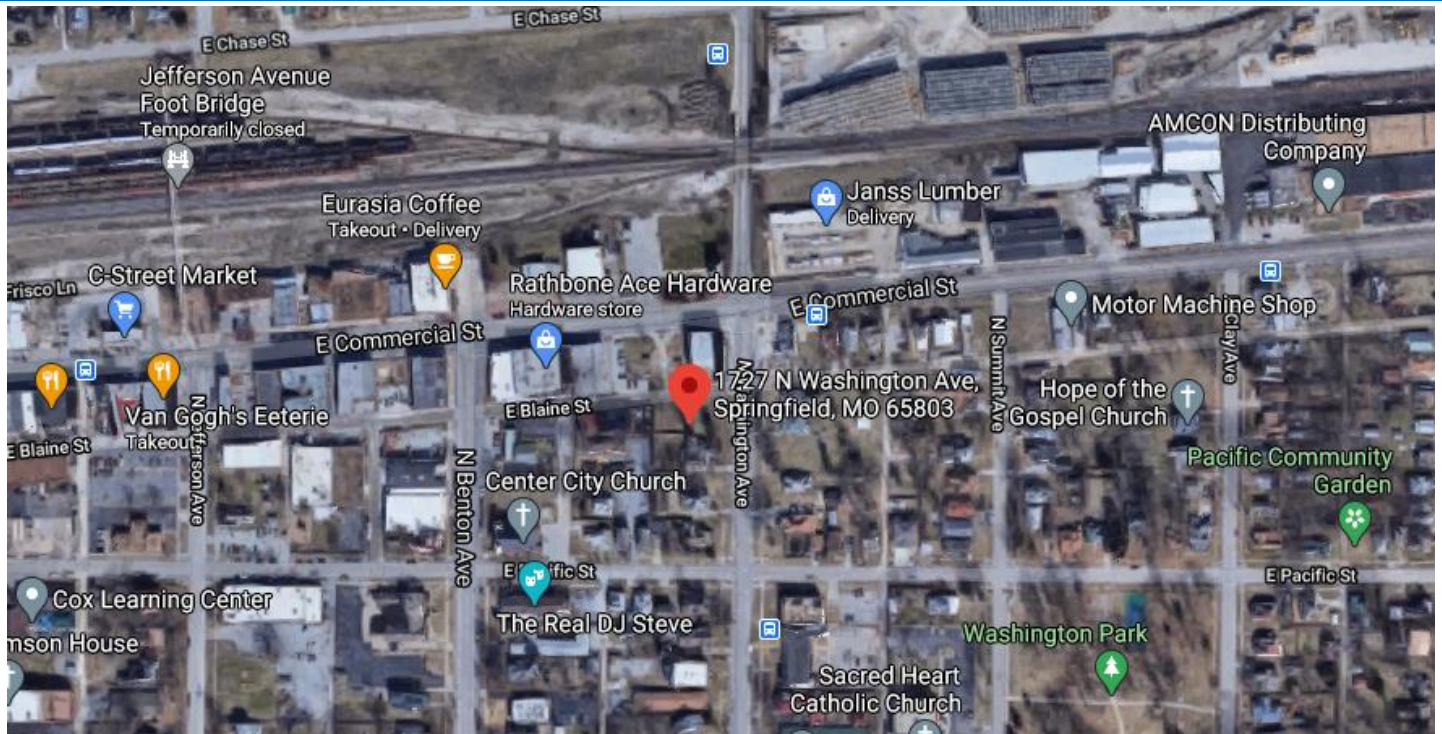
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	COM-1	R-MD	R-MD	CC
LAND USE	Vacant Commercial Building	Single-family dwelling	Single-family dwelling, Duplex dwelling	Commercial Warehouse

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

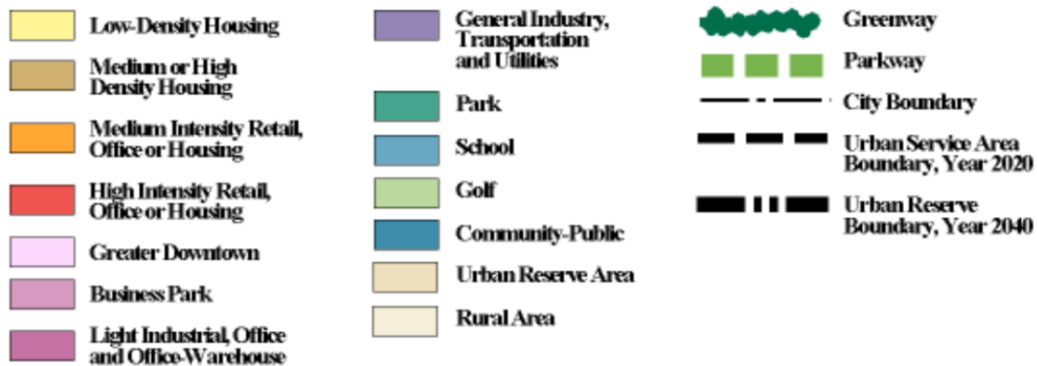


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned R-MD since the citywide remapping in 1995. The subject property was part of a rezoning for the Mid-town Urban Conservation District Overlay that was approved in September 2002.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

Development Review Staff Report



ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR CC
Use Limitations	a) All activities and permitted uses except the following shall be conducted entirely within a completely enclosed building. 1. Automobile servicing, but not repair. 2. Drive-in, pick-up window, or drive-thru facilities. 3. Occasional sidewalk sales. 4. Off-street parking and loading facilities 5. Outdoor eating and drinking facilities. 6. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk. 7. Playgrounds associated with a school or day care center. 8. Street vendors licensed by the City of Springfield. b) No vibration, glare, or heat shall be detectable at the lot line. c) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. e) All flammable petroleum products and petrochemicals shall be stored in a fireproof enclosure and no more than 50 gallons of such products shall be so stored except at automobile service stations. f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. g) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure Height	The proposed COD limits structure height to three stories
Minimum open space requirements	None
Bulk plane	None
Bufferyard and landscaping	The subject property qualifies for the bufferyard exemption for narrow or shallow properties. The bufferyard that would be required is five (5) feet in width with 15 shrubs per 100 linear feet with a six-foot solid wood fence, masonry/brick wall or evergreen hedge.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

The subject property is within the *Mid-Town Neighborhood Plan* (adopted in March 2001) and the Mid-Town Urban Conservation District (UCD) Overlay that was approved in September 2002. The property is along the northern edge of the *Neighborhood Plan* and UCD Overlay area. The *Plan* does not address the subject property specifically but has an overall goal to, "Protect and improve the Mid-Town Neighborhood by enhancing the historic single-family character of the neighborhood while being sensitive to the needs of the Commercial investment, employment opportunities, and housing for a diverse population."

Development Review Staff Report



STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 0.18 acres of property generally located at 1727 North Washington Avenue from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3 to CC, Center City with Urban Conservation District No. 3 and establishing Conditional Overlay District No. 197. The applicant intends to develop the lot with commercial off-street parking that supports tenant parking for the mixed-use commercial development that is planned at 530, 536 and 540 East Commercial Street, adjacent to the subject property.
- 2) The development requirements in the proposed CC, Center City District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. Although the applicant intends to develop a commercial off-street parking lot, the proposed Conditional Overlay District will limit any future development of the property with a maximum structure height of three stories. This matches the COM-1 district that exists along Commercial Street and is meant to protect the historic resources and buildings in the area.
- 3) The CC zoning is consistent with adjacent property to the west and the commercial zoning and uses along Commercial Street.
- 4) The subject property is within the *Mid-Town Neighborhood Plan* (adopted in March 2001) and the Mid-Town Urban Conservation District (UCD) Overlay that was approved in September 2002. The property is along the northern edge of the *Neighborhood Plan* and UCD Overlay area. The *Plan* does not address the subject property specifically but has an overall goal to, *"Protect and improve the Mid-Town Neighborhood by enhancing the historic single-family character of the neighborhood while being sensitive to the needs of the Commercial investment, employment opportunities, and housing for a diverse population."*
- 5) The Major Throughfare Plan classifies Washington Avenue as a Collector roadway and Blaine as a local street.
- 6) 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.
- 7) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. The applicant held a virtual meeting on March 16, 2021. The meeting summary is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 17

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Tract has access to public sewer.

Development Review Staff Report



FIRE DEPARTMENT:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Washington Avenue as a Collector Roadway and E. Blaine Street as Local roadway. The standard right-of-way width for N. Washington Avenue is 30-feet from the centerline and for E. Blaine Street is 25-feet from the centerline. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way of N. Washington Avenue or E. Blaine Street. Both N. Washington Avenue and E. Blaine Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Washington Avenue or for E. Blaine Street. On-street parking is not allowed along E. Blaine Street but is allowed along N. Washington Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from N. Washington Avenue and no driveway access points from E. Blaine Street. Access to this property will allowed based on current city standards set forth in Section 98 of City Code.

SIDEWALK

There is existing sidewalk along the property frontage on N. Washington Avenue and no sidewalk along E. Blaine Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along N. Washington Avenue approximately one block south of this property. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is not required as the trips generated by the change in zoning do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Washington Avenue	Collector	Yes	40	30
Street 2	E. Blaine Street	Local	No	20	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		2.52	3.06	32.4	
*Proposed Trips Generated		2.88	12.06	129.6	

Development Review Staff Report



Additional Trips Generated	.36	9	97.2
----------------------------	-----	---	------

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small.** 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-7-2021 & CONDITIONAL OVERLAY DISTRICT NO. 197

The requirements of *Section 36-424* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The maximum structure height shall be limited to three (3) stories.
2. A bufferyard along the south property line adjacent to R-MD zoned property shall be required with a ten (10) foot width, plantings of one (1) understory tree, two (2) evergreen trees and ten (10) shrubs per 100 linear feet and a six-foot solid wood fence, masonry/brick wall or evergreen hedge.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Res. Medium Density (R-MD) to Center City (CC)
(existing zoning) (proposed zoning)
2. Meeting Date & Time: March 16, 2021 5:00 PM to 6:30 PM
3. Meeting Location: Virtual
4. Number of invitations that were sent: Per Mailing List
5. How the mailing list was generated: Mailing List Generated by City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The property owner at 1724 N. Washington Street (Mr. Josh Jones) was in attendance at the neighborhood meeting. Mr. Jones was curious what the proposed development was going to consist of. Mr. Jones was very supportive of the project and excited to hear that a potential restaurant may be coming into the area. Mr. Jones had no negative issues to be discussed.

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

I, Shawn Barry (print name), attest that the neighborhood meeting was held on March 16, 2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Shawn Barry

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 04-27-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 109

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 0.18 acre of
3 property generally located at 844 South National Avenue from R-SF,
4 Single-Family Residential District with Urban Conservation District No. 2,
5 to R-HD, High Density Multi-Family Residential District with Urban
6 Conservation District No. 2; establishing Conditional Overlay District No.
7 198; and adopting an updated Official Zoning Map. (Staff and Planning
8 and Zoning Commission both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at located at 844 South National Avenue from R-SF, Single-Family
13 Residential District with Urban Conservation District No. 2, to R-HD, High Density Multi-
14 Family Residential District with Urban Conservation District No. 2, with Conditional
15 Overlay District No. 198; and
16

17 WHEREAS, Conditional Overlay District No. 198 shall modify the requirements
18 of the Springfield Land Development Code Section 36-384, R-HD, High Density Multi-
19 Family Residential District, by requiring that the property described in "Exhibit B" comply
20 with the requirements described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, a public hearing was held before the
23 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
24 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
25 and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application which is attached hereto and incorporated herein by
29 this reference as "Exhibit D;" and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family
39 Residential District with Urban Conservation District No. 2, to R-HD, High Density Multi-
40 Family Residential District with Urban Conservation District No. 2, with Conditional
41 Overlay District No. 198. Springfield Land Development Code, Section 36-306, 'Official
42 zoning map and rules for interpretation,' is hereby amended, changed and modified
43 consistent with this Ordinance.

44
45 Section 2 – City Council hereby establishes Conditional Overlay District No. 198
46 which shall contain the requirements and standards provided on "Exhibit A," which is
47 attached hereto and incorporated herein by this reference as though set forth herein.
48 The requirements of Conditional Overlay District No. 197 shall modify the requirements
49 of the Springfield Land Development Code Section 36-384, R-HD, High Density Multi-
50 Family Residential District, by requiring the property described on "Exhibit B" comply
51 with the requirements contained in "Exhibit A."

52
53 Section 3 – City Council hereby directs the City Manager, or designee, to update
54 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
55 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
56 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
57 rules of interpretation.'

58
59 Section 4 – The Official Zoning Map herein adopted shall be maintained and
60 archived in the same digital form in which this Council has approved its adoption.

61
62 Section 5 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance: _____

73
74
75 Approved as to form: Jill Burris, Assistant City Attorney

76
77
78 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 -109

FILED: 04-07-21

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 0.18 acre of property generally located at 844 South National Avenue from R-SF, Single-Family Residential District with Urban Conservation District No. 2 to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2, and establishing Conditional Overlay District No. 198. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-8-2021/ CONDITIONAL OVERLAY DISTRICT NO. 198

The applicant is requesting to rezone approximately 0.18 acre of property from R-SF, Single-Family Residential District to R-HD, High Density Multi-Family Residential District, and establishing Conditional Overlay District No. 198.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies these properties as an appropriate area for Low-Density Housing; however, a large portion of this site is already developed with the existing Lutheran Student Center and accessory off-street parking. The *Plan* also promotes a policy of generally increasing the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The request is consistent with the recommendations of the current Urban Conservation District No 2 regulations and the recently adopted *Rountree Neighborhood Plan*. The overall goal of the *Plan* is to promote sustainable, mixed-use, pedestrian-oriented development opportunities.

REMARKS:

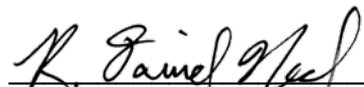
The Planning and Zoning Commission held a public hearing on April 8, 2021, and recommended to approve, by a vote of 9 to 0.

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

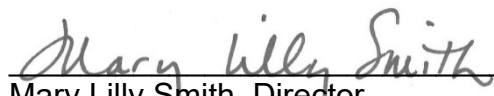
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan*, *Rountree Neighborhood Plan*, and *Rountree Urban Conservation District* support the rezoning of the subject property.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* Element of the *Comprehensive Plan*. The MSU campus is a significant location of employment, housing, business and entertainment. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties fit these criteria.
3. This rezoning request is consistent with a previously approved development along National Avenue to the east, south and west i.e. PD 356 (aka Boomertown) and PD 372 (aka Baptist Student Union).
4. The Conditional Overlay District will limit the residential density of this small property to 11 dwelling units or less.

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-8-2021 & CONDITIONAL OVERLAY DISTRICT NO. 198

The requirements of *Section 36-384.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The maximum residential density for the subject property is 11 dwelling units/per acre or less.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-8-2021 & CONDITIONAL OVERLAY DISTRICT NO. 198

All of the West eighty-eight and seven tenths (88.7) feet of the East one hundred sixty-eight and seven tenths (168.7) feet of the following described tract. Beginning at the point twenty (20) feet South and eighty (80) feet East of the Northwest corner of Lot 8 in GEORGE M. JONES FIRST ADDITION to the City of Springfield; thence East three hundred three and seven tenths (303.7) feet; thence South one hundred eight (108) feet; thence West three hundred three and seven tenths (303.7) feet; thence North one hundred eight (108) feet more or less to the point of beginning, in Springfield, Greene County Missouri, known as and number 844 S. National Avenue.

Except for that portion of property that is currently zoned R-HD.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-8-2021 & CONDITIONAL OVERLAY DISTRICT NO. 198
Planning and Zoning Commission – April 8, 2021**

Z-8-2021 w/COD #198

844 South National Avenue

Applicant: Springfield Lutheran Student Center, Inc.

Mr. Hosmer stated that this is a request to rezone approximately 0.18 acre of property from R-SF, Single-Family Residential District with Urban Conservation District No. 2 to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2 and establishing Conditional Overlay District No. 198. The Comprehensive Plan identifies the property Low Density Housing. The Rountree Neighborhood Plan, and UCD both support the rezoning of the subject property. The Transportation Plan classifies National Avenue as a primary arterial and Page Street is classified as a local roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain. A stream buffer area will be required. A fee in lieu of on-site stormwater detention will not be allowed. The subject property is currently being administratively combined with the property to the west. Both properties are owned by the Lutheran Student Center, Inc. The COD will limit residential density on this portion to 11 dwelling units per acre. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Billy Kimmons, architect and here to represent the applicant. Owner wants to clean up the lot and rezone into one lot and this allows them not to have a required bufferyard. The conditional overlay district is to ensure that this rezoning does not cause any density issues and follows the Comprehensive Plan.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to approve item Z-8-2021 w/COD #198 (844 South National Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

APRIL 8, 2021

CITY COUNCIL PUBLIC HEARING:

MAY 3, 2021



CASE NUMBER:

Z-8-2021 w/Conditional Overlay District No. 198

LOCATION:

844 S. National Avenue

ACRES:

Approximately 0.18 acre

EXISTING LAND USE:

Accessory parking lot for Lutheran Student Center

APPLICANT:

Springfield Lutheran Student Center, Inc.

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 0.18 acre of property from R-SF, Single-Family Residential District with Urban Conservation District No. 2 to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2, and establishing Conditional Overlay District No. 198

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan*, *Rountree Neighborhood Plan*, and *Rountree Urban Conservation District* support the rezoning of the subject property.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* Element of the *Comprehensive Plan*. The MSU campus is a significant location of employment, housing, business and entertainment. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits within this criteria.
3. This rezoning request is consistent with a previously approved development along National Avenue to the east, south and west i.e. PD 356 (aka Boomertown) and PD 372 (aka Baptist Student Union).
4. The Conditional Overlay District will limit the residential density of this small property to 11 dwelling units or less.

Development Review Staff Report

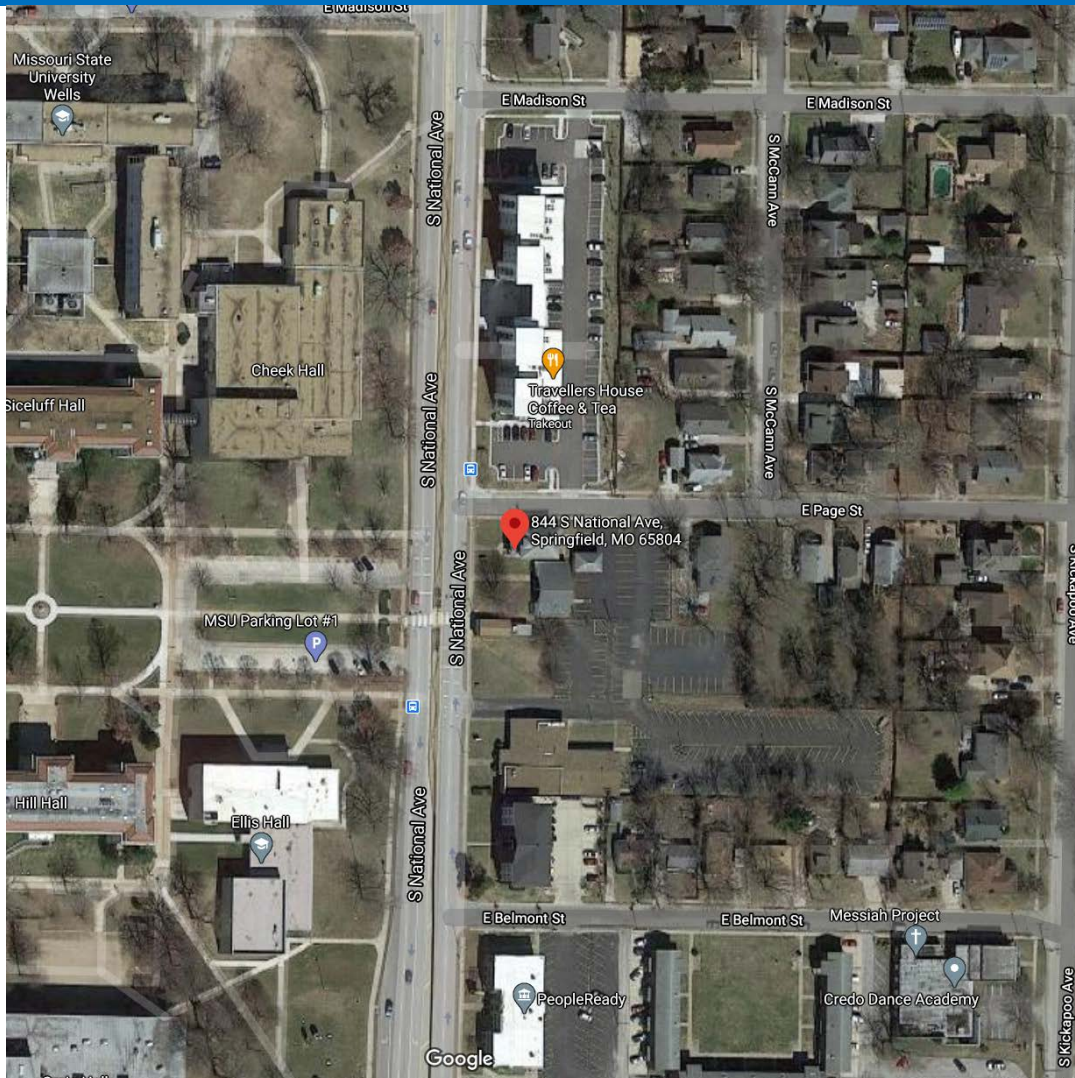


SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	PD 372	PD 372	R-HD
LAND USE	Detention basin and single-family residences	Baptist Student Union	Baptist Student Union	Lutheran Student Center

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



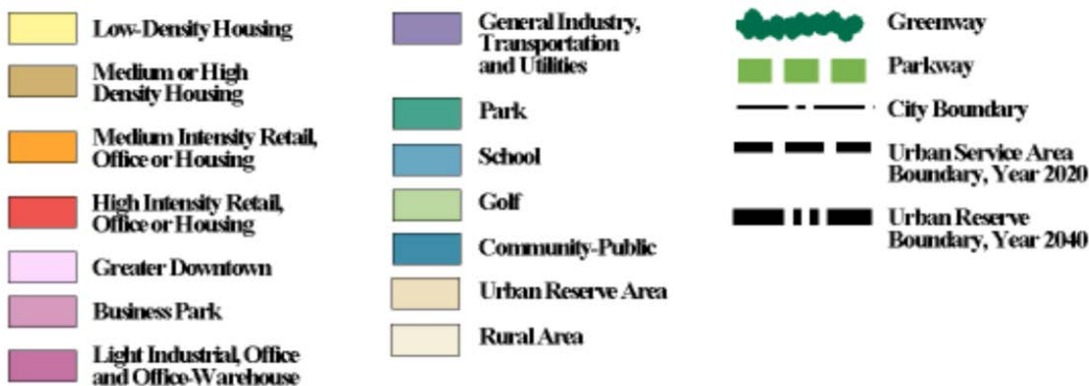
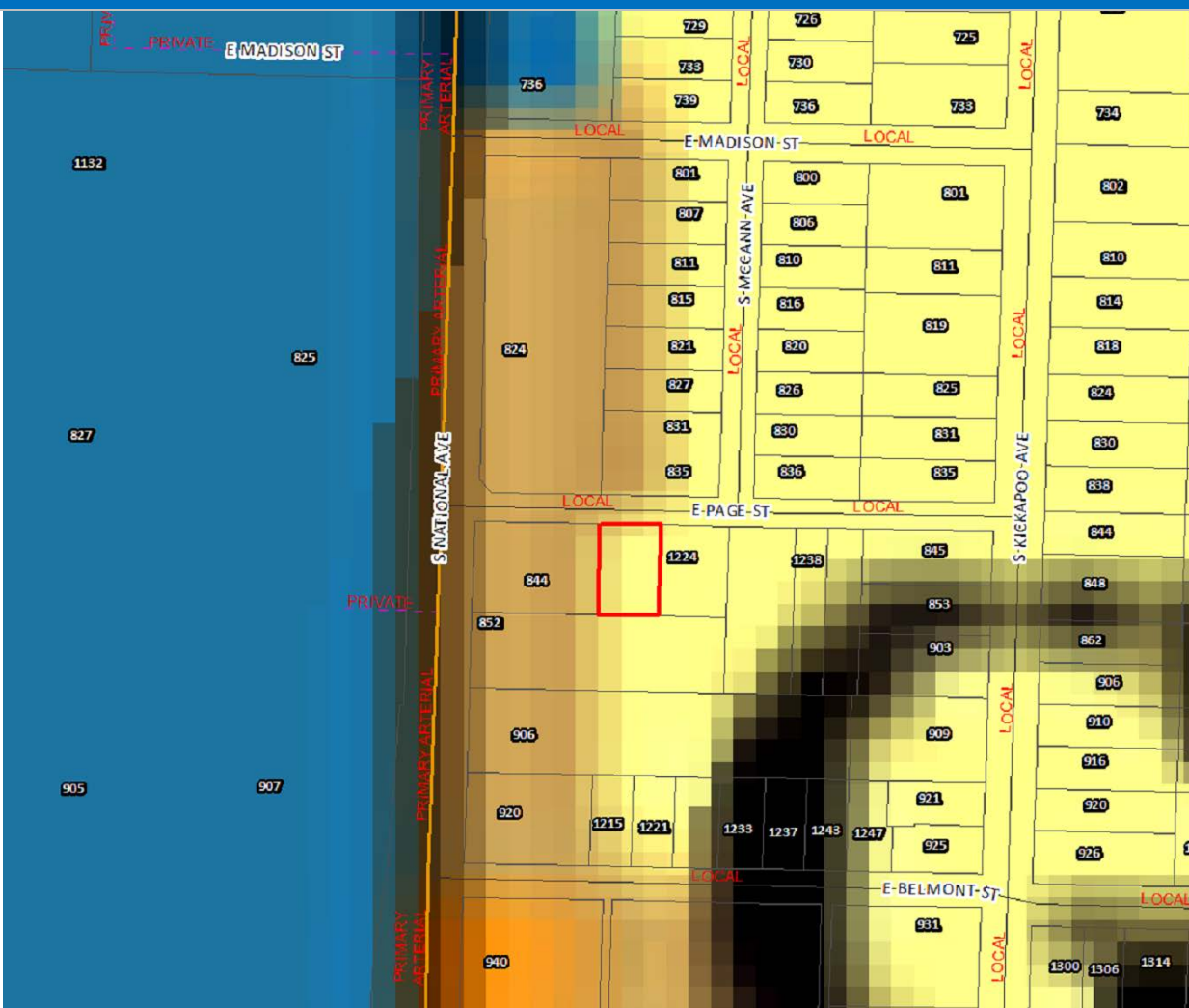
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

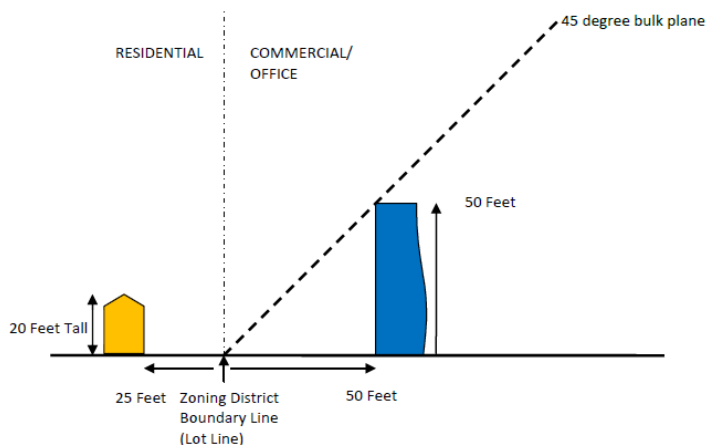
PROPERTY HISTORY:

The subject property is currently zoned R-SF, Single-Family Residential District and has been since the 1995 City-wide re-mapping. The subject property has an off-street parking lot that is accessory to the Lutheran Student Center. The adjacent property to the south and east was rezoned to Planned Development No. 372 which allows for a mixed-use development in 2019.

COMPATIBILITY WITH THE ZONING ORDINANCE:

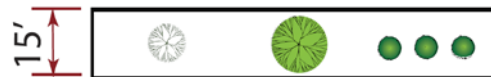
CODE ITEM	REQUIREMENTS FOR R-HD
Use Limitations	N/A
Maximum Structure Height	1. None, except no structure shall exceed 35 feet plus one additional foot for each one foot of setback provided on each side of the structure when the property adjoins an R-TH or R-MHC district. 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side yard:</i> Six feet or as required by Section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. <i>Rear yards:</i> Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type "S1" when across public street from R-SF



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies these properties as an appropriate area for Low-Density Housing; however, a large portion of this site is already developed with the existing Lutheran

Development Review Staff Report



Student Center and accessory off-street parking. The *Plan* also promotes a policy of generally increasing the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The request is consistent with the recommendations of the current Urban Conservation District No 2 regulations and the recently adopted *Rountree Neighborhood Plan*. The overall goal of the *Plan* is to promote sustainable, mixed-use, pedestrian-oriented development opportunities.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.18 acre of property from R-SF, Single-Family Residential District with Urban Conservation District No. 2 to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2 and establishing Conditional Overlay District No. 198. The applicant is not proposing to change anything with the current Lutheran Student Center parking lot use.
2. The subject property is currently being administratively combined with the commonly owned property to the west. Both properties are owned by the Lutheran Student Center, Inc. The proposed rezoning will facilitate the redevelopment of the Baptist Student Union development to the south which currently requires a Bufferyard D between it and the R-SF property. The Bufferyard D is a fifteen-foot minimum bufferyard with landscaping and a solid fence.
3. The original *Rountree Neighborhood Plan* was first completed in July of 1985 and was last amended on May 14, 2001. The *Rountree Neighborhood Plan Addendum* subscribes to the philosophy and goals originally established in 1985. However, the size of the Rountree Study area has been reduced to the area contained within the boundaries of the Rountree Urban Conservation District. The original plan philosophy states that the Rountree Study Area should continue to serve and house a diverse population close to the center of the city. To do so, it should consist of a mix of land uses which provide a functional, stimulating and livable environment for its residents, including, where appropriate, business, institutional, multi-family and single-family uses. One of the major goals of the supplemental *Plan* is to maintain the single-family character and integrity of the Rountree study area by focusing special attention on the maintenance of the physical environment and through the elimination of activities which detract from the character and integrity of the neighborhood. Other goals include preserving the street system within the residential portion of the Rountree study area for local use, supporting the harmonious, orderly and efficient use of the National Avenue and Cherry Street corridors and preserving and improving the aesthetic and environmental quality of the Rountree study area.
4. The Major Thoroughfare Plan classifies National Avenue as a primary arterial and Page Street is classified as a local roadway. The proposed rezoning will not increase the number of trips along Page Street and does not require a Traffic Impact Study.
5. On-street parking is regulated in the western portion of the Rountree neighborhood due to the close proximity of the Missouri State University campus. Residents in the neighborhood are allowed to park on the street provided a parking permit is displayed on the vehicle. Parking permits are required 24 hours per day, Monday through Saturday in Parking District No. 1. Each dwelling unit within the parking district may obtain 2 parking stickers and 1 visitor's permit. Proof of residency and vehicle information is required for the permits. Vehicles parked on the street that do not display a valid parking permit will be ticketed. Resident parking permits are available from the City's Licensing Division.
6. If redeveloped as a nonresidential use in the future, an S1 bufferyard will be required along Page Street across from the R-SF District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

Development Review Staff Report



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 (Attachment 3).

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: 10	Returned: 0
--	------------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. No apparent impact to public sewer.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both S. National Avenue as a Primary Arterial Roadway and E. Page Street as Local roadway. The standard right-of-way width for S. National Avenue is 50-feet from the centerline and for E. Page Street is 25-feet from the centerline. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within 50-feet of the centerline of S. National Avenue or within 25-feet for the centerline of E. Page Street. Both S. National Avenue and E. Page Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. National Avenue is 35,642 cars per day. There are no recent traffic counts for E. Page Avenue as it is a Local street and local streets are counted by request only. On-street parking is not allowed along S. National Avenue nor on this portion of E. Page Street.

DRIVEWAY ACCESS

There is one driveway access point onto the property from E. Page Street. Access to this property will not be allowed from S. National Avenue.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue and E. Page Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along S. National Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is not required as the trips generated by the change in zoning do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.

Development Review Staff Report



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. National Avenue	Primary Arterial	No	40	50
Street 2	E. Page Street	Local	No	20	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		.8	1	9.6	N/A
*Proposed Trips Generated		3.6	4.4	48	N/A
Additional Trips Generated		2.8	3.4	38.4	N/A

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property owner may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-384., High-density multifamily residential district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. The maximum residential density for the subject property is 11 dwelling units/per acre or less.

34 WHEREAS, the Land Clearance for Redevelopment Authority ("Authority")
35 reviewed the Second Amended and Restated Redevelopment Plan on April 6, 2021,
36 and recommended it be approved by a vote of 5 to 0; and
37

38 WHEREAS, the Planning and Zoning Commission reviewed the Second
39 Amendment and Restated Redevelopment Plan on April 8, 2021, and recommended it
40 be approved by a vote of 9 to 0.
41

42 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – It is hereby found, determined, and declared that the East Cherry
46 Pocket Neighborhood Redevelopment Area, generally located on 0.51 acres on the
47 north side of the intersection of East Cherry Street and South Fremont Avenue, is
48 appropriate for the undertaking of a redevelopment project in conformance with the
49 Second Amended and Restated Redevelopment Plan, which is attached as "Exhibit 1"
50 and is incorporated herein by this reference.
51

52 Section 2 – The Second Amended and Restated Redevelopment Plan is hereby
53 found to be feasible and reasonable for redevelopment of the area and is in conformity
54 with the general plan for development of the City, and the Second Amended and
55 Restated Redevelopment Plan is appropriate for the acquisition, clearance,
56 reconstruction, rehabilitation, and renewal of the entire area, and for future land uses.
57 The Second Amended Redevelopment Plan is found to meet the requirements of
58 Section 99.430(4), RSMo., and is hereby adopted by City Council.
59

60 Section 3 – The City Manager, or his designee, is authorized to enter into an
61 amended agreement with Say You Can, LLC, that substantially conforms to "Exhibit 2,"
62 which is attached hereto and incorporated herein by this reference.
63

64 Section 4 – The Authority and the City Manager, or his designee, are hereby
65 authorized to take such actions as are necessary to carry out the Second Amended and
66 Restated Redevelopment Plan with the exception that any future agreements with
67 developers or amendments thereto shall be approved through Council action.
68

69 Section 5 – This Ordinance shall be in full force and effect from and after
70 passage.
71

72
73 Passed at meeting: _____
74

75 _____
76 Mayor
77

78 Attest: _____, City Clerk
79

80 Filed as Ordinance: _____

81

82

83 Approved as to form: Jill Burris, Assistant City Attorney

84

85

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

EXPLANATION TO COUNCIL BILL 2021- 110

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve the Second Amended and Restated Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area, generally located on 0.51 acres on the north side of the intersection of East Cherry Street and South Fremont Avenue; and to authorize the City Manager to execute an amended and restated redevelopment agreement with the developer, Say You Can, LLC, relating to the implementation of the Second Amended and Restated Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and City staff recommend approval.)

BACKGROUND INFORMATION:

The Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area was approved on January 14, 2019, by Special Ordinance 27138 and subsequently amended on November 2, 2020, by Special Ordinance 27407. The Redevelopment Area consists of approximately 0.51 acres located on the north side of the intersection of East Cherry Street and South Fremont Avenue (1361 and 1365 East Cherry Street). The Plan proposes to redevelop the Area into a six-unit pocket neighborhood development that will include a six-stall detached garage for off-street parking, which will be accessible via an adjoining alley on the north side of the site. The redevelopment project is currently under construction and nearing completion. To accommodate additional off-street parking for future tenants, as well as to mitigate rising construction costs, the developer has filed the Second Amended and Restated Redevelopment Plan, which will allow construction of an 11-space paved parking lot in lieu of the originally proposed six-stall detached garage. All other details and characteristics of the redevelopment project will remain unchanged.

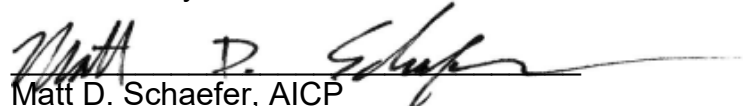
REMARKS:

The proposed off-street parking lot will minimally impact the character and appearance of the redevelopment project when viewed from East Cherry Street, since it will be obscured from view by intervening structures, and vehicular access will be limited to the adjoining alley. Furthermore, the proposed parking lot will increase the off-street parking from six spaces to eleven spaces, thus helping to mitigate the demand for on-street parking along East Cherry Street. Staff concludes the Second Amended and Restated Redevelopment Plan remains consistent with previous findings that the redevelopment project conforms to the *Springfield - Greene County Comprehensive Plan*.

The Land Clearance for Redevelopment Authority reviewed the Second Amended and Restated Redevelopment Plan on April 6, 2021 and recommended it be approved by a

vote of 5 to 0. The Planning and Zoning Commission subsequently reviewed the Second Amended and Restated Redevelopment Plan on April 8, 2021 and recommended it be approved by a vote of 9 to 0. Staff also recommends approval.

Submitted by:


Matt D. Schaefer, AICP
Senior Planner


Mary Lilly Smith, Director


Jason Gage, City Manager

Exhibit 1

**SECOND AMENDED AND RESTATED REDEVELOPMENT PLAN
FOR THE EAST CHERRY POCKET NEIGHBORHOOD REDEVELOPMENT AREA
SPRINGFIELD, MISSOURI**

January 6, 2021

Second Amended and Restated Redevelopment Plan

I. Introduction:

Say You Can, LLC, a Missouri limited liability company (the "**Developer**"), has prepared the following Amended and Restated Redevelopment Plan (the "**Redevelopment Plan**") for the redevelopment of 0.5 acres in Springfield, Missouri, which is amended from the redevelopment plan submitted to the City for consideration and approved via Special Ordinance 27138 on January 14, 2019 and first amended on November 2, 2020 via Council Bill 2020-239 (the "**Original Redevelopment Plan**"), to seek an amendment permitting a design change in the Project to replace the originally designed detached garages with an open lot parking design that will provide additional on-site resident parking (eleven spaces as opposed to 6 garage spaces) and reduce on-street parking. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area and replacing it with an attractive and well-constructed pocket neighborhood development consisting of six (6) residential units (the "**Project**"). Each residential unit will include two (2) and two and a half (2.5) bathrooms and will have the appearance of single family structures through thoughtful design that considers the character of the existing neighborhood. The Project will provide housing for approximately six (6) to twelve (12) individuals. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing estimated equity of 25% of the projected \$1.4 million cost of this Project to redevelop the Project site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are two (2) residential structures in the Redevelopment Area. One residential structure is commonly identified as 1361 E. Cherry Street (the "**1361 House**") and the other residential structure is commonly identified as 1365 E. Cherry Street (the "**1365 House**" and collectively with the 1361 Houses, the "**Houses**"). The Developer acquired both the 1361 House and the 1365 House in early 2016.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 0.5 acres and is situated north of E. Cherry St. between Kickapoo Avenue and Pickwick Avenue in the City of Springfield, Missouri (the "**Redevelopment Area**"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

1. Rountree Urban Conservation District; Growth Management and Land Use Plan

The Redevelopment Area is located in Area E of the Rountree Urban Conservation District (the “**UCD**”). The UCD was approved by Springfield City Council in 1985 to allow the neighborhood to identify and solve problems associated with trash, noise, and safety.¹ The UCD is an overlay district with special regulations that exceed those of the underlying zoning district, recognizing and protecting the unique nature of the area (the “**District Regulations**”).² Area E (also known as the Cherry Street Corridor Area) serves as home to many MSU students and contains a mixture of multi-family and single family housing stock.³ The District Regulations governing Area E are intended to, among other things, “promote the mixed residential nature of the area to provide housing opportunities for students and to protect adjacent single-family areas from the adverse effects of higher intensity development.”⁴ Multi-family dwelling is a permitted use under the District Regulations.⁵ Commercial uses are not permitted under the District Regulations. In addition, the Rountree Neighborhood Plan Addendum stresses how “[d]ilapidated, vacant and abandoned houses and other structure affect not only their own viability but lend an air of neglect to adjacent properties” creating safety hazards and making them less valuable.⁶ As noted in the Blight Report, one of the properties in the Redevelopment Area has been vacant for some time, thus increasing the need for need for redevelopment. The City’s Growth Management and Land Use Plan (“**GMLUP**”), is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan.⁷ The GMLUP was adopted in November 2001 in order to provide broad guidance for private and public physical development of the region. Although the GMLUP seems to indicate the area is appropriate for Low-Density Housing, the GMLUP indicates areas directly to both the west and east of the Redevelopment Area are appropriate for Medium or High Density Housing.⁸ Given the close location of the Redevelopment Area to these adjacent areas, in addition to the location near the Missouri State University Activity Center,⁹ it follows that the Redevelopment Area is appropriate for Medium or High Density Housing.

2. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Developer’s commercially reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by

¹ See Ordinance No. 3645 (adopted on July 22, 1985). In connection with the establishment of the UCD, the City adopted the Rountree Area Neighborhood Plan (dated July 1985) (such document, as amended by the Rountree Neighborhood Plan Addendum, dated May 14, 2001) is referred to as the “**UC Plan**”). According to Section 4-2302, the purpose of the UC Plan and the UCD, include but are not limited to the following:

B. To maintain neighborhood character and integrity by focusing special attention on the maintenance of the physical environment; the enhancement of physical, social and economic resources and the accommodation of desirable change; C. To prevent economic obsolescence and to promote reinvestment by fostering stable property values through a high level of economic activity, maintenance of essential urban services and by focusing financial assistance and other economic development programs; D. To promote the efficient use of urban lands, including the encouragement of compatible infill development on vacant and passed-over parcels; E. To encourage and to support rehabilitation of the physical environment and programs for the conservation and revitalization of urban areas; F. To foster harmonious, orderly and efficient growth, development and redevelopment; and G. To aid in the prevention or elimination of slums or blight.

² The UCD may impose regulations in addition to those of the underlying zoning district. See Section 4-2300 of the City of Springfield, Missouri zoning code.

³ See Art. III, §8(A) of the District Regulations.

⁴ Id.

⁵ See Art. III, §8(B)(4) of the District Regulations.

⁶ See Page 9 (Objective 3) of the Rountree Neighborhood Plan Addendum.

⁷ See Figure 18-5 of the GMLUP.

⁸ See Figure 18-7 of the GMLUP.

⁹ See Figure 18-5 of the GMLUP.

conditions which may endanger life or property. Specifically, the 1361 House has been vacant for some time and the 1365 House is vacant also. Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will be investing an estimated 25% equity of the projected \$1.4 million Project cost.

Further, the Redevelopment Area is not capable of providing housing accommodations to its utmost potential. The buildings in the Redevelopment Area only contain a total of four (4) small rental units. This severely limits the number of individuals who can live in the Redevelopment Area. The configuration of the Redevelopment Area does not allow it to support its highest and best use, which is medium to high density housing. This underutilization prevents the Redevelopment Area from generating taxes to its utmost potential and from fully contributing to the potential vitality of the UCD and surrounding areas.

3. Conformance of Redevelopment Plan with the UCD and GMLUP.

The Redevelopment Plan provides for the construction of a pocket neighborhood consisting of six (6) residential units, which will be located in the vicinity of MSU's campus, within three (3) blocks of the Greater Downtown District and within a block of various commercial uses located around E. Cherry Street and S. Pickwick Ave. Each of the residences will contain two (2) bedrooms and two and a half (2.5) bathrooms and possess the appearance of a single family residence. The pocket neighborhood will also have open lot parking on-site to provide eleven (11) parking spaces for use by residents. In total, the project will accommodate six (6) to twelve (12) individuals. The Project will include landscaping and architectural/design elements consistent with the UCD and surrounding properties as well as incorporate modern farm house design features such as a front porch and a picket fence garden. The new construction will remedy blight by creating a desirable living environment for residents, increasing the taxes generated by the Redevelopment Area, and encouraging further investment in the area. In particular, the redevelopment of a vacant property will cure the “air of neglect to adjacent properties” which creates safety hazards and makes nearby land less valuable.¹⁰ As reflected on the preliminary site plan in Exhibit “C” attached hereto and incorporated herein, the site will be redeveloped to utilize the Redevelopment Area to its full potential. Preliminary floor plans for the pocket neighborhood residential units are attached hereto as Exhibit “D” and incorporated herein. This will increase density by providing housing for approximately six (6) to twelve (12) individuals, which will in turn increase the area's pedestrian traffic and level of activity.

The Redevelopment Plan is consistent with the intent of the UCD, in that it will: (i) promote the efficient use of urban lands, (ii) encourage and support rehabilitation of the physical environment, and (iii) aid in the prevention or elimination of slums or blight.¹¹ In particular, the Redevelopment Plan will remove two vacant homes from the Redevelopment Area. The Redevelopment Plan is harmonious with surrounding uses and the development will consist of landscaping and architectural/design elements consistent with the UCD – including those depicted on “Exhibit D” attached hereto and incorporated herein. Specifically, the Developer will incorporate features such as front porches, corbels, shutters, window boxes, landscaping, and the planting of saplings near sidewalks. In addition, the Developer has already incorporated

¹⁰ See Page 9 (Objective 3) of the Rountree Neighborhood Plan Addendum.

¹¹ See Section 4-2302 of the City of Springfield, Missouri Zoning Ordinance.

suggestions of the neighborhood into the design, including the reduction in height of the residential units to two stories. Although the Redevelopment Area is zoned R-HD, the Redevelopment Plan acknowledges and respects the residential nature of certain portions of the surrounding area through the provision of off-street parking, limited building height, and density well below the applicable zoning limits and is consistent with the intent of the UCD. The Redevelopment Plan is also consistent with the goals and recommendations of the amended Rountree Neighborhood Plan, which is nearing completion (see Supplemental Statement).

The Growth Management and Land Use Plan (“GMLUP”), a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, indicates that the Redevelopment Area, located just east of National Avenue along Cherry Street, and surrounding property is an appropriate area for medium or high density housing. The GMLUP also identifies MSU and surrounding areas as an Activity Center.¹² The GMLUP states that one of its objectives for areas identified as Activity Centers is that plans should promote additional or new employment, intensified retail business, higher density housing, and convenient transit service.¹³ The Redevelopment Area is located in close proximity to the MSU Activity Center. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the GMLUP. The highest and best use for this area includes well-designed residential properties designed to support the residential density goals of the GMLUP Element and that promotes safe and sanitary conditions and well-maintained building structures. Therefore, as set forth in this Redevelopment Plan, partial real property tax abatement will be available for the development of this attractive and high quality pocket neighborhood developed in accordance with this Redevelopment Plan, the Comprehensive Plan, and the zoning that is in effect at the time of development.

Without the comprehensive renovation and rehabilitation of the Redevelopment Area, its physical condition will continue to deteriorate and detract from the area. Thus, implementation of the Redevelopment Plan is needed to remediate blight in the Redevelopment Area, to create a safe and desirable living environment that more fully utilizes the property, increase the taxable revenues to the City.

C. Redevelopment Plan Objectives and Strategies

The primary objective of the Redevelopment Plan is to remove blight and to redevelop the area for use as higher density housing. The Project involves the construction of a pocket neighborhood consisting of six (6) residential units. Each of the units will contain two (2) bedrooms and two and a half (2.5) bathrooms and will be limited to two (2) stories in height. Each unit will possess the appearance of a single family structure through thoughtful design. In total, the project will accommodate up to approximately six (6) to twelve (12) individuals. The Project will also provide an open parking lot on sight to provide eleven (11) parking spaces for use by residents and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. The Project will include landscaping and architectural/design

¹² See page 18-34 of the GMLUP.

¹³ See page 18-28 of the GMLUP.

elements consistent with the UCD and surrounding properties as well as incorporate modern farm house design features such as a front porch and a picket fence garden.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of two (2) houses. The 1365 House is currently divided into three (3) multi-family dwelling units, is vacant. The 1361 House, a single-family residential structure, is vacant. The Developer recently acquired the Houses in early 2016.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a pocket neighborhood consisting of six (6) residential units. Each residence is intended to contain two (2) bedrooms and serve as a residence for one (1) to two (2) individuals. All the units in the pocket neighborhood will be limited to two (2) stories in height and each unit will be designed with the character of a modern farm house to include a front porch and picket fence garden, thereby possessing the appearance of a single family structure. All of the living space will be on the ground floor except for one (1) to two (2) bedrooms and one (1) bathroom on the second floor. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.¹⁴

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is High-Density Multi-Family Residential District (R-HD). Moreover, the Redevelopment Area is located in the Rountree Urban Conservation District. There is no new zoning proposed for the Redevelopment Area. The Project is consistent with zoning requirements.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations.

V. Execution of the Project:

A. Execution

The Developer or its successors in interest shall be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer owns the land within the Redevelopment Area.¹⁵

¹⁴ Note, the preliminary site plan includes the residential units. Garage structure depicted to be replaced by on-site parking lot.

¹⁵ Note, 1365 E. Cherry is currently owned by an affiliate of the Developer, 311 S. Hampton, LLC.

C. *Financing*

The Developer is utilizing conventional financing to finance the Project. Developer will contribute an estimated 11.2% of the projected \$1.4 million cost of development while also receiving a reduced development fee of only 3.5%.

D. *Disposition of Property*

No land is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

Both the 1361 House and 1365 House are vacant.

F. *Redevelopment Schedule and Estimated Dates of Completion*

The Developer estimates that each stage of the Project will be completed in accordance with the following schedule:

- Pre-Construction (Inspections/Permits): Completed by November/December 2018
- Site Work (Demolition): Completed by January 2019
- Construction of Building: Completed by 1st Quarter of 2021

G. *Taxation*

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. *Covenants*

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop and utilize the real property within the Redevelopment Area in accordance with the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. *Compliance with General Plans*

As discussed in Article III, Section B above, the Redevelopment Plan for the Redevelopment Area conforms to the Rountree Neighborhood Plan and the District Regulations.

B. *Compliance with Workable Program*

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the “Code”) the Project described in this Redevelopment Plan would not be financially feasible “But-for” the allowance of tax abatement. The City of Springfield’s *Economic Development*

Incentives Policy Manual states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the “but for” test.¹⁶ “There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided.”¹⁷ The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.¹⁸ Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer’s equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that “but for” the tax abatement provided to the Project that the development of this high quality and attractive pocket neighborhood providing housing for six (6) to twelve (12) individuals that eliminates existing blight would not be feasible. Exhibit F contains a project budget supporting the estimates of the Developer and appraisal. The appraisal also indicates that the Developer is assessing a minimal development fee of 3.6% compared to an estimate of 15% for an alternate market rate development project.¹⁹ The Developer here is making a significant contribution of equity and reduced fees to support this Project at levels that make it financially feasible for traditional financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project, but the improvements made to the existing parcels exempt for a period of ten (10) years. The developer has also provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, the affected taxing jurisdictions would see a net positive impact of \$438 over the next 10 years (based on existing land assessment values). The tax impact analysis also provides an estimate for Year 11 (the first year after abatement) that shows the estimated total tax for the redeveloped parcels would be \$9,169.77, which is an additional \$8,643.19 over the average tax collected from the parcels if not developed over the prior 10 years. If the redevelopment occurs and 100% tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized, the jurisdictions stand to generate more in tax revenue (approximately 164%) in Year 11 after development than the entire previous 10 year period if not developed. As this Redevelopment Plan recognizes that “but-for” the abatement, redevelopment would not occur, the most fiscally beneficial decision for the taxing jurisdictions to generate the maximum tax revenue is to provide the requested abatement.

¹⁶ Economic Development Incentives Policy Manual, City of Springfield, Missouri, February 15, 2011 (as amended on May 12, 2014).

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ See Ex. G, Appraisal Report, Rountree Pocket Neighborhood, CBRE Valuation & Advisory Services, August 22, 2018, G, p. 44.

C. *Compliance with State and Local Law*

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law.

D. *Compliance with Redevelopment Agreement*

Prior to application for Certificate of Qualification for Tax Abatement (the “Certificate”) issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. *Population Density*

The Project will provide six (6) housing units on a 0.5 acre site (12 du/acre). Each residence will include two (2) bedrooms and two (2) bathrooms. In total, the Project will provide housing for six (6) to twelve (12) individuals.

F. *Public Facilities*

It is not anticipated at this time that the Project will require any additional public facilities or utilities.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Supplemental Statement – Rountree Neighborhood Planning

Pursuant to a review initiated by the Rountree Neighborhood Association Board in the Spring of 2015 and a City Council directive to City staff in January 2017 to proceed with recommendations for amendments to the UCD (“Neighborhood Plan Proposals”) and approval of a final neighborhood plan (the “Rountree Neighborhood Plan”). At the time of the Original Redevelopment Plan submission, City staff was in the process of finalizing proposed amendments to the Rountree Neighborhood Plan. The Developer has had prior direct communication with City staff and provided its intend to comply with the goals and recommendations of City staff as it pertains to the Rountree Neighborhood Plan.

Due to timing issues related to the design of this Project, the initial construction schedule, and the significant investment of capital into this Redevelopment Plan the Developer proceed with the submission of the Original Redevelopment Plan for consideration by directly addressing any

concerns regarding any pending changes to the Rountree Neighborhood Plan. The Developer reviewed the proposed amendments to the Rountree Neighborhood Plan and the Redevelopment Plan appeared to conform to the proposed amendments.

The Redevelopment Plan conforms to the goals and recommendations put forward by City staff of the amended Rountree Neighborhood Plan in several ways:

1. Encourage increased pedestrian activity through the design of the Project such as front porches, common areas, etc. The Project is designed as a pocket neighborhood with access and parking off the rear alley. Residents park on the backside of the Project and walk through the common courtyard to access their residences.
2. Support a mix of housing stock. Residents that prefer less property maintenance or a housing design that provides modern amenities not always available in older housing stock.
3. The Project building design supports components of a home most often used, such as master bed/bath, living, kitchen, office on the ground level main floor. This increases access to housing for tenants of multiple generations allowing residents from outside the Rountree neighborhood to relocate as a housing option becomes available or allows existing residents who are no longer compatible with existing living conditions but do not wish to leave the Rountree neighborhood to relocate to a housing option that better supports their physical needs.
4. Provides housing options for MSU staff and faculty near the university.
5. Four apartment style units are being replaced with six higher quality single family style units that will attract more disposable income close to local businesses in the neighborhood.
6. Removal of blighted housing that poses a potential for nuisance violations.
7. The Project traffic will be “Rear-Loaded” off the alley to available parking spaces and reduce on-street parking. The traffic is funneled from the alley to Pickwick on the east and Kickapoo to the west. Traffic can then divert to Elm or to Cherry which will reduce generally the traffic impact on Cherry, specifically between Kickapoo and Pickwick.

Exhibit A

Map of Redevelopment Area



Exhibit B

Legal Description of Redevelopment Area

ALL OF LOTS THIRTEEN (13) AND FOURTEEN (14), AMENDED PLAT OF RALPH WALKER'S SECOND SUBDIVISION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C Site Plan

(Any depictions of detached garages are inapplicable)

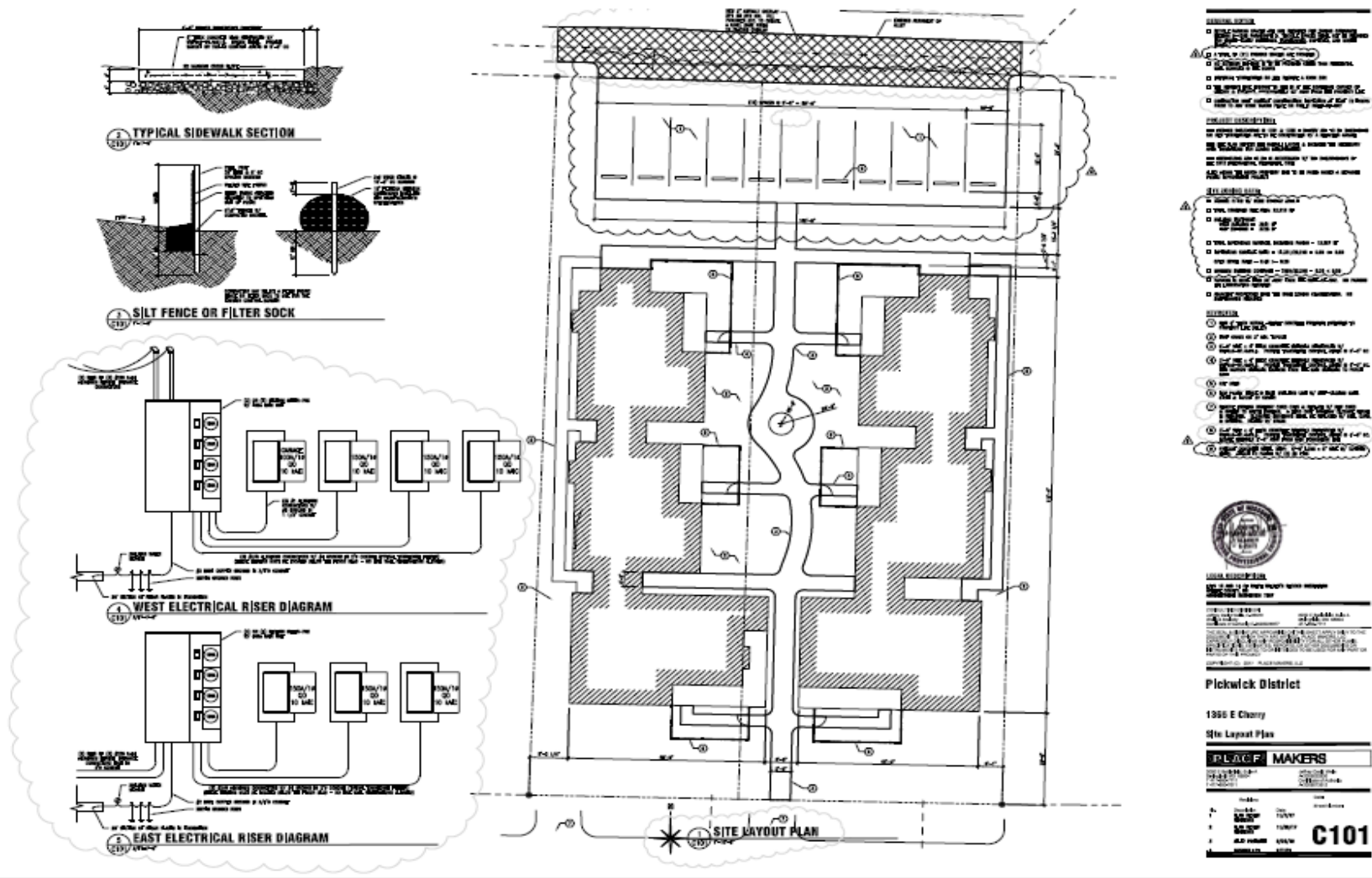


Exhibit D

Site Layout and Design –

(Any depictions of detached garages are inapplicable, replaced with parking lot)



GENERAL NOTE:

THIS PROJECT CONSISTS OF SIX RESIDENTIAL TOWNHOMES AND A STAGIONAL GARAGE IN THREE SEPARATE BUILDINGS.

THE BUILDING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE.

THE DRAINING WALL SEPARATING THE DWELLING INTERIOR REQUIRES A 3/4" MIN. DRAINAGE SLOPE TO THE WALL. THROUGH THE ATTIC SPACE TO THE UNDERNEATH OF THE ROOF DECK. NO SMALL VENTILATION OR EXHAUST FANS SHALL BE ALLOWED. NO WALL PENETRATIONS ARE ALLOWED.

WHEN THE DRAINING WALL CONNECTS TO THE ROOF DECK, THE CONTRACTION MUST PROVIDE ONE OF THE FOLLOWING:

- FINE GRAINER PL WOOD DOCKING FOR A DISTANCE OF 4" ON EACH SIDE OF THE WALL.
- ONE LAYER OF 5MP TYPE I OR II HYBRID POLYMER BUTADIENE UNDERLAYER OF THE ROOF DECK FOR A DISTANCE OF 4" ON EACH SIDE OF THE WALL.

THE PLANS FOR THIS PROJECT ARE OF LIMITED SCOPE. APPROPRIATE FOR MINOR ALTERATIONS IF ADDITIONAL CONSTRUCTION. THEY ARE NOT A COMPLETE SET OF CONSTRUCTION DOCUMENTS.

[illegible]

DISCLAIMER
Jeffrey David Vinko, E-20573
Society & Security
Certificate of Authority E-
20002-977

3030 E. Beavercreek, Suite A
Springfield, MO 65804
417-686-7711

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Pickwick District

1365 E Cherry

First Floor Plan

PLACE MAKERS

3030 K. Sutherland, Suite A
Sutherland MD 20854
T 410-860-7711
F 410-860-7811

Jeffrey David Wells
A-2006022230
Certificate of Authority
A-2006043012

Revisions			Date	Issue Date
Rev	Description	By	Sheet	

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A101



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Courtyard Looking East
1/8" = 1'-0"



2
A202
Courtyard Looking North
1/8" = 1'-0"



3
A202
Courtyard Looking West
1/8" = 1'-0"



4
A202
Courtyard Looking South
1/8" = 1'-0"

DESIGNED BY:
JAMES DAVIS DAVIS, INC.
1365 E CHERRY
SOUTHDALE, MD 20684
P: 410-582-1711
F: 410-582-1712

DATE: 10/20/2018
A202
1365 E CHERRY
SOUTHDALE, MD 20684
P: 410-582-1711
F: 410-582-1712

Pickwick District

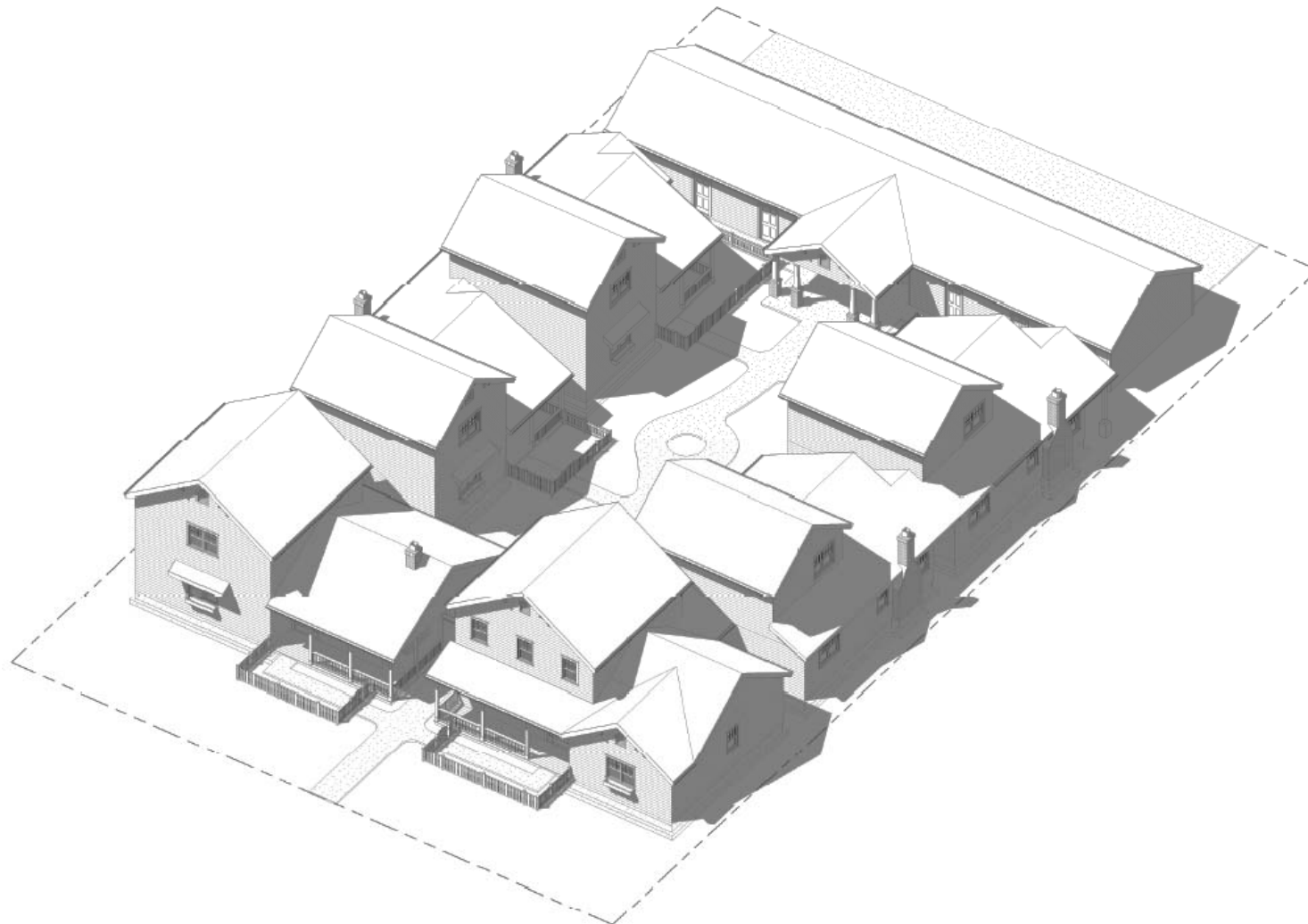
1365 E Cherry

Courtyard Elevations

PLACE MAKERS
JAMES DAVIS DAVIS, INC.
1365 E CHERRY
SOUTHDALE, MD 20684
P: 410-582-1711
F: 410-582-1712

No.	Description	Date	Drawn	Check	Issue Date
1	1365 E CHERRY	10/20/2018	JAMES DAVIS	JAMES DAVIS	10/20/2018

A202



0000000000
 Jeffrey David Vande, C-20073
 Vande & Sonnet
 Certificate of Authority C-
 00000000

0000000000, Suite A
 Springfield, MO 65804
 417-880-7711

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Pickwick District

1365 E Cherry

Aerial View

PLACE MAKERS

0000000000, Suite A
 Springfield, MO 65804
 417-880-7711
 417-880-7711

Jeffrey David Vande
 Certificate of Authority
 C-20073

Revisions

No.	Description	Date	Sheet Number

X103



ENGINEERING
 ARMY CONSULTING, S. 28673
 1000 S. 10th Ave.
 Columbia, MO 65204
 657.655.7111

2022 E. Redwood, Suite A
 Springfield, MO 65804
 657.655.7111

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Pickwick District

1365 E Cherry

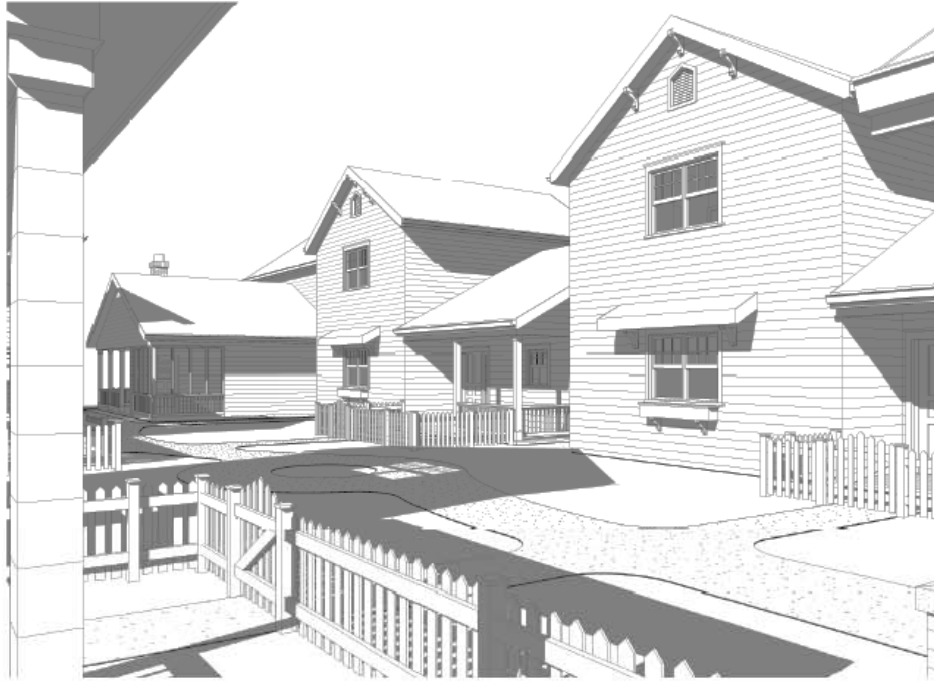
Cherry St. Views

PLACE MAKERS

 2022 E. Redwood, Suite A
 Springfield, MO 65804
 P 617.655.7111
 F 617.655.7111

ARMY CONSULTING
 1000 S. 10th Ave.
 Columbia, MO 65204
 P 617.655.7111
 F 617.655.7111

No.	Description	Date	Sheet Number
			X105



DRAWING(S) 3050 G Suite/Arch. Suite A
 Jeffrey David Smith, © 2017
 WA 15258939.3
 Certificate of Authority # 015 000 7711

3050 G Suite/Arch. Suite A
 Jeffrey David Smith
 WA 15258939.3
 Certificate of Authority # 015 000 7711

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Pickwick District

1365 E Cherry

Courtyard Views

PLACE MAKERS

3050 G Suite/Arch. Suite A
 Jeffrey David Smith
 WA 15258939.3
 Certificate of Authority # 015 000 7711

3050 G Suite/Arch. Suite A
 Jeffrey David Smith
 WA 15258939.3
 Certificate of Authority # 015 000 7711

No.	Description	Date	Drawn	Check	Issue Date

X106

WA 15258939.3

Exhibit “E”

Tax Impact Analysis

[please see attached]

EAST CHERRY POCKET NEIGHBORHOOD

Tax Impact Analysis for 1361 & 1365 E. Cherry Street

City of Springfield, Missouri
1-Jan-21

311 S. Hampton, LLC
4319 S. National #126
Springfield, MO 65810

EAST CHERRY POCKET NEIGHBORHOOD
2020 Real Estate Assessment & Taxes

1361 E. Cherry

Current Assessment Ratio			19%
	Appraised*	Assessed	
Land	\$ 22,500	\$ 4,280	
Improvements	\$ -	\$ -	
Total	\$ 22,500	\$ 4,280	

Jurisdiction	Tax	Levy per \$100
City of Springfield		0.6129
Springfield -- Greene County Library		0.2413
Ozarks Technical College		0.1990
Greene County		0.1177
Road & Bridge		0.1177
State of Missouri		0.0300
Sheltered Workshop		0.0463
Springfield R-12		4.1361
County Seniors' Services		0.0489
Commercial SurTax	\$ -	5.5499

* Per Assessor

1365 E. Cherry

Current Assessment Ratio			19%
	Appraised*	Assessed	
Land	\$ 28,400	\$ 5,400	
Improvements	\$ -	\$ -	
Total	\$ 28,400	\$ 5,400	

Jurisdiction	Tax	Levy per \$100
City of Springfield		0.6129
Springfield -- Greene County Library		0.2413
Ozarks Technical College		0.1990
Greene County		0.1177
Road & Bridge		0.1177
State of Missouri		0.0300
Sheltered Workshop		0.0463
Springfield R-12		4.1361
County Seniors' Services		0.0489
Commercial SurTax	\$ -	5.5499

* Per Assessor

EAST CHERRY POCKET NEIGHBORHOOD
Tax Impact Analysis - Assessment Assumptions

Property	2020					
	Appraised*			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
1361 E. Cherry St.	22,500	0	22,500	4,280	0	4,280
1365 E. Cherry St.	28,400	0	28,400	5,400	0	5,400
Totals	\$ 50,900	\$ -	\$ 50,900	\$ 9,680	\$ -	\$ 9,680

Redeveloped Estimate							
Property	Appraised*			Assessed			
	Land	Improvements	Total	Land	Improvements	Total	
Comm.	-	-	-	-	-	-	-
Res.	Pocket Neighborhood	50,900	699,100	750,000	9,671	132,829	142,500
Totals	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 142,500	

Breakdown of Land/Improvement Values not provided by Appraiser

Assessment ratio (commercial) 32%
Assessment ratio (residential) 19%

EAST CHERRY POCKET NEIGHBORHOOD

Tax Impact Analysis

Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes

-1.00%

Year		Assessed Value (\$)		Real Estate Taxes Paid													
					0.6129	0.2413	0.1990	0.1177	0.1177	0.0300	0.0463	4.1361	0.0489			5.5499	
					City of	Greene	Ozarks	Greene	Road &	State of	Sheltered	Springfield R-	County	Seniors'	Commercial		
Plan	Calendar	Land	Imp.	Total	Springfield	County Library	Tech. College	County	Bridge	Missouri	Workshop	12	Services	Sur Tax			Tax Paid
1	2020	9,680	0	9,680	\$ 59.33	\$ 23.36	\$ 19.26	\$ 11.39	\$ 11.39	\$ 2.90	\$ 4.48	\$ 400.37	\$ 4.73	\$ -	\$ -	\$	537.23
2	2021	9,680	0	9,680	\$ 59.33	\$ 23.36	\$ 19.26	\$ 11.39	\$ 11.39	\$ 2.90	\$ 4.48	\$ 400.37	\$ 4.73	\$ -	\$ -	\$	537.23
3	2022	9,583	0	9,583	\$ 58.73	\$ 23.12	\$ 19.07	\$ 11.28	\$ 11.28	\$ 2.90	\$ 4.44	\$ 396.36	\$ 4.69	\$ -	\$ -	\$	531.85
4	2023	9,583	0	9,583	\$ 58.73	\$ 23.12	\$ 19.07	\$ 11.28	\$ 11.28	\$ 2.87	\$ 4.44	\$ 396.36	\$ 4.69	\$ -	\$ -	\$	531.85
5	2024	9,487	0	9,487	\$ 58.15	\$ 22.89	\$ 18.88	\$ 11.17	\$ 11.17	\$ 2.85	\$ 4.39	\$ 392.39	\$ 4.64	\$ -	\$ -	\$	526.52
6	2025	9,487	0	9,487	\$ 58.15	\$ 22.89	\$ 18.88	\$ 11.17	\$ 11.17	\$ 2.85	\$ 4.39	\$ 392.39	\$ 4.64	\$ -	\$ -	\$	526.52
7	2026	9,392	0	9,392	\$ 57.56	\$ 22.66	\$ 18.69	\$ 11.05	\$ 11.05	\$ 2.82	\$ 4.35	\$ 388.46	\$ 4.59	\$ -	\$ -	\$	521.25
8	2027	9,392	0	9,392	\$ 57.56	\$ 22.66	\$ 18.69	\$ 11.05	\$ 11.05	\$ 2.82	\$ 4.35	\$ 388.46	\$ 4.59	\$ -	\$ -	\$	521.25
9	2028	9,298	0	9,298	\$ 56.99	\$ 22.44	\$ 18.50	\$ 10.94	\$ 10.94	\$ 2.79	\$ 4.30	\$ 384.57	\$ 4.55	\$ -	\$ -	\$	516.03
10	2029	9,298	0	9,298	\$ 56.99	\$ 22.44	\$ 18.50	\$ 10.94	\$ 10.94	\$ 2.79	\$ 4.30	\$ 384.57	\$ 4.55	\$ -	\$ -	\$	516.03
TOTAL				\$	581.52	\$ 228.95	\$ 188.81	\$ 111.67	\$ 111.67	\$ 28.49	\$ 43.93	\$ 3,924.33	\$ 46.40	\$ -	\$ -	\$	5,265.75
														10 Year Avg.		\$	526.57

EAST CHERRY POCKET NEIGHBORHOOD

Tax Impact Analysis

Projected Tax Revenue with Redevelopment but without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

3.00%

		Real Estate Taxes Paid													
Year		Assessed Value (\$)			0.6129	0.2413	0.1990	0.1177	0.1177	0.0300	0.0463	4.1361	0.0489	5.5499	
					Greene			Greene			County				
Plan	Calendar	Land	Imp.	Total	City of Springfield	County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	Seniors' Services	Commercial Sur Tax	Tax Paid
1	2020	9,671	132,829	142,500	873.38	343.85	283.58	167.72	167.72	42.75	65.98	5,893.94	69.68	-	7,908.61
2	2021	9,671	132,829	142,500	873.38	343.85	283.58	167.72	167.72	42.75	65.98	5,893.94	69.68	-	7,908.61
3	2022	9,961	136,814	146,775	899.58	354.17	292.08	172.75	172.75	44.03	67.96	6,070.76	71.77	-	8,145.87
4	2023	9,961	136,814	146,775	899.58	354.17	292.08	172.75	172.75	44.03	67.96	6,070.76	71.77	-	8,145.87
5	2024	10,260	140,918	151,178	926.57	364.79	300.84	177.94	177.94	45.35	70.00	6,252.88	73.93	-	8,390.24
6	2025	10,260	140,918	151,178	926.57	364.79	300.84	177.94	177.94	45.35	70.00	6,252.87	73.93	-	8,390.23
7	2026	10,568	145,146	155,713	954.37	375.74	309.87	183.27	183.27	46.71	72.10	6,440.46	76.14	-	8,641.93
8	2027	10,568	145,146	155,713	954.36	375.74	309.87	183.27	183.27	46.71	72.10	6,440.45	76.14	-	8,641.92
9	2028	10,885	149,500	160,385	983.00	387.01	319.17	188.77	188.77	48.12	74.26	6,633.70	78.43	-	8,901.23
10	2029	10,885	149,500	160,385	983.00	387.01	319.17	188.77	188.77	48.12	74.26	6,633.68	78.43	-	8,901.21
		TOTAL			9,273.81	3,651.12	3,011.07	1,780.92	1,780.92	453.93	700.57	62,583.45	739.91	-	83,975.70

EAST CHERRY POCKET NEIGHBORHOOD

Tax Impact Analysis

Projected Tax Revenue with Redevelopment and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes 3.00%

Estimated Abatement 100.00%

		Real Estate Taxes Paid													
Year		Assessed Value (\$)			0.6129	0.2413	0.1990	0.1177	0.1177	0.0300	0.0463	4.1361	0.0489	5.5499	
					County										
Plan	Calendar	Land	Imp.	Total	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R. 12	Seniors' Services	Commercial Sur Tax	Tax Paid
1	2020	9,680	132,829	142,509	59.33	23.36	19.26	11.39	11.39	2.90	4.48	400.37	4.73	-	537.23
2	2021	9,680	132,829	142,509	59.33	23.36	19.26	11.39	11.39	2.90	4.48	400.37	4.73	-	537.23
3	2022	9,970	136,814	146,784	61.11	24.06	19.84	11.74	11.74	2.99	4.62	412.39	4.88	-	553.35
4	2023	9,970	136,814	146,784	61.11	24.06	19.84	11.73	11.73	2.99	4.62	412.37	4.88	-	553.33
5	2024	10,269	140,918	151,188	62.94	24.78	20.44	12.09	12.09	3.08	4.75	424.74	5.02	-	569.92
6	2025	10,269	140,918	151,187	62.94	24.78	20.44	12.09	12.09	3.08	4.75	424.74	5.02	-	569.92
7	2026	10,577	145,146	155,723	64.83	25.52	21.05	12.45	12.45	3.17	4.90	437.48	5.17	-	587.02
8	2027	10,577	145,146	155,713	64.83	25.52	21.05	12.45	12.45	3.17	4.90	437.48	5.17	-	587.01
9	2028	10,894	149,500	160,395	66.77	26.29	21.68	12.82	12.82	3.27	5.04	450.60	5.33	-	604.62
10	2029	10,894	149,500	160,394	66.77	26.29	21.68	12.82	12.82	3.27	5.04	450.59	5.33	-	604.61
TOTAL					629.94	248.01	204.53	120.97	120.97	30.83	47.59	4,251.12	50.26	-	5,704.24
11	2030	11,221	153,985	165,206	1012.55	398.64	328.76	194.45	194.45	49.56	76.49	6833.08	80.79		9168.76

EAST CHERRY POCKET NEIGHBORHOOD
Tax Impact Analysis

Jurisdiction	Tax Revenue			
	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Jurisdiction (Years 1-10)	With Redevelopment Year 11
City of Springfield	\$ 581.52	\$ 629.94	\$ 48.42	\$ 1,012.55
Springfield -- Greene County Library	\$ 228.95	\$ 248.01	\$ 19.06	\$ 398.64
Ozarks Technical College	\$ 188.81	\$ 204.53	\$ 15.72	\$ 328.76
Greene County	\$ 111.67	\$ 120.97	\$ 9.30	\$ 194.95
Road & Bridge	\$ 111.67	\$ 120.97	\$ 9.30	\$ 194.95
State of Missouri	\$ 28.49	\$ 30.83	\$ 2.34	\$ 49.56
Sheltered Workshop	\$ 43.93	\$ 47.59	\$ 3.66	\$ 76.49
Springfield R-12	\$ 3,924.33	\$ 4,251.12	\$ 326.79	\$ 6,833.08
County Seniors' Services	\$ 46.40	\$ 50.26	\$ 3.86	\$ 80.79
Commercial SurTax	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5,265.77	\$ 5,704.22	\$ 438.45	\$ 9,169.77
10 Year Avg.	<u>\$ 526.58</u>			<u>\$ 8,643.19</u>
				(Additional Tax Revenue Year 11 if Developed)

Pro Forma for the East Cherry Pocket Neighborhood Development Area

	Year 1		Year 2		Year 3		Year 4	
	2020 Projections	2020 w/Abatement	2021 Projections	2021 w/Abatement	2022 Projections	2022 w/Abatement	2023 Projections	2023 w/Abatement
INCOME:								
Gross Rents	\$144,000.00	\$144,000.00	\$146,880.00	\$146,880.00	\$149,817.60	\$149,817.60	\$152,813.95	\$152,813.95
Less Vacancy	\$7,200.00	\$7,200.00	\$7,344.00	\$7,344.00	\$7,490.88	\$7,490.88	\$7,640.70	\$7,640.70
Other Revenue	\$2,000.00	\$2,000.00	\$2,040.00	\$2,040.00	\$2,080.80	\$2,080.80	\$2,122.42	\$2,122.42
GROSS INCOME:	\$138,800.00	\$138,800.00	\$141,576.00	\$141,576.00	\$144,407.52	\$144,407.52	\$147,295.67	\$147,295.67
EXPENSES:								
Utilities	\$1,200.00	\$1,200.00	\$1,217.55	\$1,217.55	\$1,241.90	\$1,241.90	\$1,266.74	\$1,266.74
RE Taxes	\$7,908.61	\$537.23	\$7,908.61	\$537.23	\$8,145.87	\$553.35	\$8,145.87	\$553.35
Trash	\$840.00	\$840.00	\$863.61	\$863.61	\$880.89	\$880.89	\$898.50	\$898.50
Administrative	\$720.00	\$720.00	\$736.20	\$736.20	\$750.92	\$750.92	\$765.94	\$765.94
Insurance	\$3,000.00	\$3,000.00	\$3,058.04	\$3,058.04	\$3,119.20	\$3,119.20	\$3,181.59	\$3,181.59
Oper., Lawn, Snow, Maint.	\$6,000.00	\$6,000.00	\$6,116.08	\$6,116.08	\$6,238.40	\$6,238.40	\$6,363.17	\$6,363.17
Property Management	\$13,680.00	\$13,680.00	\$13,959.39	\$13,959.39	\$14,238.58	\$14,238.58	\$14,523.35	\$14,523.35
Leasing	\$900.00	\$900.00	\$920.24	\$920.24	\$938.65	\$938.65	\$957.42	\$957.42
Accounting	\$1,000.00	\$1,000.00	\$1,019.35	\$1,019.35	\$1,039.73	\$1,039.73	\$1,060.53	\$1,060.53
Advertisements	\$500.00	\$500.00	\$509.67	\$509.67	\$519.87	\$519.87	\$530.26	\$530.26
Capital Reserves	\$3,000.00	\$3,000.00	\$3,058.04	\$3,058.04	\$3,119.20	\$3,119.20	\$3,181.59	\$3,181.59
TOTAL EXPENSES:	\$38,748.61	\$31,377.23	\$39,366.80	\$31,995.42	\$40,233.22	\$32,640.70	\$40,874.97	\$33,282.45
NET OPERATING INCOME:	\$100,051.39	\$107,422.77	\$102,209.20	\$109,580.58	\$104,174.30	\$111,766.82	\$106,420.70	\$114,013.22
Less Debt Service*:	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00
CASH FLOW	\$3,911.39	\$11,282.77	\$6,069.20	\$13,440.58	\$8,034.30	\$15,626.82	\$10,280.70	\$17,873.22
Cash-on-Cash Return	0.02	0.07	0.04	0.08	0.05	0.10	0.06	0.11
LTV	82.73%	77.06%	80.99%	75.54%	79.46%	74.06%	77.78%	72.60%
Debt-Service Ratio	1.04	1.12	1.06	1.14	1.08	1.16	1.11	1.19
Market Value	\$1,539,252.15	\$1,652,658.00	\$1,572,449.27	\$1,685,855.12	\$1,602,681.52	\$1,719,489.52	\$1,637,241.58	\$1,754,049.58

(assumes a 6.5% CAP rate)

*Debt Service

Borrower Equity	\$160,764.00	Rate	5.75%			
Loan Amount	\$1,273,500.00	Amort.	25 Years Monthly Pmt.	\$8,012 Annual Pmt.	\$96,140	

Return Analysis follows this Pro Forma
after Year 2020 stabilization

Annual Rent Increase	2.00%	Trash	0.61%	Leasing	0.65%
Vacancy Loss	5.00%	Administrative	0.52%	Accounting	0.72%
Utilities	0.86%	Insurance	2.16%	Advert.	0.36%
Property Mgmt.	9.86%	Oper., Maint.	4.32%	Capital Res.	2.16%

Pro Forma for the East Cherry Pocket Neighborhood Development Area

Year 5		Year 6		Year 7		Year 8	
2024 Projections	2024 w/Abatement	2025 Projections	2025 w/Abatement	2026 Projections	2026 w/Abatement	2027 Projections	2027 w/Abatement
\$155,870.23	\$155,870.23	\$158,987.64	\$158,987.64	\$162,167.39	\$162,167.39	\$165,410.74	\$165,410.74
\$7,793.51	\$7,793.51	\$7,949.38	\$7,949.38	\$8,108.37	\$8,108.37	\$8,270.54	\$8,270.54
\$2,164.86	\$2,164.86	\$2,208.16	\$2,208.16	\$2,252.32	\$2,252.32	\$2,297.37	\$2,297.37
\$150,241.58	\$150,241.58	\$153,246.42	\$153,246.42	\$156,311.34	\$156,311.34	\$159,437.57	\$159,437.57
\$1,292.08	\$1,292.08	\$1,317.92	\$1,317.92	\$1,344.28	\$1,344.28	\$1,371.16	\$1,371.16
\$8,390.24	\$569.92	\$8,390.24	\$569.92	\$8,641.93	\$587.02	\$8,641.93	\$587.02
\$916.47	\$916.47	\$934.80	\$934.80	\$953.50	\$953.50	\$972.57	\$972.57
\$781.26	\$781.26	\$796.88	\$796.88	\$812.82	\$812.82	\$829.08	\$829.08
\$3,245.22	\$3,245.22	\$3,310.12	\$3,310.12	\$3,376.33	\$3,376.33	\$3,443.85	\$3,443.85
\$6,490.44	\$6,490.44	\$6,620.25	\$6,620.25	\$6,752.65	\$6,752.65	\$6,887.70	\$6,887.70
\$14,813.82	\$14,813.82	\$15,110.10	\$15,110.10	\$15,412.30	\$15,412.30	\$15,720.54	\$15,720.54
\$976.57	\$976.57	\$996.10	\$996.10	\$1,016.02	\$1,016.02	\$1,036.34	\$1,036.34
\$1,081.74	\$1,081.74	\$1,103.37	\$1,103.37	\$1,125.44	\$1,125.44	\$1,147.95	\$1,147.95
\$540.87	\$540.87	\$551.69	\$551.69	\$562.72	\$562.72	\$573.98	\$573.98
\$3,245.22	\$3,245.22	\$3,310.12	\$3,310.12	\$3,376.33	\$3,376.33	\$3,443.85	\$3,443.85
\$41,773.92	\$33,953.60	\$42,441.59	\$34,621.27	\$43,374.31	\$35,319.40	\$44,068.96	\$36,014.05
\$108,467.66	\$116,287.98	\$110,804.82	\$118,625.14	\$112,937.03	\$120,991.94	\$115,368.61	\$123,423.52
\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00	\$96,140.00
\$12,327.66	\$20,147.98	\$14,664.82	\$22,485.14	\$16,797.03	\$24,851.94	\$19,228.61	\$27,283.52
0.08	0.13	0.09	0.14	0.10	0.15	0.12	0.17
76.32%	71.18%	74.71%	69.78%	73.30%	68.42%	71.75%	67.07%
1.13	1.21	1.15	1.23	1.17	1.26	1.20	1.28
\$1,668,733.29	\$1,789,045.91	\$1,704,689.57	\$1,825,002.18	\$1,737,492.82	\$1,861,414.51	\$1,774,901.73	\$1,898,823.42

Return Analysis follows this Pro Forma
after Year 2020 stabilization

Pro Forma for the East Cherry Pocket Neighborhood Development Area

Year 9		Year 10	
2028 Projections	2028 w/Abatement	2029 Projections	2029 w/Abatement
\$168,718.95	\$168,718.95	\$172,093.33	\$172,093.33
\$8,435.95	\$8,435.95	\$8,604.67	\$8,604.67
\$2,343.32	\$2,343.32	\$2,390.19	\$2,390.19
\$162,626.32	\$162,626.32	\$165,878.85	\$165,878.85
\$1,398.59	\$1,398.59	\$1,426.56	\$1,426.56
\$8,901.23	\$604.62	\$8,901.23	\$604.62
\$992.02	\$992.02	\$1,011.86	\$1,011.86
\$845.66	\$845.66	\$862.57	\$862.57
\$3,512.73	\$3,512.73	\$3,582.98	\$3,582.98
\$7,025.46	\$7,025.46	\$7,165.97	\$7,165.97
\$16,034.96	\$16,034.96	\$16,355.65	\$16,355.65
\$1,057.07	\$1,057.07	\$1,078.21	\$1,078.21
\$1,170.91	\$1,170.91	\$1,194.33	\$1,194.33
\$585.45	\$585.45	\$597.16	\$597.16
\$3,512.73	\$3,512.73	\$3,582.98	\$3,582.98
\$45,036.80	\$36,740.19	\$45,759.51	\$37,462.90
\$117,589.52	\$125,886.13	\$120,119.34	\$128,415.95
\$88,577.00	\$88,577.00	\$88,577.00	\$88,577.00
\$29,012.52	\$37,309.13	\$31,542.34	\$39,838.95
0.18	0.23	0.20	0.25
70.40%	65.76%	68.91%	64.46%
1.33	1.42	1.36	1.45
\$1,809,069.59	\$1,936,709.74	\$1,847,989.82	\$1,975,629.98

Return Analysis follows this Pro Forma
after Year 2019 stabilization

Return Analysis

Cash-on-Cash Return (without Abatement)		
	Construction	Year 1
Initial Equity/Residual Value	(160,764)	
Cash Flow		3,911
Total Cash Flow	(160,764)	3,911
Cumulative Cash Flow	(160,764)	(156,853)
Cumulative Cash-on-Cash Return at Stabilization		-97.57%
Year 1 Cash-on-Cash Return		0.04

Cash-on-Cash Return (with Abatement)		
	Construction	Year 1
Initial Equity/Residual Value	(160,764)	
Cash Flow		11,283
Total Cash Flow	(160,764)	11,283
Cumulative Cash Flow	(160,764)	(149,481)
Cumulative Cash-on-Cash Return at Stabilization		-92.98%
Year 1 Cash-on-Cash Return		0.07

East Cherry Pocket Neighborhood

Loan Amount	\$1,273,500.00
Term (Months)	300
Interest Rate	5.750%
Monthly Payment	(\$8,011.67)
Annual Payment	(\$96,140.04)

Month	Total Pmt.	Int. Rate	Int. Pmt.	Prin. Pmt.	Prin. Balance
Beg. Balance					\$1,120,000.00
1	\$8,011.67	5.75%	\$5,366.67	\$2,645.00	\$1,117,355.00
2	\$8,011.67	5.75%	\$5,353.99	\$2,657.68	\$1,114,697.32
3	\$8,011.67	5.75%	\$5,341.26	\$2,670.41	\$1,112,026.91
4	\$8,011.67	5.75%	\$5,328.46	\$2,683.21	\$1,109,343.70
5	\$8,011.67	5.75%	\$5,315.61	\$2,696.06	\$1,106,647.63
6	\$8,011.67	5.75%	\$5,302.69	\$2,708.98	\$1,103,938.65
7	\$8,011.67	5.75%	\$5,289.71	\$2,721.96	\$1,101,216.69
8	\$8,011.67	5.75%	\$5,276.66	\$2,735.01	\$1,098,481.68
9	\$8,011.67	5.75%	\$5,263.56	\$2,748.11	\$1,095,733.57
10	\$8,011.67	5.75%	\$5,250.39	\$2,761.28	\$1,092,972.29
11	\$8,011.67	5.75%	\$5,237.16	\$2,774.51	\$1,090,197.78
12	\$8,011.67	5.75%	\$5,223.86	\$2,787.81	\$1,087,409.97
13	\$8,011.67	5.75%	\$5,210.51	\$2,801.16	\$1,084,608.81
14	\$8,011.67	5.75%	\$5,197.08	\$2,814.59	\$1,081,794.22
15	\$8,011.67	5.75%	\$5,183.60	\$2,828.07	\$1,078,966.15
16	\$8,011.67	5.75%	\$5,170.05	\$2,841.62	\$1,076,124.52
17	\$8,011.67	5.75%	\$5,156.43	\$2,855.24	\$1,073,269.28
18	\$8,011.67	5.75%	\$5,142.75	\$2,868.92	\$1,070,400.36
19	\$8,011.67	5.75%	\$5,129.00	\$2,882.67	\$1,067,517.70
20	\$8,011.67	5.75%	\$5,115.19	\$2,896.48	\$1,064,621.21
21	\$8,011.67	5.75%	\$5,101.31	\$2,910.36	\$1,061,710.85
22	\$8,011.67	5.75%	\$5,087.36	\$2,924.31	\$1,058,786.55
23	\$8,011.67	5.75%	\$5,073.35	\$2,938.32	\$1,055,848.23
24	\$8,011.67	5.75%	\$5,059.27	\$2,952.40	\$1,052,895.83
25	\$8,011.67	5.75%	\$5,045.13	\$2,966.54	\$1,049,929.29
26	\$8,011.67	5.75%	\$5,030.91	\$2,980.76	\$1,046,948.53
27	\$8,011.67	5.75%	\$5,016.63	\$2,995.04	\$1,043,953.49
28	\$8,011.67	5.75%	\$5,002.28	\$3,009.39	\$1,040,944.10
29	\$8,011.67	5.75%	\$4,987.86	\$3,023.81	\$1,037,920.28
30	\$8,011.67	5.75%	\$4,973.37	\$3,038.30	\$1,034,881.98
31	\$8,011.67	5.75%	\$4,958.81	\$3,052.86	\$1,031,829.12
32	\$8,011.67	5.75%	\$4,944.18	\$3,067.49	\$1,028,761.63
33	\$8,011.67	5.75%	\$4,929.48	\$3,082.19	\$1,025,679.44
34	\$8,011.67	5.75%	\$4,914.71	\$3,096.96	\$1,022,582.49
35	\$8,011.67	5.75%	\$4,899.87	\$3,111.80	\$1,019,470.69

36	\$8,011.67	5.75%	\$4,884.96	\$3,126.71	\$1,016,343.99
37	\$8,011.67	5.75%	\$4,869.98	\$3,141.69	\$1,013,202.30
38	\$8,011.67	5.75%	\$4,854.93	\$3,156.74	\$1,010,045.56
39	\$8,011.67	5.75%	\$4,839.80	\$3,171.87	\$1,006,873.69
40	\$8,011.67	5.75%	\$4,824.60	\$3,187.07	\$1,003,686.62
41	\$8,011.67	5.75%	\$4,809.33	\$3,202.34	\$1,000,484.28
42	\$8,011.67	5.75%	\$4,793.99	\$3,217.68	\$997,266.60
43	\$8,011.67	5.75%	\$4,778.57	\$3,233.10	\$994,033.50
44	\$8,011.67	5.75%	\$4,763.08	\$3,248.59	\$990,784.91
45	\$8,011.67	5.75%	\$4,747.51	\$3,264.16	\$987,520.75
46	\$8,011.67	5.75%	\$4,731.87	\$3,279.80	\$984,240.95
47	\$8,011.67	5.75%	\$4,716.15	\$3,295.52	\$980,945.43
48	\$8,011.67	5.75%	\$4,700.36	\$3,311.31	\$977,634.12
49	\$8,011.67	5.75%	\$4,684.50	\$3,327.17	\$974,306.95
50	\$8,011.67	5.75%	\$4,668.55	\$3,343.12	\$970,963.84
51	\$8,011.67	5.75%	\$4,652.54	\$3,359.13	\$967,604.70
52	\$8,011.67	5.75%	\$4,636.44	\$3,375.23	\$964,229.47
53	\$8,011.67	5.75%	\$4,620.27	\$3,391.40	\$960,838.07
54	\$8,011.67	5.75%	\$4,604.02	\$3,407.65	\$957,430.41
55	\$8,011.67	5.75%	\$4,587.69	\$3,423.98	\$954,006.43
56	\$8,011.67	5.75%	\$4,571.28	\$3,440.39	\$950,566.04
57	\$8,011.67	5.75%	\$4,554.80	\$3,456.87	\$947,109.17
58	\$8,011.67	5.75%	\$4,538.23	\$3,473.44	\$943,635.73
59	\$8,011.67	5.75%	\$4,521.59	\$3,490.08	\$940,145.64
60	\$8,011.67	5.75%	\$4,504.86	\$3,506.81	\$936,638.84
61	\$8,011.67	5.75%	\$4,488.06	\$3,523.61	\$933,115.23
62	\$8,011.67	5.75%	\$4,471.18	\$3,540.49	\$929,574.74
63	\$8,011.67	5.75%	\$4,454.21	\$3,557.46	\$926,017.28
64	\$8,011.67	5.75%	\$4,437.17	\$3,574.50	\$922,442.78
65	\$8,011.67	5.75%	\$4,420.04	\$3,591.63	\$918,851.14
66	\$8,011.67	5.75%	\$4,402.83	\$3,608.84	\$915,242.30
67	\$8,011.67	5.75%	\$4,385.54	\$3,626.13	\$911,616.17
68	\$8,011.67	5.75%	\$4,368.16	\$3,643.51	\$907,972.66
69	\$8,011.67	5.75%	\$4,350.70	\$3,660.97	\$904,311.69
70	\$8,011.67	5.75%	\$4,333.16	\$3,678.51	\$900,633.18
71	\$8,011.67	5.75%	\$4,315.53	\$3,696.14	\$896,937.05
72	\$8,011.67	5.75%	\$4,297.82	\$3,713.85	\$893,223.20
73	\$8,011.67	5.75%	\$4,280.03	\$3,731.64	\$889,491.56
74	\$8,011.67	5.75%	\$4,262.15	\$3,749.52	\$885,742.03
75	\$8,011.67	5.75%	\$4,244.18	\$3,767.49	\$881,974.54
76	\$8,011.67	5.75%	\$4,226.13	\$3,785.54	\$878,189.00
77	\$8,011.67	5.75%	\$4,207.99	\$3,803.68	\$874,385.32
78	\$8,011.67	5.75%	\$4,189.76	\$3,821.91	\$870,563.41
79	\$8,011.67	5.75%	\$4,171.45	\$3,840.22	\$866,723.19
80	\$8,011.67	5.75%	\$4,153.05	\$3,858.62	\$862,864.57
81	\$8,011.67	5.75%	\$4,134.56	\$3,877.11	\$858,987.46
82	\$8,011.67	5.75%	\$4,115.98	\$3,895.69	\$855,091.77

83	\$8,011.67	5.75%	\$4,097.31	\$3,914.36	\$851,177.42
84	\$8,011.67	5.75%	\$4,078.56	\$3,933.11	\$847,244.31
85	\$8,011.67	5.75%	\$4,059.71	\$3,951.96	\$843,292.35
86	\$8,011.67	5.75%	\$4,040.78	\$3,970.89	\$839,321.45
87	\$8,011.67	5.75%	\$4,021.75	\$3,989.92	\$835,331.53
88	\$8,011.67	5.75%	\$4,002.63	\$4,009.04	\$831,322.49
89	\$8,011.67	5.75%	\$3,983.42	\$4,028.25	\$827,294.24
90	\$8,011.67	5.75%	\$3,964.12	\$4,047.55	\$823,246.69
91	\$8,011.67	5.75%	\$3,944.72	\$4,066.95	\$819,179.75
92	\$8,011.67	5.75%	\$3,925.24	\$4,086.43	\$815,093.31
93	\$8,011.67	5.75%	\$3,905.66	\$4,106.01	\$810,987.30
94	\$8,011.67	5.75%	\$3,885.98	\$4,125.69	\$806,861.61
95	\$8,011.67	5.75%	\$3,866.21	\$4,145.46	\$802,716.15
96	\$8,011.67	5.75%	\$3,846.35	\$4,165.32	\$798,550.83
97	\$8,011.67	5.75%	\$3,826.39	\$4,185.28	\$794,365.55
98	\$8,011.67	5.75%	\$3,806.33	\$4,205.34	\$790,160.21
99	\$8,011.67	5.75%	\$3,786.18	\$4,225.49	\$785,934.73
100	\$8,011.67	5.75%	\$3,765.94	\$4,245.73	\$781,688.99
101	\$8,011.67	5.75%	\$3,745.59	\$4,266.08	\$777,422.92
102	\$8,011.67	5.75%	\$3,725.15	\$4,286.52	\$773,136.40
103	\$8,011.67	5.75%	\$3,704.61	\$4,307.06	\$768,829.34
104	\$8,011.67	5.75%	\$3,683.97	\$4,327.70	\$764,501.64
105	\$8,011.67	5.75%	\$3,663.24	\$4,348.43	\$760,153.21
106	\$8,011.67	5.75%	\$3,642.40	\$4,369.27	\$755,783.94
107	\$8,011.67	5.75%	\$3,621.46	\$4,390.21	\$751,393.74
108	\$8,011.67	5.75%	\$3,600.43	\$4,411.24	\$746,982.49
109	\$8,011.67	5.75%	\$3,579.29	\$4,432.38	\$742,550.12
110	\$8,011.67	5.75%	\$3,558.05	\$4,453.62	\$738,096.50
111	\$8,011.67	5.75%	\$3,536.71	\$4,474.96	\$733,621.54
112	\$8,011.67	5.75%	\$3,515.27	\$4,496.40	\$729,125.14
113	\$8,011.67	5.75%	\$3,493.72	\$4,517.95	\$724,607.19
114	\$8,011.67	5.75%	\$3,472.08	\$4,539.59	\$720,067.60
115	\$8,011.67	5.75%	\$3,450.32	\$4,561.35	\$715,506.25
116	\$8,011.67	5.75%	\$3,428.47	\$4,583.20	\$710,923.05
117	\$8,011.67	5.75%	\$3,406.51	\$4,605.16	\$706,317.89
118	\$8,011.67	5.75%	\$3,384.44	\$4,627.23	\$701,690.66
119	\$8,011.67	5.75%	\$3,362.27	\$4,649.40	\$697,041.26
120	\$8,011.67	5.75%	\$3,339.99	\$4,671.68	\$692,369.58

SOURCES & USES OF FUNDS	
USE OF FUNDS (Based on Development Budget)	
Acquisition Cost (1361 & 1365 E. Cherry)	\$ 215,000.00
Soft Cost - Renovation	\$ 226,000.00
Hard Cost - Renovation	\$ 993,264.00
Cobined Total Cost	\$ 1,434,264.00
SOURCES OF FUNDS	
Other Equity	\$ 160,764.00
Construction Loan - Simmons Bank*	\$ 1,273,500.00
Total Loans + Equity	\$ 1,434,264.00
*Construction Loan based on Term Sheet: 6.24% fixed for 5 years with 25 year amortization.	

9/21/2018

Kelly Byrne
4319 S National #126
Springfield MO 65810

RE: 1361-1365 E Cherry "Pocket Neighborhood"
Loan Structure - Construction to Term Financing

To Whom It May Concern,

Based on financial and other information provided as of this date, I have outlined a general proposal for discussion purposes only which outlines the terms of the proposed "Pocket Neighborhood" development.

Construction Loan Maximum Loan-to-Value Ratio (LTV)

Generally, on a commercial construction loan, the LTV should not to exceed 80% of appraised value or cost, whichever is less. However, this limit may be increased up to 90% of cost or 80% of appraised value, whichever is less if the minimum debt service coverage ratio (DSC) for the project is at least 1.30x based on a 20-year amortization.

General Guideline – Maximum Duration

The construction period shall be for either 24 months from the date of closing or 6 months from the issuance of the Certificate of Occupancy, whichever is less.

Stabilization Period

A stabilization period may be provided beyond the end of the construction period. The conditions under which a stabilization period may be provided are as follows:

- During the stabilization period, the loan should be payable in monthly payments of interest only.
- A stabilization period shall be based on an objective measurement such as total occupancy or DSC.
- Stabilization period shall end upon the earlier of the following:
 - Stabilization of the subject property; or
 - The end of twelve (12) months following the end of the construction period.

Term Loan

At consummation the loan will be structured as a construction loan to automatically convert to a term loan, once the stabilization period is met.

Amortization

Once the stabilization period is met, the bank would consider an amortization period of 25 years.

**Interest Rate**

The interest rate is subject to multiple factors including but not limited to: borrower financial strength, guarantor financial strength, LTV and the date of loan closing. Based on the information the bank has at this point the interest rate would be 6.24% fixed for 5 years.

Minimum DSC Requirement

Generally, the subject project should have a minimum DSC of 1.20x.

Based upon the below assumptions, the estimated monthly payment would equate to \$7,382 per month.

Assumptions:

- The total cost estimate \$1,400,000
- 80% LTV
- 25-year amortization
- 6.24% interest rate

Based on the pro-forma information the bank has at this time the projected DSC for this project would equate to 1.17x. It would be expected that the borrower be able to mitigate this shortfall with additional cash equity or assemble a reasonable revised project budget that would equate to a lower cost for the project.

This proposal shall not be construed as a commitment, representation or binding contract and no cause of action shall arise as a result of this proposal. Any future commitment that may be issued by Simmons Bank will be subject to satisfactory conclusion of the bank's due diligence, completion of the bank's credit underwriting process, and requisite approval by the bank's credit authorities. This information is intended for discussion purposes only and is offered by Simmons Bank as a preliminary indication of interest.

Regards,

Christian Lewis, VP
Simmons Bank

EXHIBIT “F”

Estimated Project Budget

Project Budget		
Line Item	Cost	Cost Breakdown
Land with abatement	#####	Land
Appraisal	\$5,500.00	\$215,000.00
Closing Costs	\$8,500.00	Est. Soft Costs
Architects	\$32,000.00	\$226,000.00
Interior Design	\$5,000.00	Est. Hard Costs
Site Work	\$5,000.00	\$993,264.00
Demo	\$35,200.00	Total Cost
Buyout for Sewer	\$6,000.00	\$1,434,264.00
Taxes	\$2,000.00	
Construction Costs	#####	
Change Orders	\$10,000.00	
Signage	\$1,500.00	
F, F&E	\$5,000.00	
Legal and Professional Fees	\$35,000.00	
Accounting	\$1,000.00	
Insurance	\$3,000.00	
Marketing	\$1,500.00	
Development Fee	\$50,000.00	
Pre Development Holding	\$25,000.00	
Construction Interest	\$25,000.00	
Lease Up Carry	\$25,000.00	
Total Cost	#####	
Cost/Sq. Ft.	\$124.31	
Cost/Unit	#####	
*Total Cost (not including land and demo	#####	
Cost/Sq. Ft.	\$105.67	
Cost/Unit	#####	
*This estimate reconciles with the appraisal (p. 44-46) provided with the application.		

Exhibit “G”

Appraisal

[Provided Under Separate Cover]

Exhibit 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Redevelopment Agreement

Date of Document: _____, 20____

Grantor: City of Springfield, a municipal corporation

Grantee: _____

Legal Description: See Exhibit A attached hereto.

Please return recorded
document to: City of Springfield
 Planning and Development Department
 P.O. Box 8368
 840 N. Boonville Ave. Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Redevelopment Agreement. In the event of a conflict between the provisions of the attached Redevelopment Agreement and the provisions of this cover page, the attached Redevelopment Agreement shall prevail and control.

**REDEVELOPMENT AGREEMENT
BETWEEN**

AND

**CITY OF SPRINGFIELD, MISSOURI
FOR THE EAST CHERRY POCKET NEIGHBORHOOD REDEVELOPMENT AREA**

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on April 6, 2021 the Springfield Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Second Amended and Restated Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area; and

WHEREAS, on April 8, 2021 the Springfield Planning and Zoning Commission recommended the Second Amended and Restated Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the Springfield City Council approved Special Ordinance _____, which approved the Second Amended and Restated Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, Missouri, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Items Incorporated in this Agreement. The provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Second Amended and Restated Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Plan, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et

seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A attached hereto and incorporated herein by reference.

3. Assignment. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term "Developer" as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Redevelopment Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council ("Council") by ordinance which approval shall not be unreasonably withheld. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Redevelopment Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the Assignee. The Assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the Assignee's election to continue under the Redevelopment Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of a PILOT that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

5. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Second Amended and Restated Redevelopment Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and an opportunity to cure such material default, terminate this Agreement, including the Second Amended and Restated Redevelopment Plan, and all rights granted pursuant thereto. Said termination shall be subject to the rights, if any, to continuing partial tax abatement as provided in Section 8 of this Agreement.

6. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

With a copy to:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:

With a copy to:

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

9. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.

10. Recording. This Agreement shall be recorded by Developer in the Recorder's Office of Greene County, Missouri

11. Interpretation. In the event of any conflict between the terms of the Redevelopment Plan and this Agreement, the terms of this Agreement shall prevail.

12. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.

13. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are

incomplete and incapable of being executed in accordance with the contracting parties' intent.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____ of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the [title/position] of [name of entity], a [corporation/partnership/etc.] duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION OF REDEVELOPMENT AREA

ALL OF LOTS THIRTEEN (13) AND FOURTEEN (14), AMENDED PLAT OF RALPH WALKER'S SECOND SUBDIVISION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-27-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 111

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Cherry Street Pedestrian
2 Improvements from Fremont Avenue to Weller Avenue; accepting the
3 bid of D&E Plumbing and Heating, Inc., in the amount of \$485,044.00
4 for said improvements; and authorizing the City Manager, or his
5 designee, to enter into a contract with such bidder.
6 _____
7

8 WHEREAS, D&E Plumbing and Heating, Inc., is the lowest responsive and
9 responsible bidder for the Cherry Street Pedestrian Improvements from Fremont
10 Avenue to Weller Avenue project, #2020PW0074 (the "Project"); and
11

12 WHEREAS, the Project includes the construction of traffic calming measures and
13 improvements to pedestrian features in the project area, as depicted on "Exhibit A,"
14 which is attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from March 22, 2021, to March 27, 2021. Bids were opened on April 13, 2021.
18

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

22 Section 1 – City Council hereby approves the plans and specifications for the
23 Cherry Street Pedestrian Improvements from Fremont Avenue to Weller Avenue
24 project, #2020PW0074, and accepts the bid of D&E Plumbing and Heating, Inc., for said
25 Project, at the price and sum of \$485,044.00, except as said sum may be lawfully
26 increased or decreased by the actual quantities of work units involved.
27

28 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract with said bidder for such work, said contract to be in substantially similar form
30 to the document attached hereto, and incorporated herein by this reference, as "Exhibit
31 B," and in accordance with the terms of the bid, the plans, and the specifications.
32

33 Section 3 – All workers performing work under the contract attached hereto as
34 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
35 work of a similar character in this locality or the public works contracting minimum wage,
36 whichever is applicable. Contractor shall fully comply with the provisions and
37 requirements of the Missouri State Prevailing Wage Law. Contractors and any
38 subcontractor performing work under this contract must provide a 10-hour OSHA
39 construction safety training program, or similar program approved by the Department of
40 Labor, for on-site employees, unless employees demonstrate they previously completed
41 the program.

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

45
46 Passed at meeting: _____

47
48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56 Approved as to form: , Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-111

FILED: 04-27-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Cherry Street Pedestrian Improvements, Fremont Avenue to Weller Avenue; accepting the bid of D&E Plumbing and Heating, Inc.; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

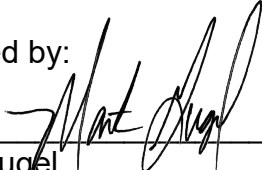
BACKGROUND INFORMATION: The project design includes the construction of traffic calming measures and improvements to pedestrian features in the project areas. Concrete islands will serve to narrow the street visually and physically, causing traffic to slow down while also reducing the crossing distance for pedestrians. Also, raised and stamped crosswalks will add traffic calming and, coupled with landscaping, will improve the area's aesthetics. City Utilities' relocation of gas and water (Exhibit A) will also be constructed to facilitate the project and needed replacement of utility infrastructure.

Bids were solicited for this project by advertising in *The Daily Events* from March 22, 2021, through March 27, 2021. Bids were opened April 13, 2021, at 10:30 a.m. with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
D&E Plumbing and Heating, Inc.	\$ 485,044.00
<u>Hunter Chase & Associates, Inc.</u>	<u>\$ 543,310.40</u>
Engineer's Estimate	\$ 470,619.00

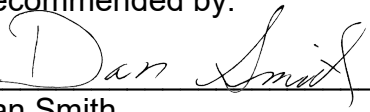
The low bid, if accepted, will be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program that is already budgeted. Utility improvements included in the project are estimated at \$315,534.00 and will be reimbursed by City Utilities, reducing the net City cost to an estimated \$169,510.00.

REMARKS: Public Works recommends acceptance of the bid of D&E Plumbing and Heating, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by: 

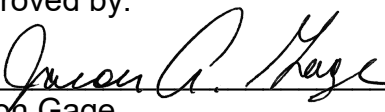
Martin Gugel
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

Exhibit A

CHERRY STREET PEDESTRIAN IMPROVEMENTS FREMONT AVENUE TO WELLER AVENUE

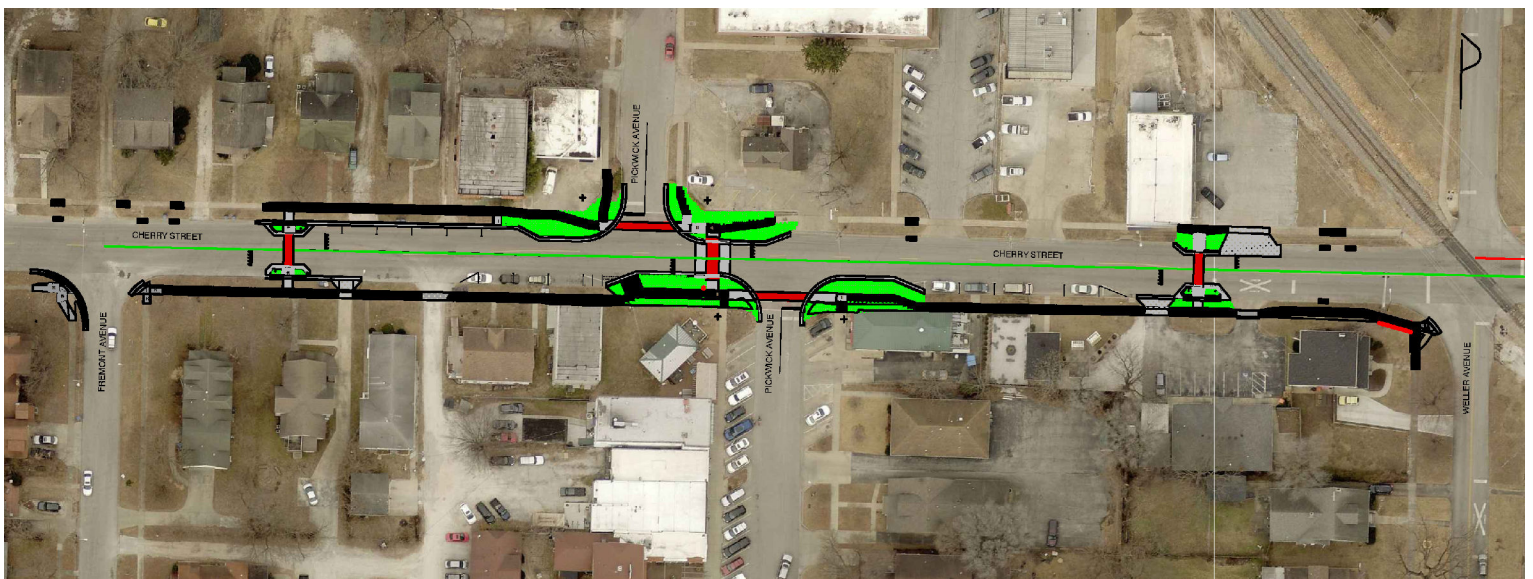
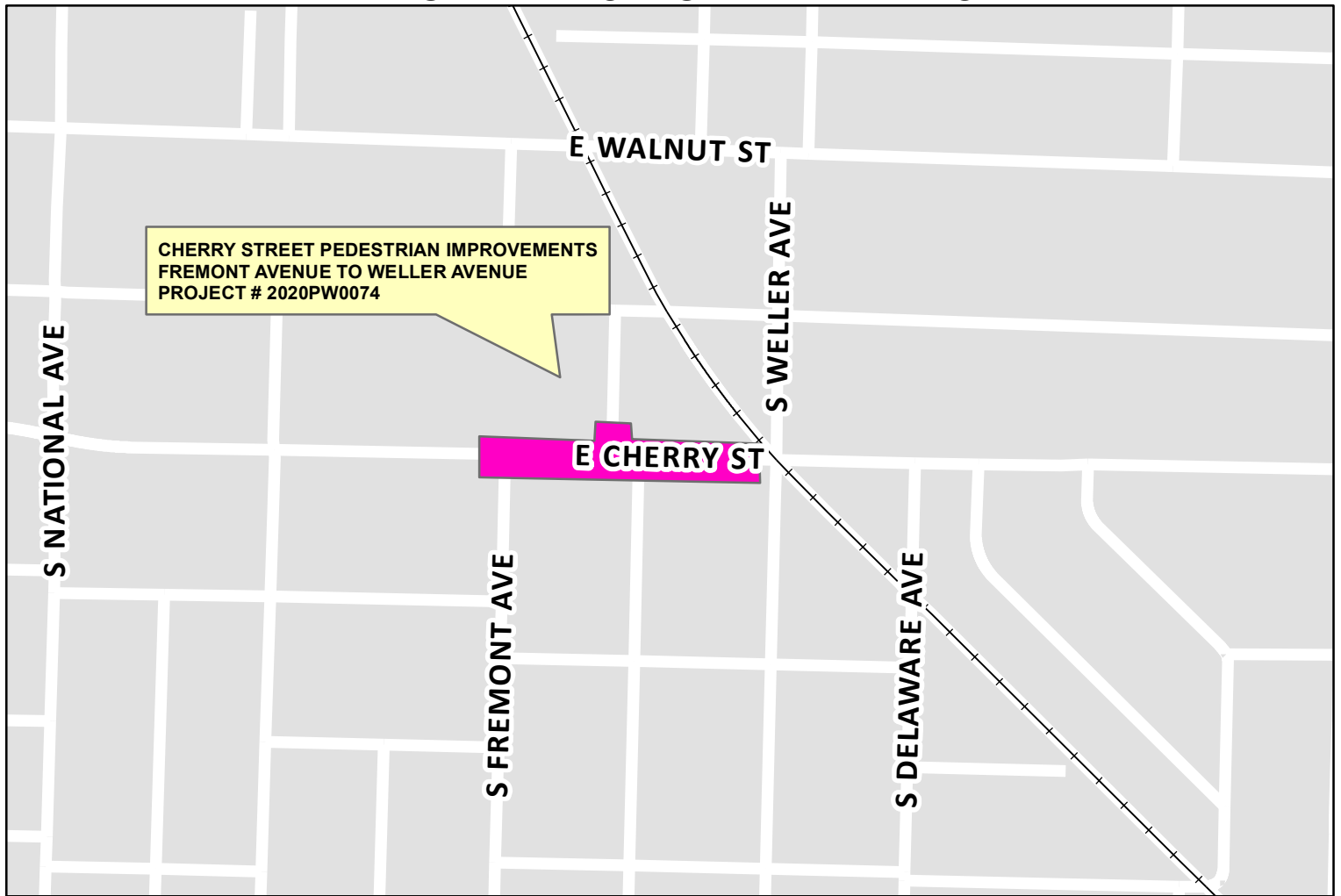


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- 1937 FAX: (417) 864-1983 ATTN: BRETT FOSTER DEPT.: PUBLIC WORKS		NAME: D & E PLUMBING AND HEATING, INC ADDRESS: 1112 N FALCON CREST NIXA, MO 65714 PHONE: 417-725-5300 FAX: ATTN: STEVE EOFF	

AGREEMENT

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

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

Cherry Street Pedestrian Improvements Fremont Avenue to Weller Avenue #2020PW0074

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **120** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to

maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor

agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$ 485,044.00 (Four hundred eighty-five thousand forty-four dollars and No cents)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Four hundred eighty-five thousand forty-four dollars and No Cents (\$485,044.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

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

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

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

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

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

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

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

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

26. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against

Israel Act, RSMo. 34.600 et.,seq. that the contractor 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.

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

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

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

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned c

Women Owned c

Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 27
Filed: 04-27-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 112

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Program-Urban Program Agreement with the Missouri
3 Highways and Transportation Commission for the purpose of funding
4 partial right-of-way and construction for the replacement of the Walnut
5 Street Bridge over Jordan Creek; and amending the budget of the
6 Department of Public Works for Fiscal Year 2020-2021, in the amount
7 of \$1,600,000 to appropriate federal Surface Transportation Block
8 Grant funds.
9 _____

10
11 WHEREAS, an Agreement has been proposed that would allow the use of
12 Surface Transportation Program ("STP") funds to reimburse the City for a portion of the
13 costs of replacing the Walnut Street Bridge over Jordan Creek; and
14

15 WHEREAS, federal Surface Transportation Block Grant funds will reimburse 80
16 percent of the eligible costs incurred by the City, in an amount not to exceed
17 \$1,600,000; and
18

19 WHEREAS, the City's 20 percent share, estimated at \$400,000, will be funded by
20 the 1/4-Cent Capital Improvements Sales Tax and is already budgeted; and
21

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

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a Missouri Highways and Transportation Commission ("MHTC") STP-Urban Program
30 Agreement, said Agreement to be in substantially the same form as the document
31 attached hereto and incorporated herein by this reference as "Exhibit 1" and to do all
32 things necessary to carry out the intent of the agreement.
33

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-
35 2021, is hereby amended in the accounts and in the amounts as shown on Budget
36 Adjustment No. 054, a copy of which is attached hereto and incorporated herein by this
37 reference as “Exhibit 2.”
38

39 Section 3 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City.
41

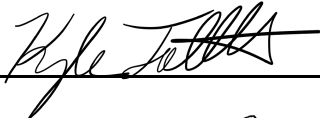
42 Section 4 – This Ordinance shall be in full force and effect from and after
43 passage.
44

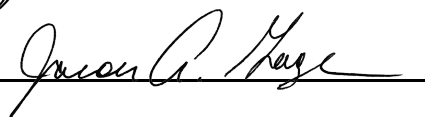
45 Passed at meeting: _____
46
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55 _____
56 Approved as to form:  _____, Assistant City Attorney
57

58 _____
59 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-112

FILED: 04-27-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation Program ("STP")-Urban Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC") for the purpose of funding partial right-of-way and construction for the replacement of the Walnut Street Bridge over Jordan Creek; and approving a budget adjustment amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of \$1,600,000 to appropriate federal Surface Transportation Block Grant ("STBG") funds.

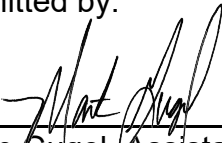
BACKGROUND INFORMATION: This project will replace the Walnut Street Bridge over Jordan Creek. The bridge replacement will include accommodations for a future trail to pass under the roadway. The STP-Urban Agreement allows for reimbursement of up to 80 percent of the right-of-way and construction costs associated with the project up to a maximum reimbursement of \$1,600,000. The City's 20 percent share, estimated at \$400,000, will be funded by the 1/4-Cent Capital Improvements Sales Tax and is already budgeted.

Supports the following City Council Priorities:

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

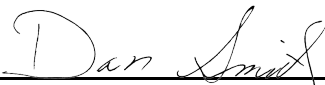
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number:	CFDA #20.205	
CFDA Title:	Highway Planning and Construction	
Award name/number:	STBG-5901(819)	TIP# SP2104
Award Year:	2021	
Federal Agency:	Federal Highway Administration, Department of Transportation	

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(819) involves replacing the Walnut St bridge over Jordan Creek and trail improvements. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(819) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Walnut St bridge over Jordan Creek and trail improvements.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$1,600,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901(819) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Andrew Flippin, City of Springfield
840 Boonville Avenue, Springfield, MO 65802

Phone # 417-864-1946 aflippin@springfieldmo.gov

- (B) To the Commission:
Chad Zickefoose, MoDOT Southwest District
3025 E Kearney St, Springfield, MO 65803
Phone # 417-895-7638 chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto,

and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Assistant Chief Engineer

Deputy City Manager

ATTEST:

ATTEST:

Secretary to the Commission

City Clerk

Approved as to Form:

Director of Finance

Commission Counsel

Contract Paralegal

Approved as to Form:

Assistant City Attorney

Ordinance No: _____

Exhibit A - Location of Project

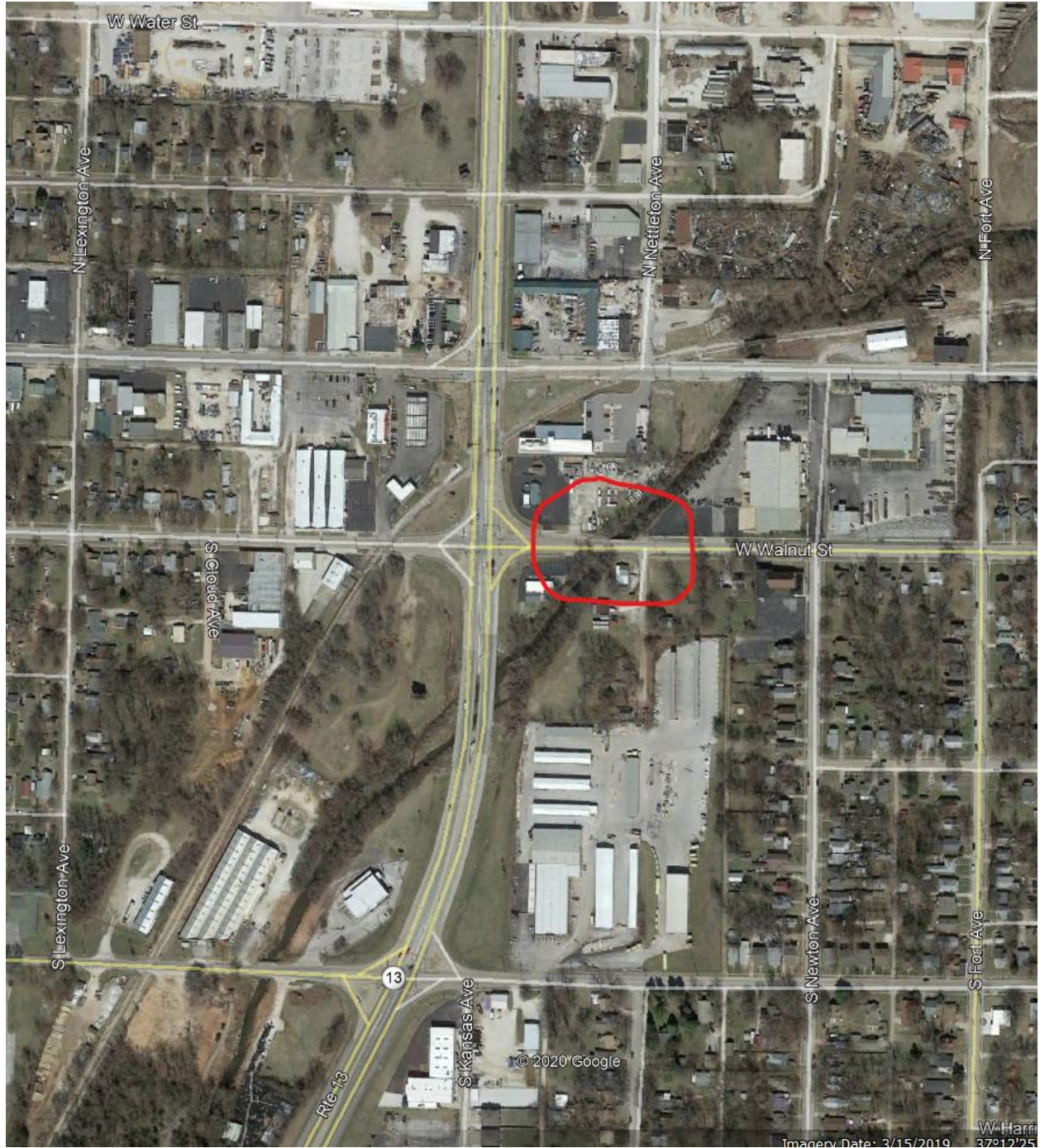


Exhibit B – Project Schedule

Project Description: STBG-5901(819) Walnut St bridge over Jordan Creek
and trail improvements

Task	Date
Date funding is made available or allocated to recipient	1/2021
Solicitation for Professional Engineering Services (advertised)	n/a
Engineering Services Contract Approved	n/a
Conceptual Study (if applicable)	n/a
Preliminary and Right-of-Way Plans Submittal (if Applicable)	6/2021
Plans, Specifications & Estimate (PS&E) Submittal	12/2022
Plans, Specifications & Estimate (PS&E) Approval	9/2023
Advertisement for Letting	12/2023
Bid Opening	1/2024
Construction Contract Award or Planning Study completed (REQUIRED)	3/2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
054

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102597	00000	\$ 1,600,000	Federal STBG Grant Revenues - Walnut Street Bridge Over Jordan Creek Improvements
Net Revenue Adjustment						\$ 1,600,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102597	00000	\$ 1,600,000	Walnut Street Bridge Over Jordan Creek Improvements
Net Expenditure Adjustment						\$ 1,600,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating federal STBG grant funds of \$1,600,000 for 80% of the City's share of estimated costs of the Walnut Street Bridge Over Jordan Creek Improvements based on the proposed STP Urban Agreement. The remaining 20% of estimated costs for the City's share (\$400,000) will be funded by the 1/4 Cent Capital Improvement Sales Tax already budgeted.

Requested By:

Dan Smith 4/28/21
Department Head Date

Approved By:

DJ Hill 4/28/21
Director of Finance Date

Authorization:

Council Bill No. 2021-112
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hmgs.
Pgs. 3
Filed: 04-27-21

Sponsored by: Hosmer

COUNCIL BILL 2021- 113 RESOLUTION

A RESOLUTION

1 CONFIRMING the appointment of Sarah Kerner to the Downtown Springfield
2 Community Improvement District Board of Directors. (Staff and the
3 Downtown Springfield Community Improvement District Board of
4 Directors recommend approval.)
5
6

7 WHEREAS, the Downtown Springfield Community Improvement District ("CID")
8 petition was approved by General Ordinance 4924 on September 7, 1999, thereby
9 establishing said CID; and
10

11 WHEREAS, the CID's petition has been amended and its term extended a
12 number of times, with its most recent extension having been approved by Special
13 Ordinance 26746 on June 21, 2016; and
14

15 WHEREAS, said petition establishes the qualifications and process for
16 appointing members of the CID Board of Directors through appointment by the Mayor
17 with confirmation by City Council; and
18

19 WHEREAS, there is presently a need to reappoint a member to the Board of
20 Directors; and
21

22 WHEREAS, the Mayor recommends the appointment of Sarah Kerner to the
23 Downtown Springfield Community Improvement District Board of Directors.
24

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

28 Section 1 – City Council hereby confirms the appointment of Sarah Kerner to the
29 Downtown Springfield Community Improvement District Board of Directors, with the
30 term to expire on December 31, 2021.
31

32 Section 2 – This Resolution shall be in full force and effect immediately upon
33 adoption.

34
35 Passed at meeting: _____

36
37 _____
38 Mayor

39
40 Attest: _____, City Clerk

41
42 Filed as Resolution _____

43
44
45 Approved as to form: Jill Burris, Assistant City Attorney

46
47
48 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-113

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment of Sarah Kerner to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Downtown Springfield Community Improvement District (CID), the City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individual be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
2	Sarah Kerner	Representative of tax-exempt real property owner in District	12/31/2021	New appointment to fill unexpired term

REMARKS: Staff and the Downtown Springfield CID Board of Directors recommend approval.

Submitted by:



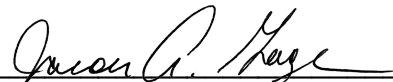
Matt D. Schaefer, AICP
Senior Planner

Recommend by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 114

FILED: 04-27-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve the appointment of Cynthia Lipscomb 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 SCCDC 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 SCCDC Board of Directors and approved by City Council.

Board members serve a six-year term and may be reappointed.

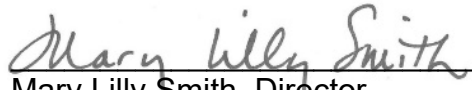
The Springfield Center City Development Corporation met on April 12, 2021, and recommended the following appointment:

- Cynthia Lipscomb to fill the unexpired term of David Coonrod (Seat 2) with term to expire September 15, 2026.

REMARKS: Staff recommends approval.

Submitted and Recommended by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager