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 17, 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. MAY 3, 2021 CITY COUNCIL MEETING AND MAY 11, 2021 SPECIAL CITY COUNCIL MEETING.**

   Documents:

   05-03-21.PDF
   05-11-21 SPECIAL CITY COUNCIL MEETING.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, MAY 14, 2021.**

4. **CEREMONIAL MATTERS.**

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

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

7. **Council Bill 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

8. **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 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

9. **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

10. **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

11. **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

12. **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

13. **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

14. **RESOLUTIONS.**

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

16. **Council Bill 2021-127 (Council)**

A general ordinance amending the Springfield City Code, Chapter 58, "Health

A general ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 Pandemic,' and replacing it with a new Article XIII, 'COVID-19 Pandemic,' to revise regulations related to the use of Face Coverings outdoors; amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 Pandemic' to be effective May 27, 2021; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

2021-127.PDF

17. **PUBLIC IMPROVEMENTS.**

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

19. **Council Bill 2021-116 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a subaward from the Missouri Department of Public Safety via Missouri State University on behalf of the Springfield Fire Department, which includes multiple pieces of equipment that will support the sustainment and operation of the Springfield Fire Department Hazardous Materials and Technical Rescue Teams and the Bomb Squad, as components of the Region D Homeland Security Regional Response System, valued at $212,253.03, from the State Homeland Security Grant Program; and declaring that this Ordinance qualifies for approval on one reading.

Documents:

2021-116.PDF

20. **Council Bill 2021-117 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into Better Utilizing Investments to Leverage Development 2019 Program Agreement with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding the Grant Avenue Parkway project; amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $20,960,822 to appropriate the federal reimbursement funds for this project; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25).

Documents:

2021-117.PDF

21. **AMENDED BILLS.**

22. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

24. **Council Bill 2021-118 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of $500,000, from the Sunderland Foundation, and through the Springfield Art Museum Foundation, to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of $500,000.

Documents:

2021-118.PDF

25. **Council Bill 2021-119 (Romine)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 237 West Mill Street as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

Documents:

2021-119.PDF

26. **Council Bill 2021-120 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 353 North Campbell Avenue as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

Documents:

2021-120.PDF

27. **Council Bill 2021-121 (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the purpose of funding construction of the Galloway Street Improvements; and amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $1,500,000 to appropriate the Governor's Transportation Cost Share funds for this project.

Documents:

2021-121.PDF

28. **Council Bill 2021-122 (Romine)**

A special ordinance approving the plans and specifications for the Central Street Phase 2 Corridor Improvements project; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of $2,168,223.80 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

2021-122.PDF

2021-122.PDF

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

Cindy Slimp wishes to address City Council.

30. **NEW BUSINESS.**

Discussion of pandemic organizational restrictions and protocol.

31. **UNFINISHED BUSINESS.**

32. **MISCELLANEOUS.**

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

34. **Council Bill 2021-123 (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting a portion of the state highway system along Lone Pine Avenue by quit-claim deed.

Documents:

2021-123.PDF

35. **Council Bill 2021-124 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to donate a 1998 Ford F150 pickup truck, #4004, to the Downtown Springfield Association for the purpose of picking up glass from Springfield businesses for recycling.

Documents:

2021-124.PDF

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

37. **Council Bill 2021-125 (Simpson)**

A resolution approving the appointment of David Havens and Curtis Jared to the Board of Directors of the Brentwood N/S Community Improvement District. (Staff recommends approval.)

Documents:

2021-125.PDF

38. **Council Bill 2021-126 (Romine)**

A resolution approving the appointment of John L. Hulston, John P. Hulston, and Carla Myers to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

2021-126.PDF

39. **CONSENT AGENDA – SECOND READING BILLS.**

40. **BOARD CONFIRMATIONS.**

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

41. **END OF CONSENT AGENDA.**

42. **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.

May 3, 2021
Springfield, Missouri

The City Council met in regular session May 3, 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. Mike Schilling, Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Matthew Simpson, and Ken McClure. Absent. None.

Minutes

The minutes of April 19, 2021 City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

Election of Mayor Pro Tempore

Councilman Ollis moved to nominate Councilman Simpson for the position of Mayor Pro Tempore.

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

Anita Cotter, City Clerk, administered the oath of office to Mayor Pro Tempore Elect, Councilman Simpson. Mayor Ken McClure congratulated Mayor Pro Tempore Simpson and thanked him for his willingness to serve the community.

City Manager Report

Jason Gage, City Manager, noted as of May 1, 2021, approximately 1,276 people have registered for the Clean Green Springfield Initiative. He further noted volunteers have removed more than 500 trash bags, constituting roughly 11 tons of trash from the City's roadways, trails, and streams. He added many volunteers have also conducted one-time roadway and stream clean-ups within the community. Mr. Gage noted these efforts have reinvigorated the City's Adopt-A-Street and Adopt-A-Stream programs. He further noted many organizations and entities have been recruited to participate on an ongoing basis for clean-up efforts within the community. He noted this past weekend, volunteers collected nearly 2 tons of trash from the Grant Avenue viaduct dump site clean-up and approximately 1 ton of trash from the Fassnight Creek Point of Pride Clean-up. Mr. Gage further noted Cora Scott, Director of Public Information and Civic Engagement, has provided a copy of a flier, which provides information about three major disposal opportunities in May 2021 for your information. He added the City and various partnering organizations are hosting an upcoming mattress drop-off event and tire disposal event on two consecutive Saturdays. Mr. Gage noted through the month of May, special discounts and a few no-cost disposal opportunities for electronic waste, such as televisions, computers, etc. will also be conducted.

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Mr. Gage noted the United States Department of Agriculture's Natural Resources Conservation Department recently announced a $2.1 million award funds for the Upper James River Watershed. He further noted these funds would go to the Watershed Committee of the Ozarks and partners to help support the protection of clean drinking water for more than 150,000 Missourians, improve the local farming economy, and help Springfield and Greene County meet federal water quality requirements, as well as improve aquatic ecosystems along the James River Headwaters. He added the City, City Utilities, and Greene County are among the local partners for the James River Headwaters Regional Conservation Partnership Program. He noted these funds would provide significant cost-share opportunities for producers and landowners within the James River Watershed upstream of Lake Springfield for activities like the following: planting trees along waterways; fencing infrastructure for prescribed grazing systems; improve wildlife cover and habitat; forest and soil health improvements; and voluntary conservation easements and land rentals.

Mr. Gage noted Paul Williams, Police Chief, has provided a copy of the Police Department's Annual Report for Council's review.

Mr. Gage noted the Springfield Firefighters and the International Association of Fire Fighters Local 152 will be conducting a vaccination clinic to help fight COVID-19 this Friday, May 7, 2021 from 9:00 a.m. to 2:00 p.m. at Fire Station Number 8, which is located at 1405 South Scenic Avenue. He further noted there is no cost and no registration required.

Mr. Gage noted organizers of the Birthplace of Route 66 Festival recently announced the festival will be held in August 2021 pending any negative issues with local COVID-19 cases and continued vaccination progress. He further noted more than 300 cars have already registered for the upcoming festival and there will be an impressive lineup of music, food, and entertainment. He added the festival's parade, which will be organized by the City, will celebrate our healthcare heroes and essential workers for their efforts during the COVID-19 pandemic. Mr. Gage noted a fund has been set-up to provide proceeds to those groups who have bravely served the community during the pandemic. He further noted individuals interested in obtaining additional information about the festival may visit www.route66festivalsgf.com.

Councilman Hosmer noted he has received citizen complaints about inappropriate pop-up signage within the community about President Joe Biden. Mr. Gage noted City staff is reviewing this issue about signage permits and would provide Council with additional information. Councilman Hosmer also expressed he has also received citizen complaints about the United States Postal Services (USPS) not delivering mail to neighborhoods near East Morningside due to a possible dog-at-large issue. Mr. Gage noted City staff would conduct research and would provide Council with additional information.

Mayor Pro Tem Simpson noted the issue of mail delivery is with the USPS and there is very little the City can do. He expressed his belief the USPS is working with the neighborhood residents to possibly reinstate mail delivery near East Morningside.

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

Public Health Director Report

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

The following bills appeared on the agenda under Second Reading.

Contract with ShotSpotter Inc.

Sponsor: Hosmer. Council Bill 2021-044.

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

Councilman Hosmer expressed his belief Council Bill 2021-044 should be tabled until the June 7, 2021 Council meeting for further consideration. He further expressed his belief the public and private partnership for camera security should be further implemented. Councilman Hosmer expressed his opinion City staff needs to develop a comprehensive plan on fighting crime within the community for Council's review within the next 35-40 days. He further expressed his belief the City's laws should be enforced. He also expressed his opinion the City should do a better job at recruiting and retaining police officers for public safety, as well as offer better pay and benefits for police officers.

Councilman Hosmer moved to table Council Bill 2021-044 to the June 7, 2021 Council meeting.

Councilman Ollis expressed his agreement with Councilman Hosmer. He further expressed his opinion ShotSpotter is not currently the appropriate technology needed due to the proposed cost. Councilman Ollis noted Municipal Court has seen a decrease in citations being issued over the last several years, but crime seems to be increasing within the community. He noted the issue of crime is a concern that needs to be addressed and a comprehensive plan for fighting crime is needed. He also expressed his opinion the City should do a better job at recruiting and retaining police officers for public safety, as well as offer better pay and benefits for police officers. Councilman Ollis expressed his belief an outside consulting firm may be needed to review and analysis the City's departments to possibly help address the systemic problem that is occurring.

Anita Cotter, City Clerk, noted the Council meeting dates are June 1, and June 14, 2021. She further noted no meeting date is scheduled for June 7, 2021.

Councilman Hosmer modified his original motion to change the June 7, 2021 date to June 14, 2021.

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Mayor Pro Tem Simpson expressed his belief police officers are needed for public safety, and personnel and benefits for police should be reviewed for recruitment and retention. He further expressed his belief the proposed is not currently the best use of funds. He expressed his belief the proposed should be voted on tonight as opposed to tabling.

Councilwoman Romine noted the issue of crime is a major concern within Zone 1. She expressed her belief the proposed is not the best use of funds.

Councilwoman Hardinger expressed her opinion numerous companies and organizations are also experiencing difficulties in attracting and recruiting employees. She further expressed her belief an innovated approach may be needed for recruiting and attracting individuals. She noted she would like to review a comprehensive plan for recruiting and retaining police officers from City staff.

Councilman Lear expressed his belief personnel is a major issue for police but is also a long-term problem. He also expressed his opinion a comprehensive plan is needed for Council's review regarding the Police Department. He further expressed his belief the proposed should be voted on tonight as opposed to tabling.

Mr. Gage noted City staff is enforcing the laws and regulations, which are based upon statistical information. He further noted the rate of citations for Municipal Court is not where City staff would like, but serious crimes are being responded to by police. Mr. Gage expressed his belief if Council does not want to pursue the proposed, to please move forward with consideration. He further expressed there may be some resource limitations regarding increasing pay and benefits for police officers, which will need to be reviewed by Council and City staff in the upcoming budget process. He added if Council would like a comprehensive review with an outside consultant, it would take at least 60-90 days for the process for obtaining an agreement. Mr. Gage asked Council to please provide direction to City staff for possibly proceeding with an outside consultant for a comprehensive review.

Councilman Schilling asked Councilman Hosmer if he would withdraw his motion.

Councilman Hosmer withdrew his motion to table Council Bill 2021-044.

Mayor McClure expressed his belief the jail situation several years ago with Greene County and Senate Bill 5 both significantly impacted the City for processing warrants and citations in Municipal Court with the Police Department. He further expressed the issue of policing and public safety is a major concern not only locally but also nationally. Mayor McClure noted the City must handle and deal with the issues that we can address on a local level. He expressed his opinion the City has a great Police Department with great police officers, which should be supported by Council and the community.

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Council Bill 2021-044 failed by the following vote: Ayes: None. Nays: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Absent: None. Abstain: None.

Mayor McClure asked Council to contact Mr. Gage regarding their thoughts and direction about a possible comprehensive plan for City staff to proceed.

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.)

Council Bill 2021-097. General Ordinance 6650 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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.)

Council Bill 2021-098. Special Ordinance 27491 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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."

Mayor Pro Tem Simpson expressed his support for the proposed.

Council Bill 2021-099. General Ordinance 6651 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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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.

Council Bill 2021-100. Special Ordinance 27492 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Agreement with Missouri State Highway Patrol and Marshal 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.

Council Bill 2021-101. Special Ordinance 27493 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

Intent to Annex – 5505 West Sunshine Street

Sponsor: Schilling. Council Bill 2021-102.

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.)

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted the proposed is an annexation request by the owner of the private property in question. He further noted the proposed only initiates the proposed annexation and does not annex the property in question. He added the property in question is currently zoned Greene County M-1, Light Manufacturing or Industrial District. Mr. Griesemer noted the owner is requesting the property in question be rezoned to Highway Commercial District, which will be concurrently reviewed with the annexation public hearing in June. He further noted Council is required to conduct a public hearing before the proposed annexation can be approved. He added if the proposed is approved, City staff would submit a Council Bill for a public hearing to consider annexation on June 1, 2021 with a second reading and consideration on June 14, 2021.

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

Council Bill 2021-102. Resolution 10577 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Intent to Annex – 5900 through 6200 Blocks of West Highway 266/Chestnut Expressway

Sponsor: Romine. Council Bill 2021-103.

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.)

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted the City is requesting the proposed for right-of-way to be annexed that is contiguous to the City limits and abuts the north side of SGF Sports, LLC's proposed private athletic facility located just west of the Deer Lake Golf Course. He further noted the purpose of the proposed is to ensure a Community Improvement District (CID) can be properly established to entirely reimburse the City the costs of the public improvements that has been agreed to fund in association with proposed private athletic facility. He added per a development agreement between the City and SGF Sports LLC, which was approved on March 8, 2021 per 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. Mr. Griesemer noted 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. He further noted 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. He added the proposed only initiates the proposed annexation and does not annex the right-of-way. Mr. Griesemer noted public hearings, and review and approval by the Council are required before the annexation of the property in question can be executed. He further noted if the proposed is approved, City staff would submit a Council Bill for a public hearing to consider annexation on June 1, 2021 with a second reading and consideration on June 14, 2021.

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

Council Bill 2021-103. Resolution 10578 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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Initiating Amendments to Land Development Code - Tree Preservation

Sponsor: Schilling. Council Bill 2021-104.

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

Councilman Schilling withdrew his sponsorship from Council Bill 2021-104. Since there is no sponsorship, Council Bill 2021-104 is unable to proceed for consideration and will die within 48 hours.

The following bill appeared on the agenda under Emergency Bills.

Chapter 58 – Revise Regulations Related to the Use of Face Coverings Outdoors

Sponsor: Council. Council Bill 2021-115.

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.

Katie Towns, Acting Director of the Springfield-Greene County Health Department, gave an overview of the proposed. Ms. Towns also provided an update pertaining to COVID-19. She encouraged everyone to be vaccinated if able to help prevent the spread of COVID-19 within the community. She noted the positive case count has increased approximately 80% within the last week to approximately 32 positive cases per day. Ms. Towns further noted last week, the daily positive case count was approximately 18. She added this past Friday, approximately 75 new positive cases of COVID-19 were received by the Health Department, which was the highest day reported since February 23, 2021. She noted the demand for the vaccine continues to decline locally. She further noted if the vaccine demand continues to decease, the local vaccination rate by Memorial Day will not be met for the phased approach matrix to achieve at least 50%.

Ms. Towns noted the Health Department, hospitals, and local organizations are preparing for COVID-19 to be a permanent presence within the community due to the variants. She further noted there are currently approximately 36 patients locally hospitalized of which 14 are Greene County residents. She added 12 of the 36 individuals are in the Intensive Care Unit for treatment with 5 of those individuals being on ventilators. Ms. Towns noted approximately 3 individuals have recently tested positive for the United Kingdom (UK) COVID-19 variant, which she expressed is more contagious and deadly. She further noted a total of 5 individuals have tested positive for the UK variant. Ms. Towns noted approximately 33% of Greene County residents ages 16 and older have been fully vaccinated with approximately 39% being partially vaccinated. She once again encouraged everyone who can receive the vaccination to help prevent the spread of COVID-19 to please do so.

Ms. Towns noted studies have shown some individuals who have contracted COVID-19 do suffer health effects caused by the virus. She further noted everyone should take this virus seriously. She added if individuals need information about the vaccination to please contact the Health Department, their physician, or close family or friends who have received their vaccination. She noted approximately 215 were vaccinated during

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last weekend's vaccination clinics with the Springfield-Greene County Library and approximately 150 were vaccinated at the recent Arts Fest event.

Ms. Towns noted the Health Department and the Jordan Valley Health Center are working with the Springfield Firefighters and the International Association of Fire Fighters Local 152 to host a vaccination clinic this Friday, May 7, 2021 at Fire Station Number 8, which is located at 1405 South Scenic Avenue, from 9:00 a.m. to 2:00 p.m. She further noted the Health Department will be also working with the National Avenue Christian Church to host a vaccination clinic from 3:30 p.m. - 6:30 p.m. at 1515 South National Avenue. Ms. Towns added the Health Department is also partnering with Mercy to offer free vaccinations at the upcoming Springfield Cardinal baseball games beginning with their home opener tomorrow evening. She noted individuals, businesses, or organizations may contact the Health Department for additional information at 417-874-1211 or www.vaccine417.com.

Following the update, Ms. Towns noted on April 27, 2021, the Center for Disease Control issued guidance allowing individuals to remove their masks in certain outdoor settings. She further noted these recommendations are based upon a general lower risk of transmission when outdoors and largely pertain to vaccinated individuals. She added only approximately 3.6% of local COVID-19 cases have had a probable association with an outdoor transmission. Ms. Towns noted this is coupled with a growing number of fully vaccinated individuals within Greene County, which helps create a safer outdoor environment. She further noted the proposed would include the removal of the masking requirement in most outdoor settings. She added the requirement would remain for gatherings of 500 or more individuals that have people in proximity within 6 feet for an extended period greater than 15 minutes, like the remaining occupancy requirements. Ms. Towns noted the proposed does not alter the masking requirement for indoor settings. She further noted the Health Department also recommends individuals who are not fully vaccinated continue to mask in outdoor settings when around other individuals. She added the proposed allows for the community to take another step on the Road to Recovery while the community continues to seek vaccination.

Councilman McGull asked for clarification whether positive cases are tracked like hospitalizations for knowing where individuals are coming from. Ms. Towns noted positive cases counts are calculated at various testing sites within the state, so knowing exactly where individuals are coming from is difficult to detect for tracking purposes, since those reports are sent directly to the State's Department of Health. She further noted the State's Health Department only provides the counties with the total number of positive case information.

Councilman McGull asked for clarification whether the Health Department contacts the positive cases within Greene County to see if they have been vaccinated. Ms. Towns answered affirmatively and noted Health Department staff does contact the positive case individuals to see if they have been vaccinated. She further noted many of those individuals they contact have chosen to be fully vaccinated to help reduce their risk of contracting COVID-19. She noted one of the benefits of the vaccine is if someone does contract COVID-19 their symptoms are usually less severe.

Mayor Pro Tem Simpson thanked Ms. Towns and the Health Department for their efforts in helping to vaccinate the community to prevent the spread of COVID-19. He asked for clarification regarding the number of individuals who were hospitalized for COVID-19 have been fully vaccinated. Ms. Towns noted she does not have information currently available and information would be limited due to privacy. Mayor Pro Tem Simpson asked for clarification whether the Health Department has been notified of any severe reactions to the various vaccinations for COVID-19. Ms. Towns noted the Health Department has not been notified of any severe reactions to the vaccinations, which she expressed is a good sign.

An opportunity was given for citizens to express their views.

Lisa Meeks spoke about the proposed. Ms. Meeks expressed her belief there is no scientific data available about the effects of the vaccines for COVID-19 because there has not been enough time to gather specific data. She further expressed her belief masking does not prevent the spread of COVID-19. Ms. Meeks expressed her opinion masking should be eliminated, not just for outside settings.

Heather Dietz spoke about the proposed. Ms. Dietz expressed her opinion a civil emergency was not necessary regarding the COVID-19 pandemic. She further expressed her opinion the number of cases for COVID-19 were not enough to justify instituting a civil emergency. She expressed her belief individuals and businesses should have the ability to choose how they respond to COVID-19.

Patricia Tursi spoke about the proposed. Ms. Tursi expressed her belief there have been more deaths associated with the vaccines for preventing COVID-19 than the past 10 years from other vaccinations. She further expressed her belief a lot of money is being made by pushing the vaccines to prevent COVID-19 than helping to treat the symptoms in the early stages of the disease. She expressed her opinion the vaccines for treating COVID-19 are an operating system for transhumanism and not a true vaccine.

Jan DuMas spoke about the proposed. Ms. DuMas expressed her belief it is time to free America from COVID-19. She further expressed her belief masking and the vaccines to prevent COVID-19 are perpetuating crimes against humanity.

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

Council Bill 2021-115. General Ordinance 6652 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

DRAFT

Coronavirus Aid, Relief, and Economic Security Act Grant Funds – Health Department

Sponsor: Hardinger. Council Bill 2021-105.

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.

Katie Towns, Acting Director of the Springfield-Greene County Health Department, gave an overview of the proposed. Ms. Towns noted the proposed would allow a budget adjustment to increase the amount of funds and amend Health's budget in the amount of $55,000 for Fiscal Year 2021-2021. She further noted the proposed would be utilized to further assist the Health Department for efforts regarding COVID-19 case investigations, contact tracing, case reporting activities, and laboratory testing. She added the original grant amount was $71,150, which was approved by Council on November 30, 2020 per Ordinance 27429.

Mayor Pro Tem Simpson asked for clarification whether all the threshold matrix was met when the community proceeded into the yellow phase for the Road to Recovery. Ms. Towns answered affirmatively.

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

Council Bill 2021-105. Special Ordinance 27494 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS

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

Street Name Change - 4500 block of South Main Avenue to West El Camino Alto Drive

Sponsor: Schilling. Council Bill 2021-106.

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.)

Brendan Griesemer, Acting Director of Planning and Development, provided an overview of the proposed. Mr. Griesemer noted the proposed is for a request to rename the 4500 block of South Main Avenue to West El Camino Alto Drive. He further noted 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. He added, however, when the street was extended to the south, the final plat of The Ridge at Ward Branch

DRAFT

named the street West El Camino Alto Drive. Mr. Griesemer noted the proposed would provide for an efficient addressing system to reduce confusion and improve emergency response.

Mayor McClure asked for clarification whether there are any businesses located on this segment that would be affected by the proposed. Mr. Griesemer expressed to his knowledge currently no businesses are operating on this segment that would be affected. Mayor McClure asked for clarification regarding the City's process for a possible street name change. Mr. Griesemer noted when the City receives a request to rename a street, the request first goes before the Planning and Zoning Commission for their review as a public hearing and consideration. He further noted City staff publicizes the request for public hearing with the public and surrounding property owners, which is like the process for rezoning requests. He added City staff also posts the property to notify the public. Mr. Griesemer noted after the request to rename a street has been reviewed by the Planning and Zoning Commission, the request proceeds to Council for public hearing and consideration.

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

Street Name Change – 300 Block of East Weaver Road and 500-600 Block of West Weaver Road to Old Weaver Road

Sponsor: Schilling. Council Bill 2021-107.

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

Brendan Griesemer, Acting Director of Planning and Development, provided an overview of the proposed. Mr. Griesemer noted the proposed is to rename the old alignment of Weaver Road, which is located at the 300 Block of East Weaver Road and the 500-600 block of West Weaver Road, to Old Weaver Road to help reduce confusion and assist with emergency response. He further noted in 2012, Weaver Road was re-routed to the north due to safety concerns with the intersection with Campbell Avenue.

Mr. Griesemer added the old alignment has remained to give access to existing properties but was never renamed. Mr. Griesemer noted City staff coordinated with Greene County about the proposed for changing the eastern segment within the county, which the Greene County Commission has approved for recording.

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

Rezoning at 1727 North Washington Avenue

Sponsor: Romine. Council Bill 2021-108.

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

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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.)

Brendan Griesemer, Acting Director of Planning and Development, provided an overview of the proposed. Mr. Griesemer noted the proposed is to rezone approximately 0.18 acres from Medium Density Multi-Family Residential District with Urban Conservation District No. 3 to a Center City District with Urban Conservation District (UCD) No. 3 and establishing Conditional Overlay District (COD) No. 197. He further noted the applicant intends to develop the property in question 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, which is adjacent to the property in question. Mr. Griesemer noted the Mid-Town Urban UCD No. 3 Area E will remain. He further noted the COD would limit future development to three stories to match the Commercial Street District No. 1 and requires a bufferyard adjacent to the Residential Medium District property.

An opportunity was given for citizens to express their views.

Matt Miller noted he is employed with Toth and Associates and is representing the developer to address any questions posed by Council about the proposed.

There were no questions from Council.

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

Rezoning at 844 South National Avenue

Sponsor: McGull. Council Bill 2021-109.

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.)

Bob Hosmer, Planning Manager, provided an overview of the proposed. Mr. Hosmer noted the proposed is to rezone approximately 0.18 acres of property from a Single-Family Residential District to a High-Density Multi-Family Residential District and establishing Conditional Overlay District (COD) No. 198. He further noted the property in question is currently being administratively combined with the property to the west, which are both owned by the Lutheran Student Center, Inc. He added the COD will limit the residential density on this portion to 11 dwelling units per acre. Mr. Hosmer noted the Rountree Neighborhood Plan and the Urban Conservation District both support the rezoning of the property in question.

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An opportunity was given for citizens to express their views.

Billy Kimmons spoke in support of the proposed. Mr. Kimmons noted he is an architect with Hood Rich Architects and is representing the applicant to address any questions posed by Council about the proposed. He further noted the owner wants to clean up the lot and rezone it into one lot, which allows them not to have a required bufferyard. Mr. Kimmons added the conditional overlay district would ensure the proposed does not cause any density issues and follows the City's Comprehensive Plan.

There were no questions from Council.

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

Second Amended and Restated Redevelopment Plan – East Cherry Pocket Neighborhood Redevelopment Area

Sponsor: McGull. Council Bill 2021-110.

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.)

Sarah Kerner, Economic Development Director, provided an overview of the proposed. Ms. Kerner noted the redevelopment plan for the East Cherry Pocket Neighborhood Redevelopment Area was approved on January 14, 2019, by Ordinance 27138 and amended on November 2, 2020, by Ordinance 27407. She further noted the proposed consists of approximately 0.51 acres located on the north side of the intersection of East Cherry Street and South Fremont Avenue. Ms. Kerner added the redevelopment project for the East Cherry Packet Neighborhood is currently under construction and near completion. She noted to accommodate additional off-street parking for future tenants, as well as to mitigate rising construction costs, the developer has filed the proposed, which would allow construction of an 11-space surface paved parking lot in lieu of the originally proposed six-stall detached garage. She further noted all other details and characteristics of the redevelopment project will remain unchanged. She added City staff concludes the proposed remains consistent with previous findings that the redevelopment project conforms to the City's Comprehensive Plan. Ms. Kerner noted there would be no change from the amended plan pertaining to the value of abatement. She further noted the Land Clearance for Redevelopment Authority and the Planning and Zoning Commission unanimously approved the Seconded Amended redevelopment plan.

An opportunity was given for citizens to express their views.

Matthew Wine noted he is representing the developer to address any questions posed by Council about the proposed.

There were no questions from Council.

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

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

Cherry Street Pedestrian Improvements and Accepting Bid of D&E Plumbing and Heating, Inc.

Sponsor: McGull. Council Bill 2021-111.

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.

Dan Smith, Director of Public Works, provided an overview of the proposed. Mr. Smith noted the proposed includes the construction of traffic calming measures and improvements to pedestrian features in the project areas. He further noted concrete islands will serve to narrow the street visually and physically, causing traffic to slow down while also reducing the crossing distance for pedestrians. He added raised and stamped crosswalks will also add for traffic calming and, coupled with landscaping, will improve the area's aesthetics. Mr. Smith noted D&E Plumbing and Heating, Inc. was the lowest responsive and responsible bidder for the proposed. He further noted City Utilities' relocation of gas and water would also be constructed to facilitate the project and needed replacement of utility infrastructure.

Mr. Smith added the utility improvements included in the project are estimated at approximately $315,534 and will be reimbursed by City Utilities reducing the net City cost to approximately $169,510.

Councilman McGull expressed his appreciation to City staff and City Utilities for the proposed. He further expressed the proposed should help improve traffic calming and provide a safer area for pedestrians and community. Councilman McGull asked for clarification regarding the start and end dates for the proposed. Mr. Smith noted due to the COVID-19 pandemic, extra time was built in for regarding the proposed. He further noted approximately 90 days will be allotted for construction begin by the contractor after the award of contract is issued. He added there is no definitive start date currently but would provide Council with additional information once the contract has been finalized. Mr. Smith noted City staff would be issuing a press release once the contract has been finalized to inform the public about the project.

Councilman Ollis also expressed his appreciation to City staff and City Utilities for the proposed. He further expressed his support for the proposed. He asked for clarification regarding the location of the traffic calming elements for the proposed. Mr. Smith reviewed the proposed concrete island locations with Council, as well as the visually narrowing areas of the street to help with traffic calming for slowing down motorist.

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

DRAFT

Surface Transportation Program-Urban Program Agreement – Walnut Street Bridge Over Jordan Creek

Sponsor: Schilling. Council Bill 2021-112.

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.

Andrew Flippin, Professional Engineer, provided an overview of the proposed. Mr. Flippin noted the proposed would replace the Walnut Street Bridge over Jordan Creek. He further noted it would include accommodations for a future trail system to pass under the roadway for connectivity. He added the Surface Transportation Program-Urban Program agreement allows for reimbursement of up to 80% of the right-of-way and construction costs associated with the proposed up to a maximum reimbursement cost of $1,600,000. Mr. Flippin noted the City's 20% cost share is estimated at approximately $400,000, which would be funded by the 1/4-cent Capital Improvements Sales Tax and is already budgeted. He further noted City staff is working together with the Ozarks Greenways, Springfield-Greene County Parks, Police Department, and the Fire Department for the proposed and the future trail system.

Mr. Flippin added if the proposed is approved, it would allow staff to proceed with the next steps, which would be right-of-way acquisitions, utility relocations, and construction, which would be planned for year 2023.

Councilman Ollis asked for clarification regarding the connection location of a future trail system. Mr. Flippin noted to the north, the trail would connect toward College and the West Meadows area, and to the south, the trail would go towards Kansas Expressway and proceed towards Mt. Vernon to eventually connect to the Grand Street trail area. He further noted there is currently no timeline or funding sources identified regarding the future trail system connection project. He added there may be some challenges and potential issues in constructing the proposed and future trail system, but the various partners, such as Ozarks Greenways and Parks Department, are supportive of the proposed.

Mayor Pro Tem Simpson expressed his support for the proposed. He noted a funding source can be hopefully identified in the future for the future trail system connection.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

The following appeared on the agenda under New Business.

Recommended

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

DRAFT

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA – FIRST READING BILLS

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

Appointment to the Downtown Springfield Community Improvement District Board of Directors

Sponsor: Hosmer. Council Bill 2021-113.

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.)

Council Bill 2021-113. Resolution 10579 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Appointment to the Springfield Center City Development Corporation

Sponsor: Lear. Council Bill 2021-114.

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

Council Bill 2021-114. Resolution 10580 was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

Confirmed

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

Confirmed

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

Confirmed

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

Confirmed

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.

END OF CONSENT AGENDA.

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Motion to Adjourn Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Simpson, and McClure. Nays: Hosmer. Absent. Abstain: None. The meeting adjourned at approximately 8:52 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

May 11, 2021
Springfield, Missouri

The City Council met in special session May 11, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

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

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 -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

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.

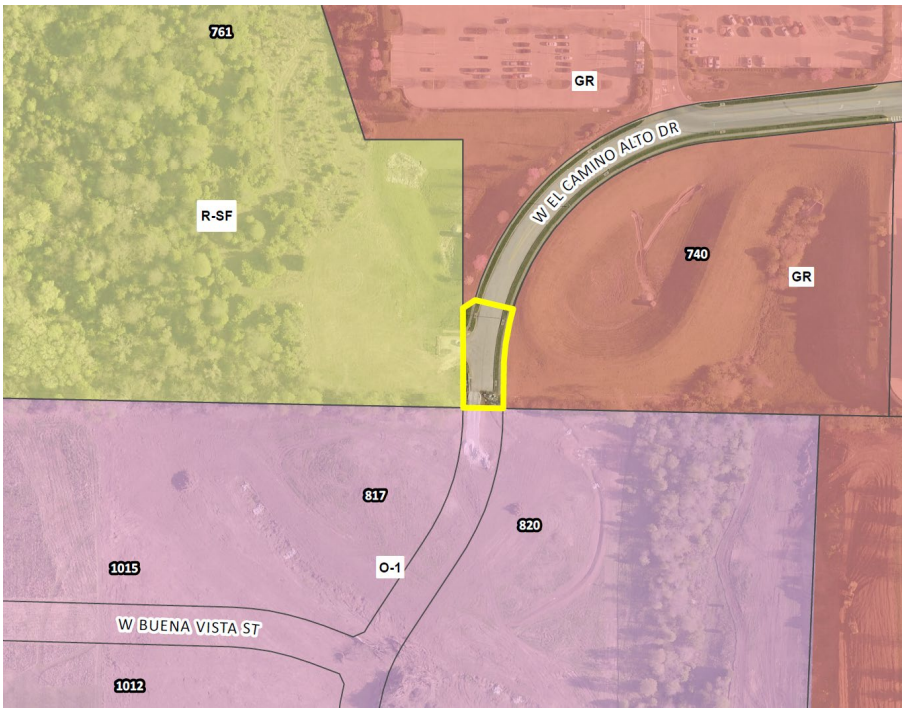
COMMISSION ACTION:
Mr. Knuckles motioned to **approve** item Street Name Change 78 (4500 blk South Main Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.

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:

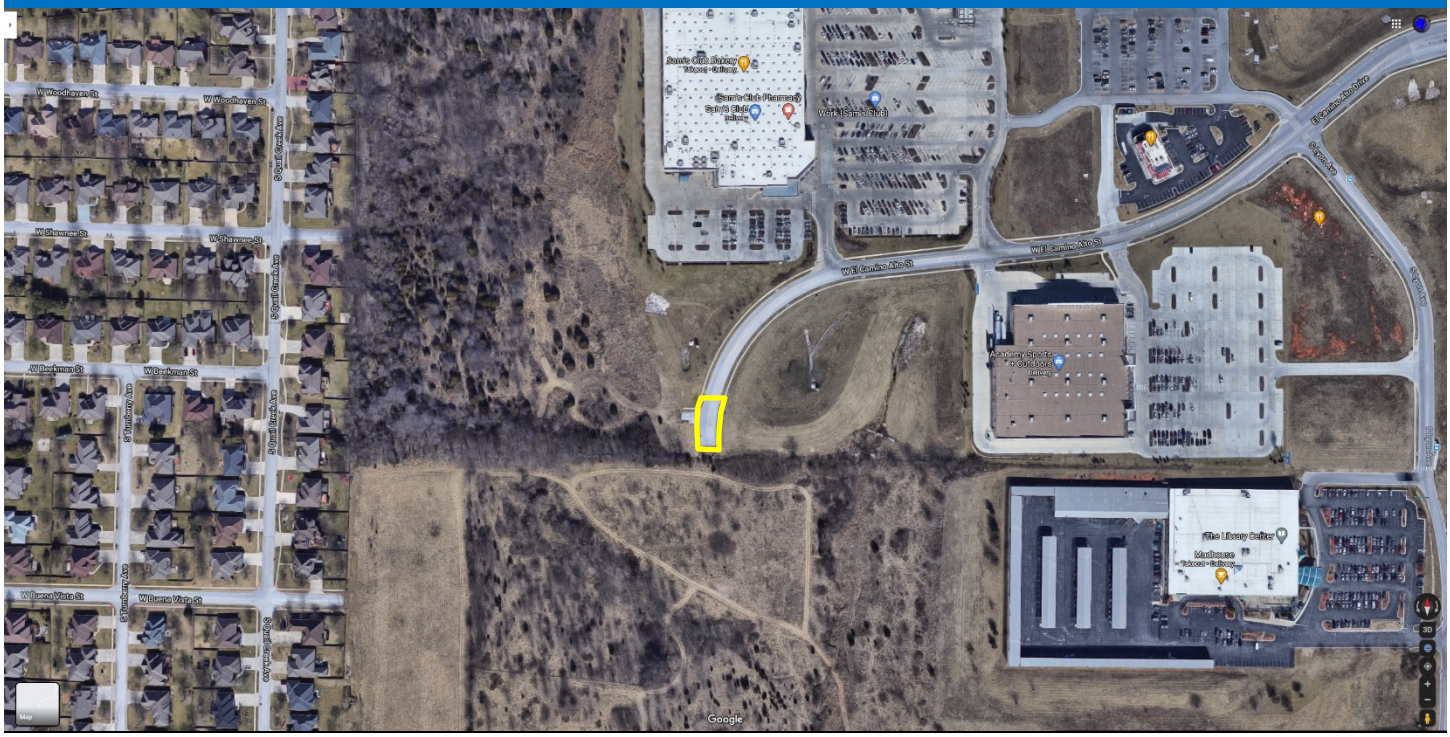
1. This request to re-name Main Avenue to El Camino Alto Drive will provide for an efficient addressing system to reduce confusion and improve emergency responses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	O-1	GR	R-SF
LAND USE	Commercial	Vacant/Undeveloped	Commercial	Vacant/Undeveloped

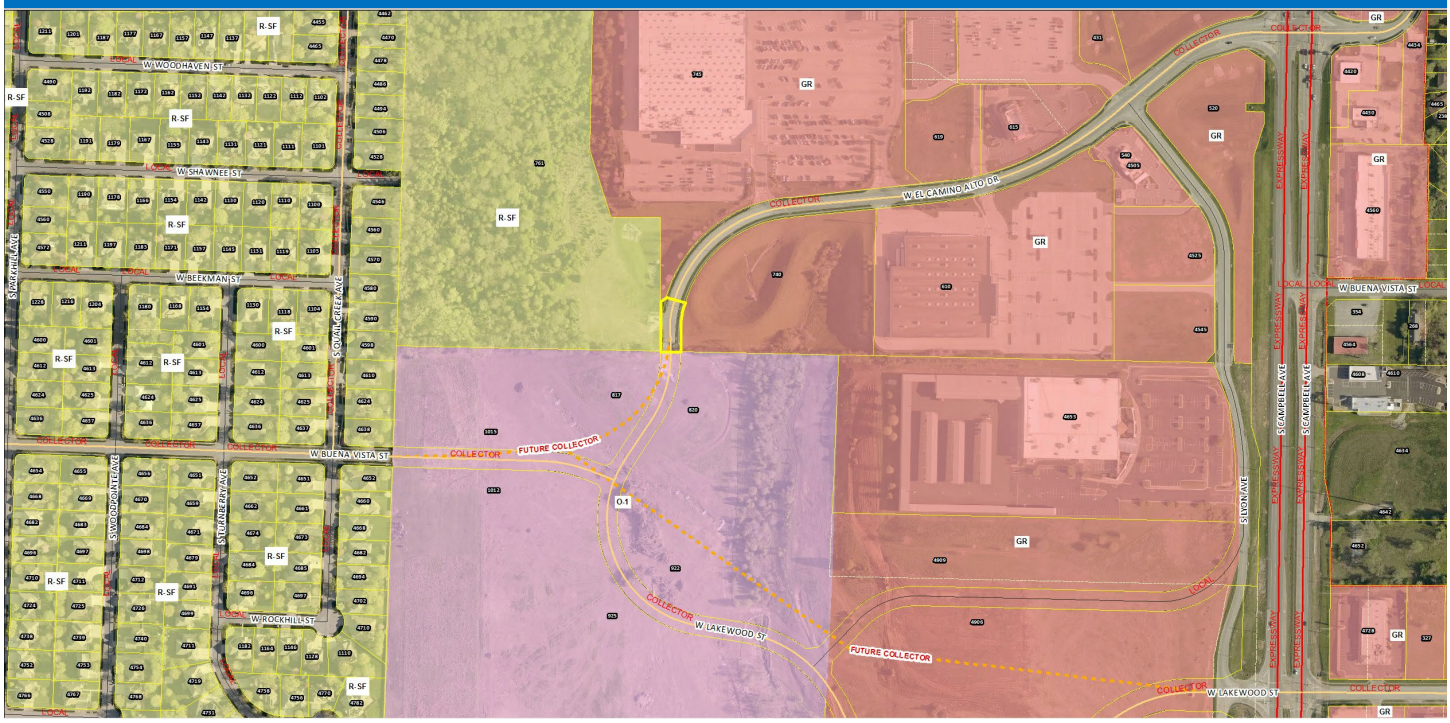
Development Review Staff Report

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 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

Development Review Staff Report

DEPARTMENT COMMENTS:

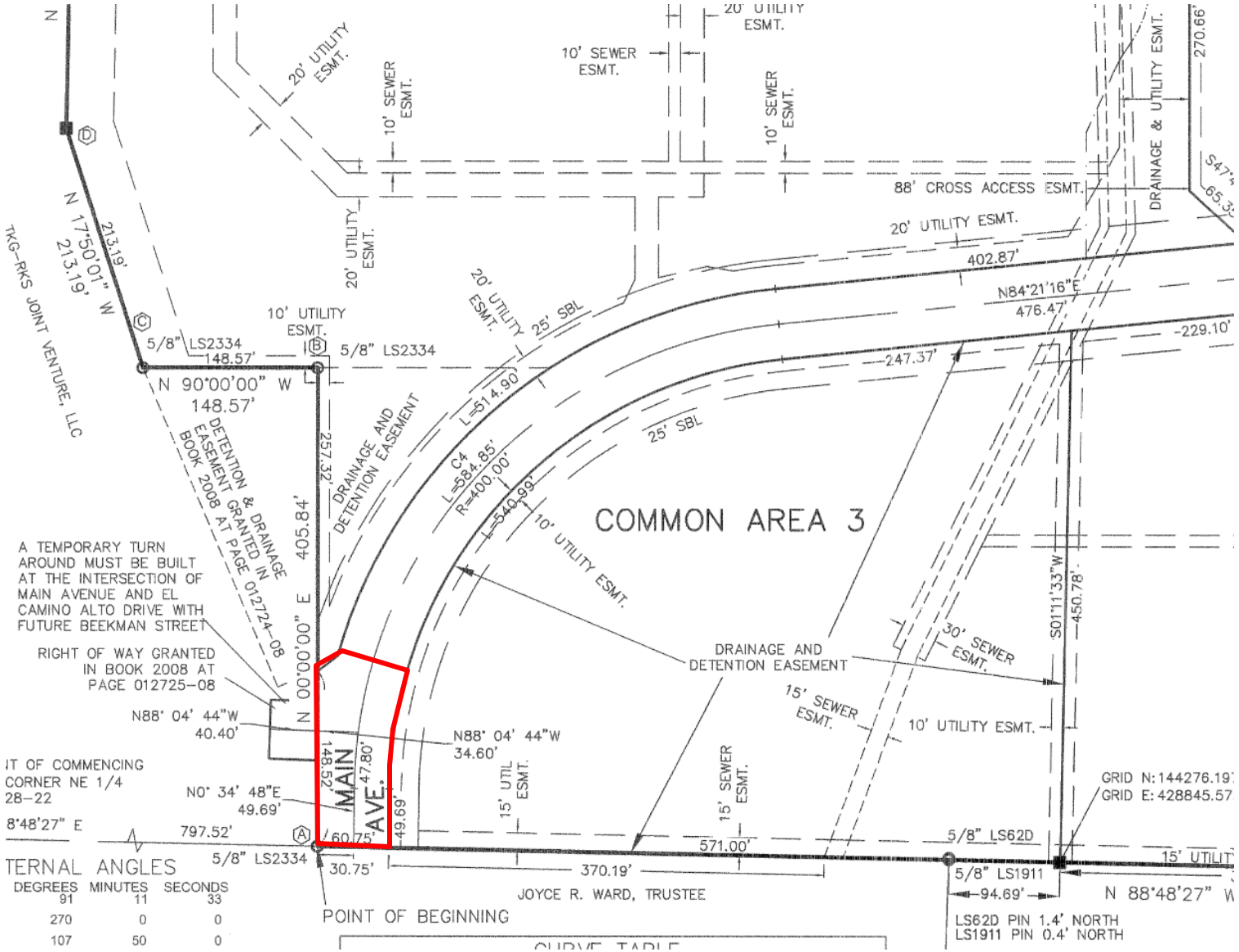
ATTACHMENT 1

911 EMERGENCY COMMUNICATIONS:
Approved

PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:
Approved

Development Review Staff Report

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

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 Weaver Road and the 500-600 Block of West Weaver Road to Old Weaver Road. (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 names of East Weaver Road and West Weaver Road as set forth herein:

PRESENT NAME	LOCATION	NEW NAME
East Weaver Road	300-400 Block of East Weaver Road	300-400 Old Weaver Road

West Weaver Road	500-600 Block of West Weaver Road	500-600 Old 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: Jill Burris, Assistant City Attorney

Approved for Council action: Jason A. Gage, 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

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.

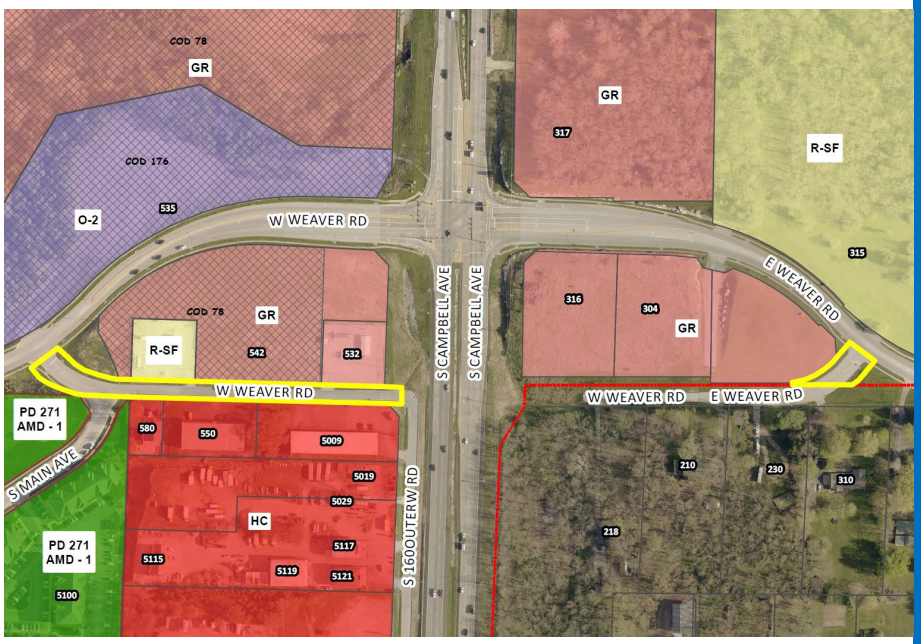
COMMISSION ACTION:
Ms. Bruce motioned to **approve** item Street Name Change 79 (500 blk East Weaver Road). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Ogilvy, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: None.

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:

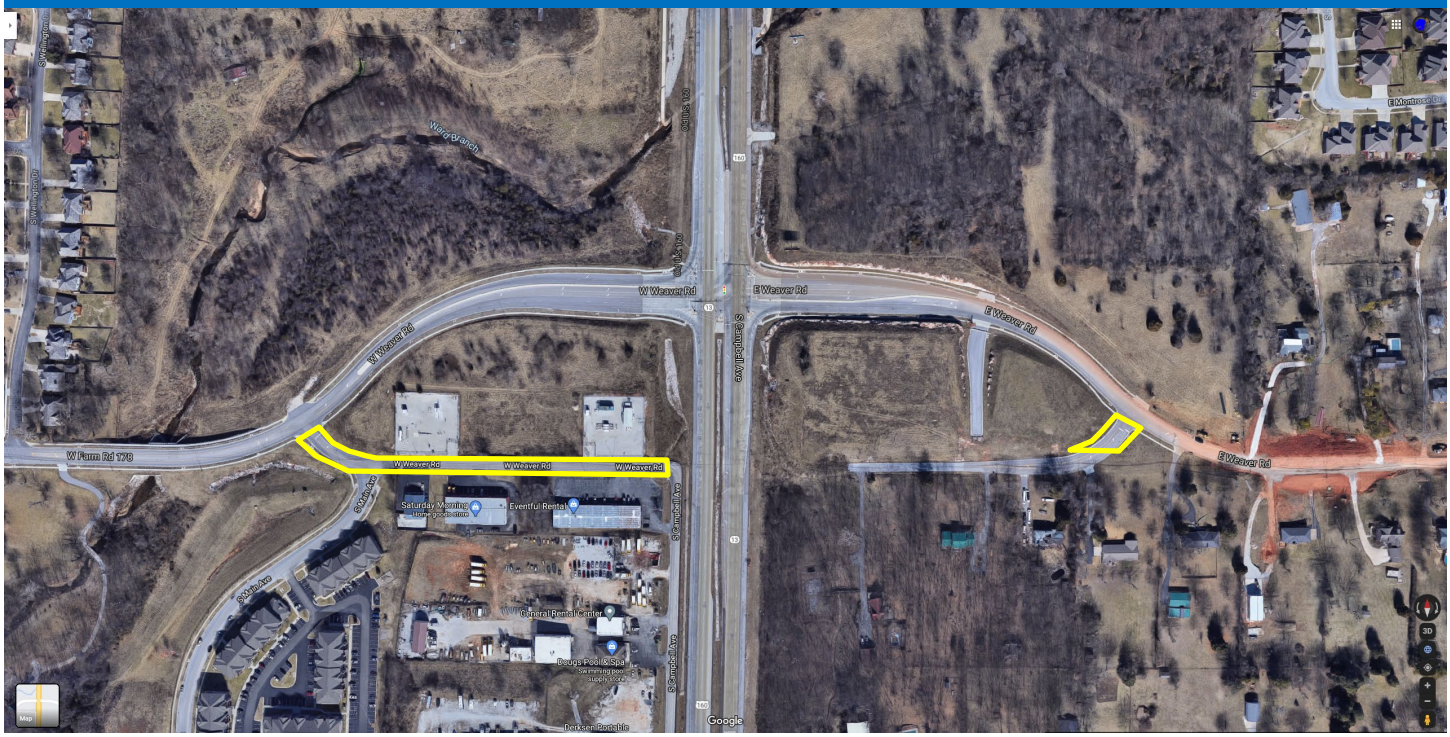
1. The request to re-name the old alignment of Weaver Road to Old Weaver Road will provide for an efficient addressing system to reduce confusion and improve emergency responses.

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

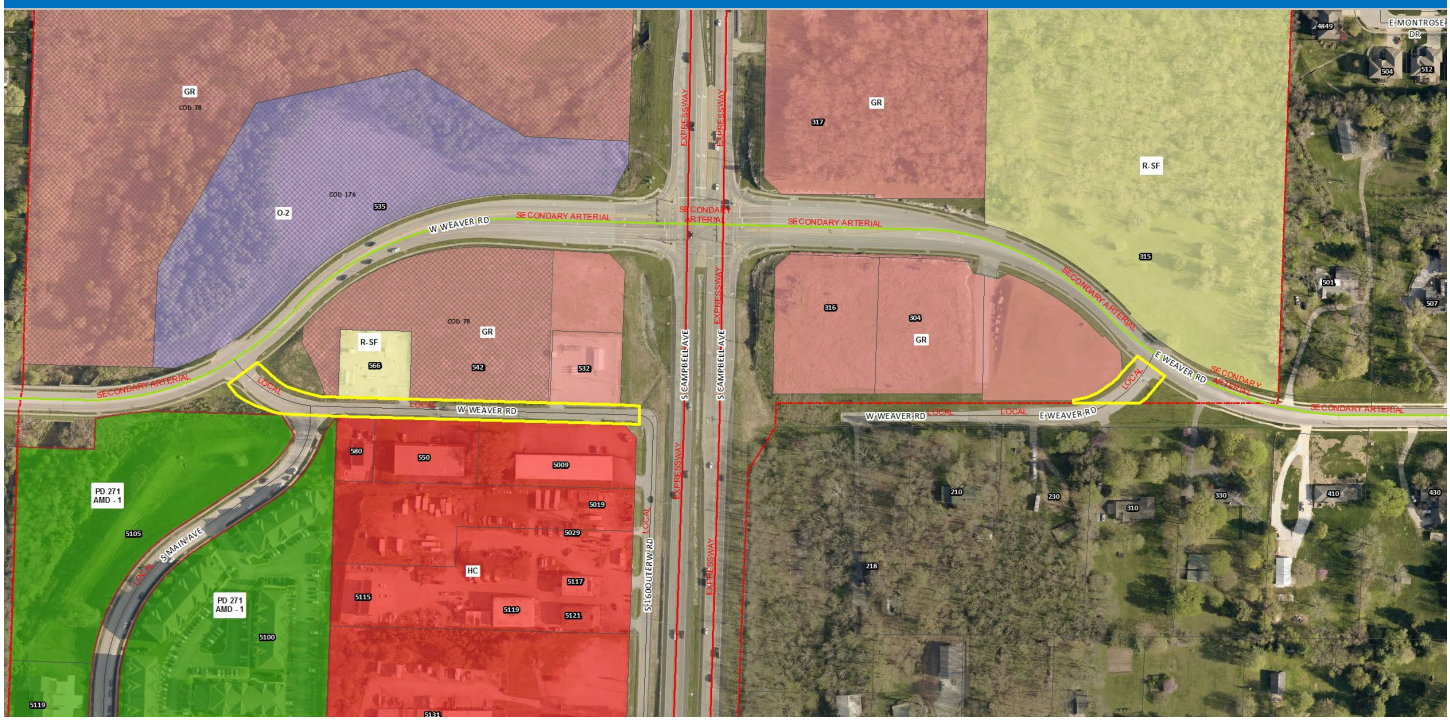
Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



Development Review Staff Report

MAJOR THOROUGHFARE PLAN



Development Review Staff Report

CITY OF Springfield

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

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

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.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 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 with Conditional Overlay District No. 197; and

WHEREAS, Conditional Overlay District No. 197 shall modify the requirements of the Springfield Land Development Code Section 36-424, CC, Center City District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-MD, Medium-density Multi-family Residential District with Urban Conservation District No. 3, to CC, Center City District with Urban Conservation District No. 3, with Conditional Overlay District No. 197. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 197 which shall contain the requirements and standards provided on "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 197 shall modify the requirements of the Springfield Land Development Code Section 36-424, CC, Center City, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

Section 3 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance:

Approved as to form _____ ssistant City Attorney

Approved for Council action: _____, 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

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

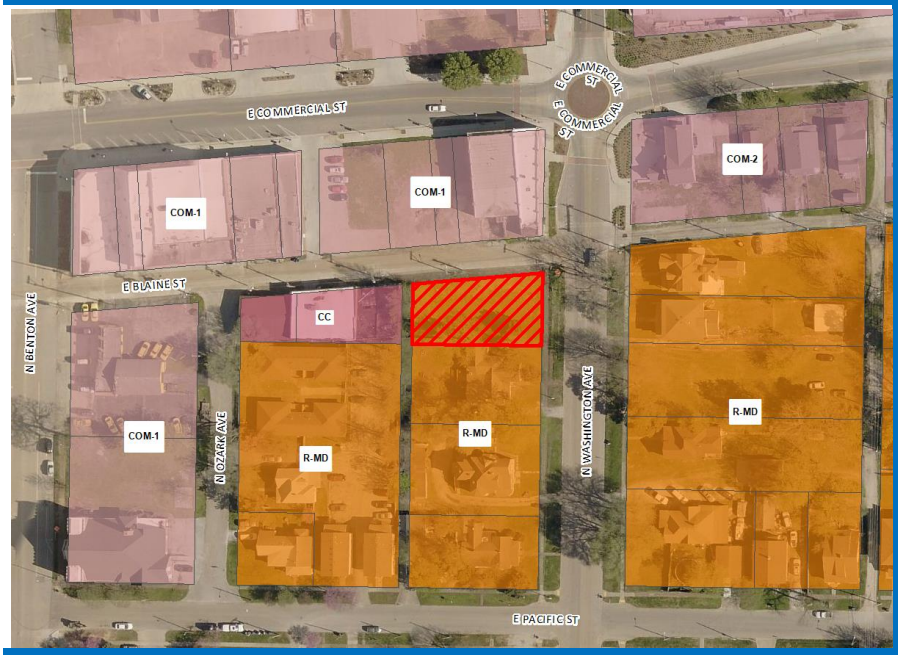
Exhibit D

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION PUBLIC HEARING: APRIL 8, 2021

CITY COUNCIL PUBLIC HEARING: 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:

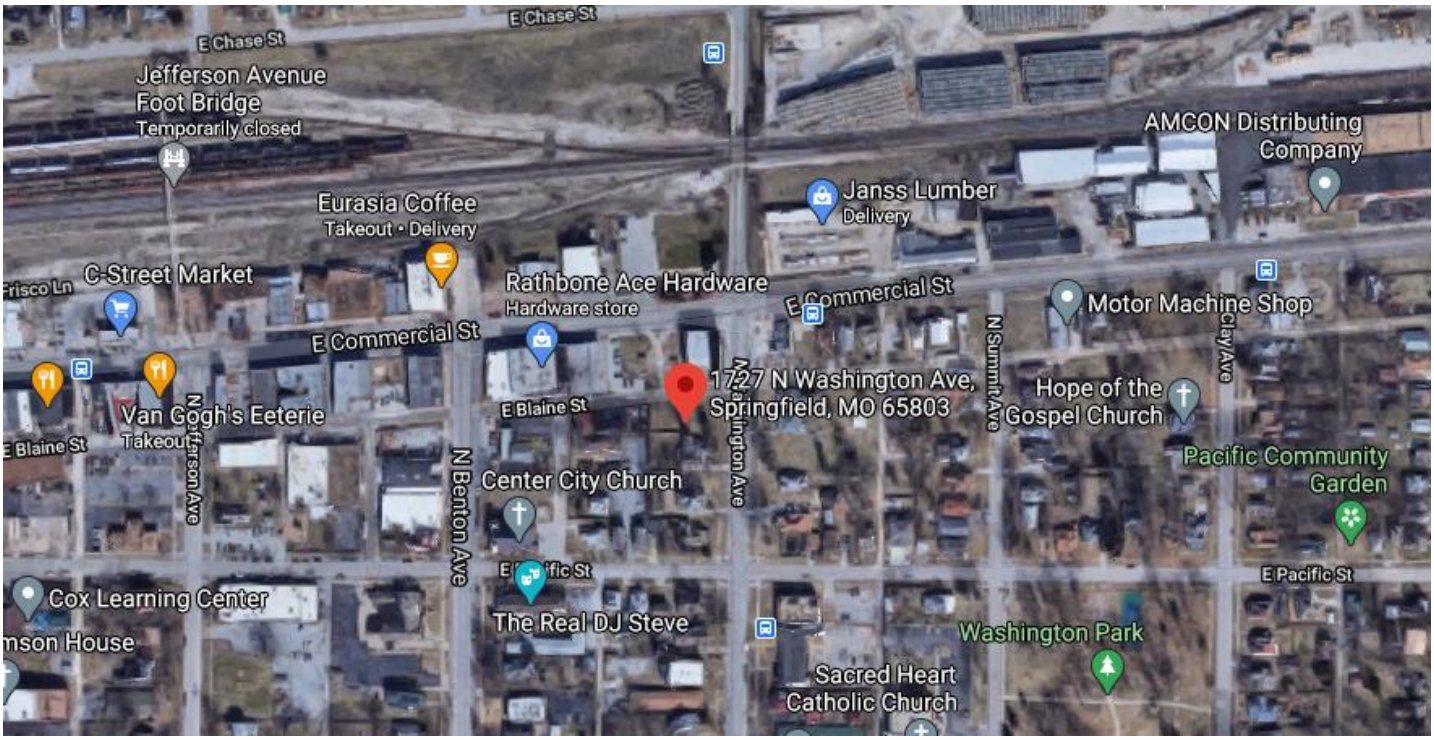
1. The *Growth Management and Land Use* Element of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing.
2. The development requirements in the proposed CC, Center City District and the proposed COD are adequate for mitigating potential impacts 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

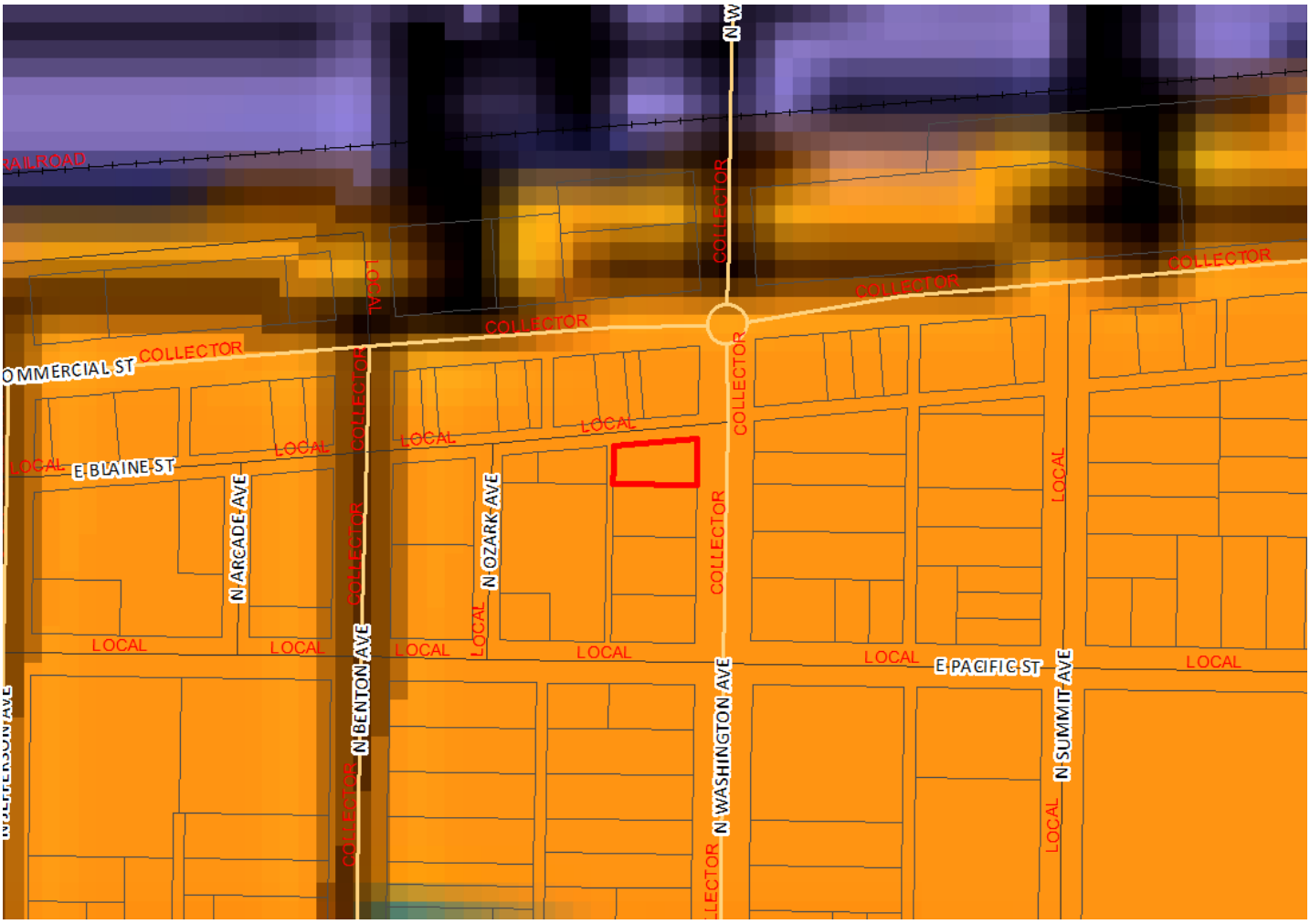
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property 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) Rezonings. 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 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

CITY OF Springfield

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.

NEIGHORHOOD 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.

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	

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.

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

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.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 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, with Conditional Overlay District No. 198; and

WHEREAS, Conditional Overlay District No. 198 shall modify the requirements of the Springfield Land Development Code Section 36-384, R-HD, High Density Multi-Family Residential District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-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, with Conditional Overlay District No. 198. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 198 which shall contain the requirements and standards provided on "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 197 shall modify the requirements of the Springfield Land Development Code Section 36-384, R-HD, High Density Multi-Family Residential District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

Section 3 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

Approved for Council action: Jason A. Gage, 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) fee 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.

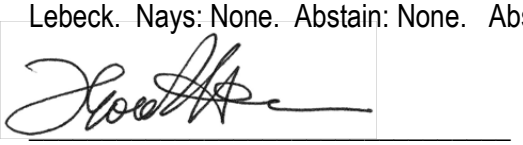
Mr. Hosmer stated that this is a request to rezone approximately 0.18 acre of property from R-SF, Single-Family Residential District with Urban Conservation District No. 2 to R-HD, High Density Multi-Family Residential District with Urban Conservation District No. 2 and establishing Conditional Overlay 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.

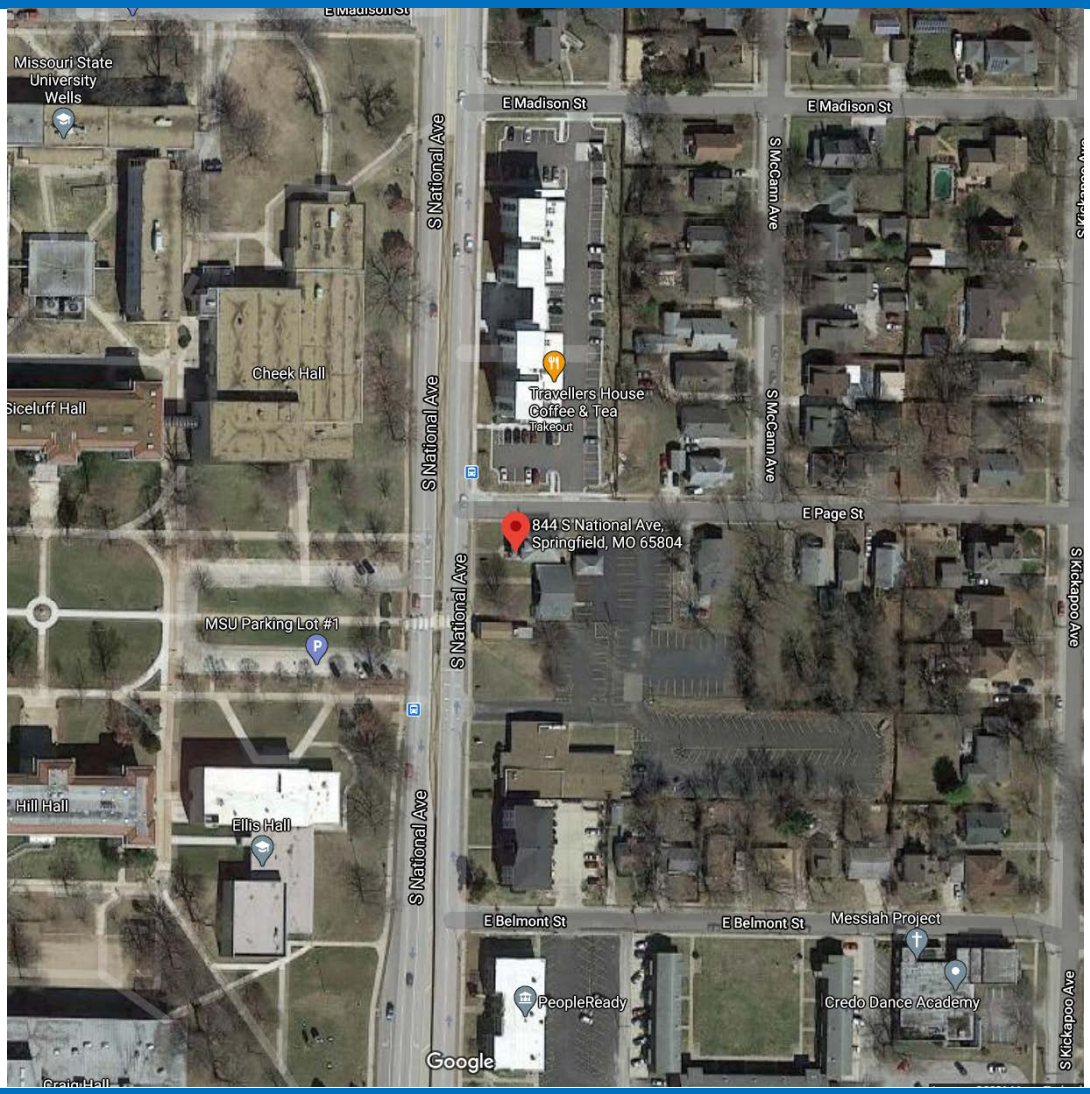
3. This rezoning request is consistent with a previously approved development along National Avenue to the east, south and west i.e. PD 356 (aka Boomertown) and PD 372 (aka Baptist Student Union).

4. The Conditional Overlay District will limit the residential density of this small property to 11 dwelling units or less.

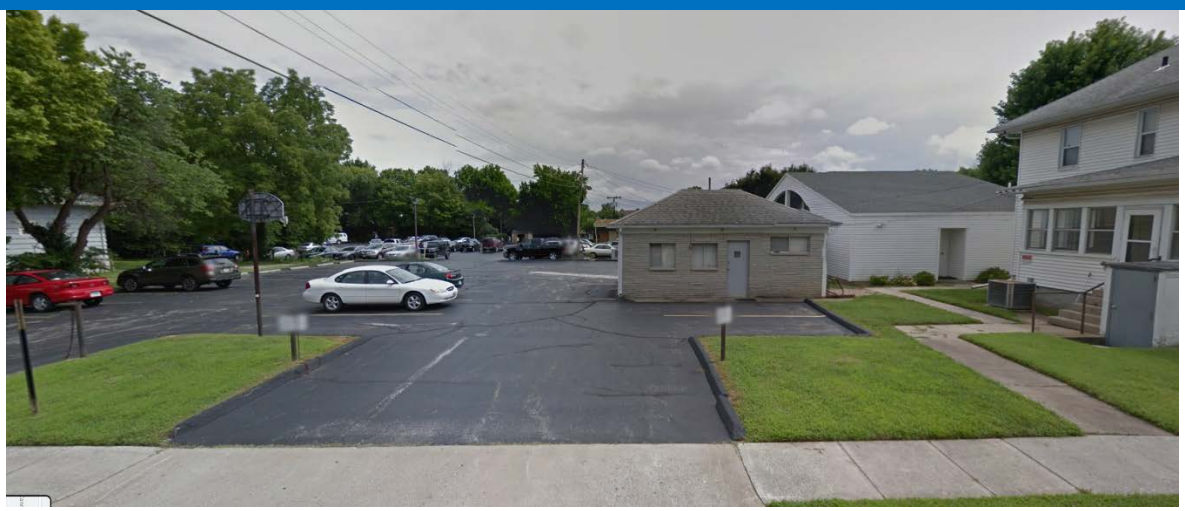
SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	R-SF	PD 372	PD 372	R-HD
LAND USE	Detention basin and single-family residences	Baptist Student Union	Baptist Student Union	Lutheran Student Center

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

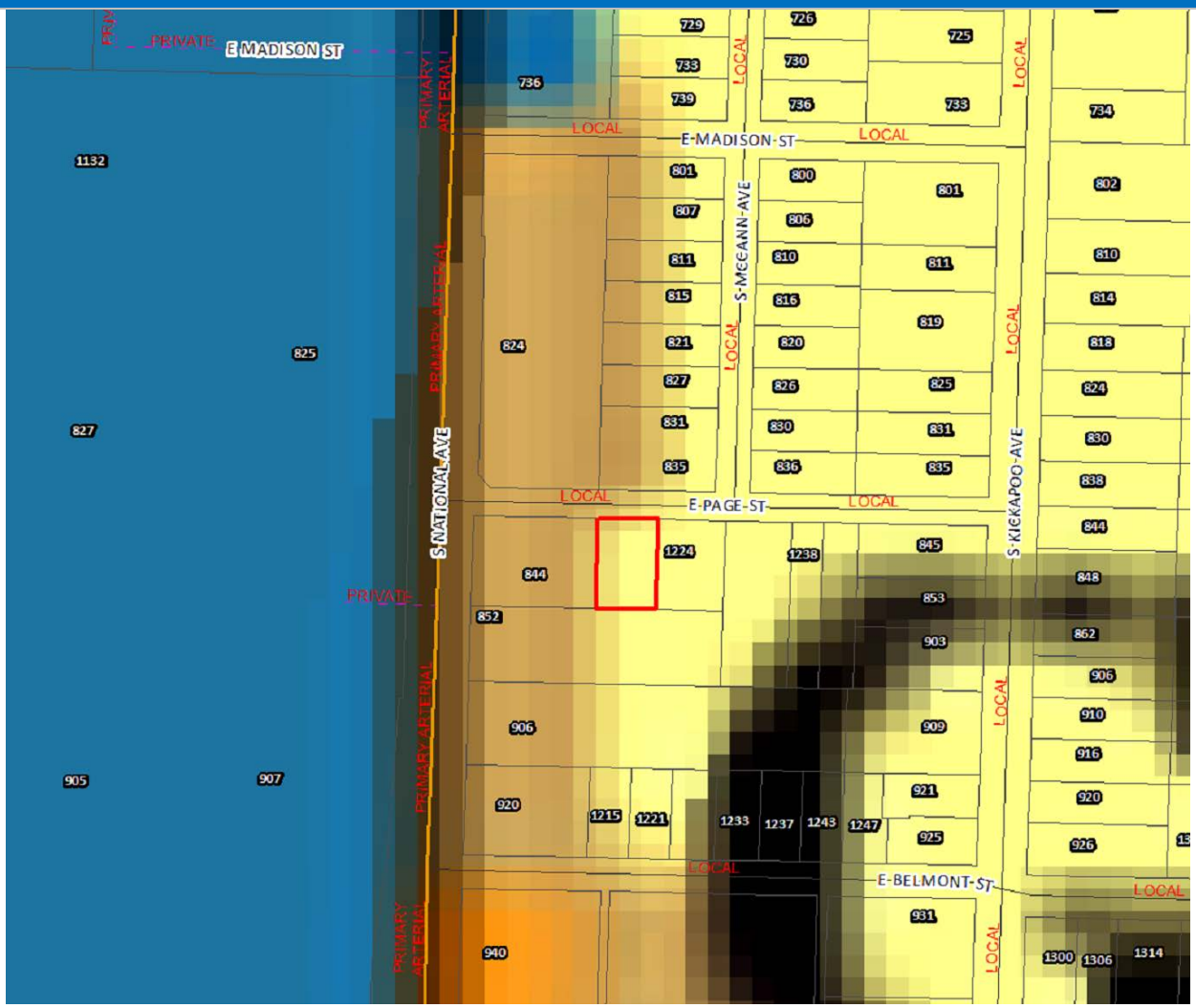


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

Development Review Staff Report

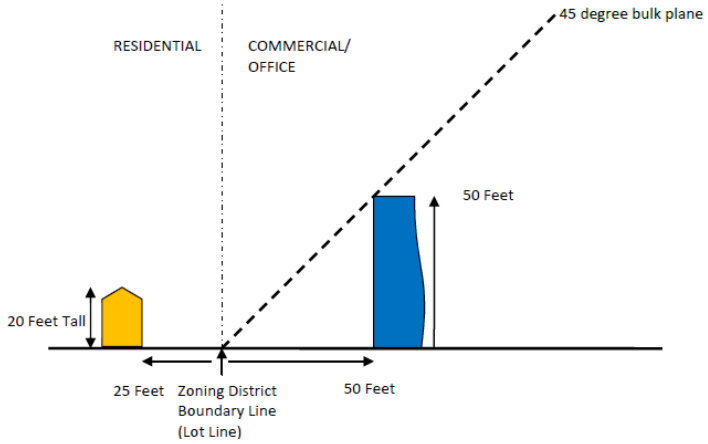
PROPERTY HISTORY:

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:

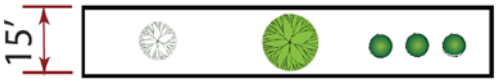
CODE ITEM	REQUIREMENTS FOR R-HD
Use Limitations	N/A
Maximum Structure Height	1. None, except no structure shall exceed 35 feet plus one additional foot for each one foot of setback provided on each side of the structure when the property adjoins an R-TH or R-MHC district. 2. No portion of a multifamily 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	*Side yard:* 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. *Rear yards:* 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

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

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.

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.

One-rdg. _____
P. Hrngs. X
Pgs. 54
Filed: 04-27-21

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021 -110 SPECIAL ORDINANCE _____

AN 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.)

WHEREAS, the Land Clearance for Redevelopment Authority ("LCRA") law, currently found at Sections 99.300 through 99.715 RSMo., provides the City of Springfield with the authority to offer tax abatement incentives to persons and entities who redevelop or rehabilitate blighted property in conformance with an approved Redevelopment Plan; and

WHEREAS, the Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area was originally approved on January 14, 2019, by Special Ordinance 27138; and

WHEREAS, the First Amended Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area was approved on November 2, 2020, by Special Ordinance 27407; and

WHEREAS, Say You Can, LLC, has filed a Second Amended and Restated Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area, seeking to allow construction of an 11-space paved parking lot in lieu of the originally proposed six-stall detached garage; and

WHEREAS, City staff supports the Second Amended and Restated Redevelopment Plan; and

WHEREAS, the Land Clearance for Redevelopment Authority ("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; and

WHEREAS, the Planning and Zoning Commission reviewed the Second Amendment and Restated Redevelopment Plan on April 8, 2021, and recommended it be approved by a vote of 9 to 0.

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

Section 1 – It is hereby found, determined, and declared that 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, is appropriate for the undertaking of a redevelopment project in conformance with the Second Amended and Restated Redevelopment Plan, which is attached as "Exhibit 1" and is incorporated herein by this reference.

Section 2 – The Second Amended and Restated Redevelopment Plan is hereby found to be feasible and reasonable for redevelopment of the area and is in conformity with the general plan for development of the City, and the Second Amended and Restated Redevelopment Plan is appropriate for the acquisition, clearance, reconstruction, rehabilitation, and renewal of the entire area, and for future land uses. The Second Amended Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo., and is hereby adopted by City Council.

Section 3 – The City Manager, or his designee, is authorized to enter into an amended agreement with Say You Can, LLC, that substantially conforms to "Exhibit 2," which is attached hereto and incorporated herein by this reference.

Section 4 – The Authority and the City Manager, or his designee, are hereby authorized to take such actions as are necessary to carry out the Second Amended and Restated Redevelopment Plan with the exception that any future agreements with developers or amendments thereto shall be approved through Council action.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

Approved for Council action: Jason A. Gage, 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 0.51acres 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

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[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]

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[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)

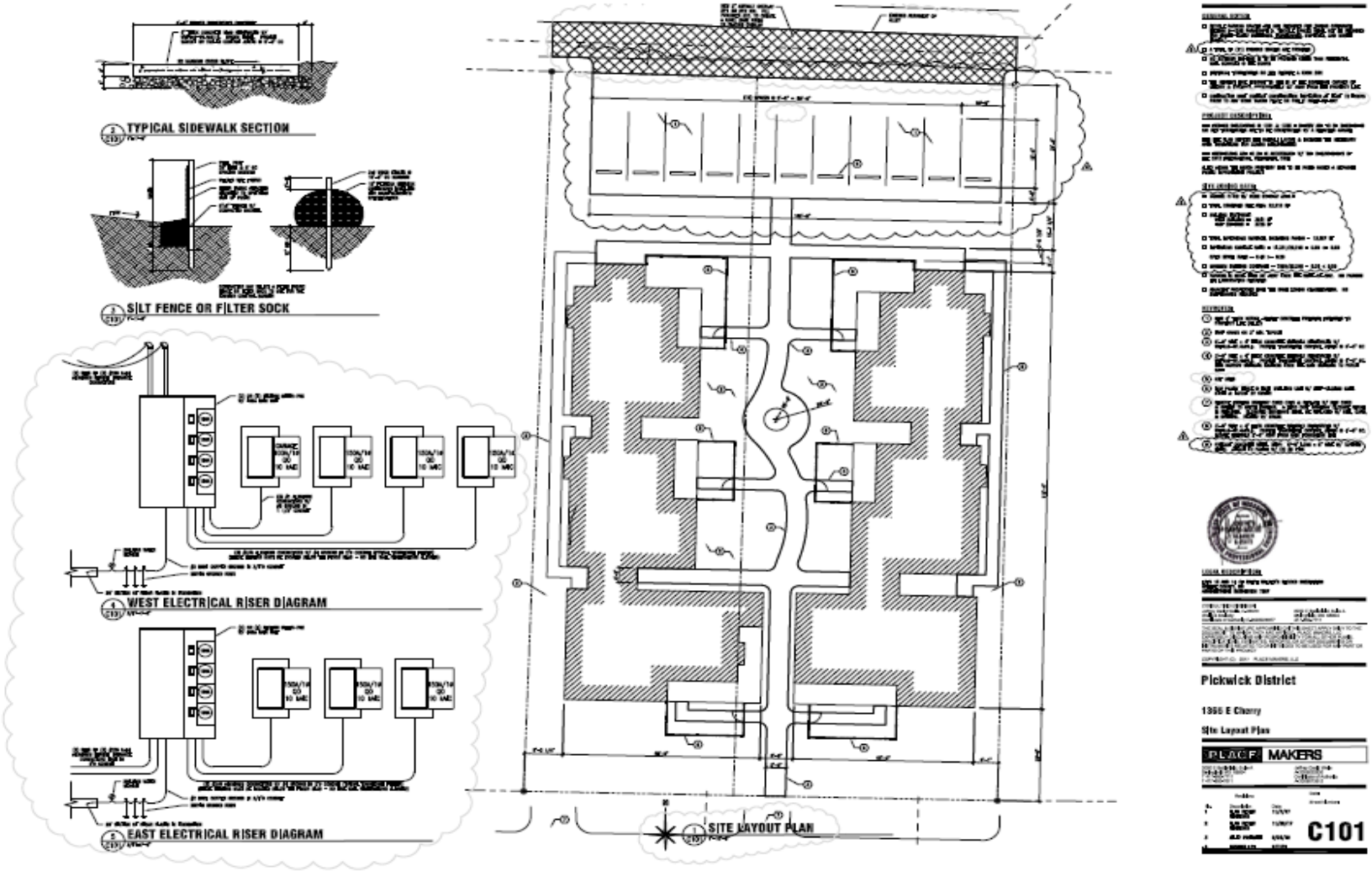
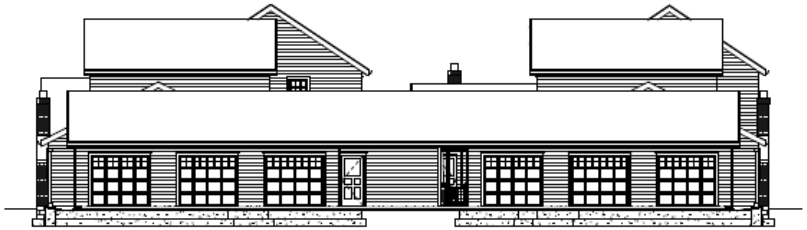


Exhibit D

Site Layout and Design –
(Any depictions of detached garages are inapplicable, replaced with parking lot)

1 A201 **East**



2 A201 **North**

3 A201 **West**

4 A201 **South**

ENGINEERING
Jeffrey David Wells, E-25873
Wells & Society
Certificate of Authority E-
3050 S Battlefield, Suite A
Springfield, MO 65804
417-890-7711

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Pickwick District

1365 E Cherry

Perimeter Elevations

PLACE MAKERS

3050 S Battlefield, Suite A
Springfield, MO 65804
T 417-890-7711
F 417-890-7811

Jeffrey David Wells
A-2005022300
Certificate of Authority
A-2006012012

Revisions

No.	Description	Date	Date	Issue Date

Sheet Number

A201

1 A202 **Courtyard Looking East**

2 A202 **Courtyard Looking North**

3 A202 **Courtyard Looking West**

4 A202 **Courtyard Looking South**

ENGINEERING:
Jeffrey David Wells, E-25673
Wells & Associates
Certificate of Authority E-
2005021677

3050 E Battlefield, Suite A
Springfield, MO 65804
417-890-7711

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Pickwick District

1365 E Cherry

Courtyard Elevations

PLACE MAKERS

3050 E Battlefield, Suite A
Springfield, MO 65804
T 417-890-7711
F 417-890-7811

Jeffrey David Wells
A-2005021677
Certificate of Authority
A-2006013213

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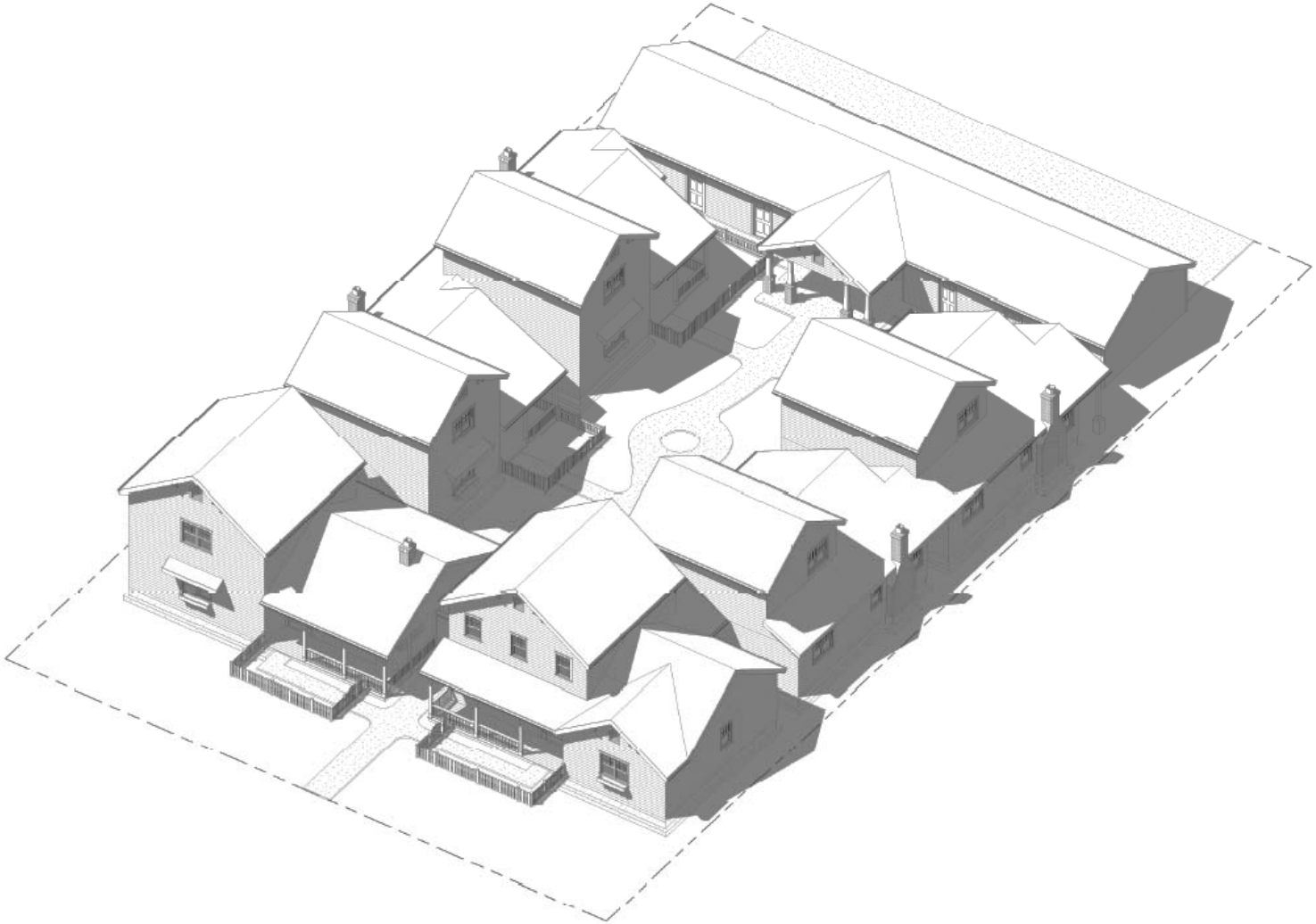

ENGINEERING
Jeffrey David Wells, E-25973
Wells & Society
Certificate of Authority E-
3030 E Battlefield, Suite A
Springfield, MO 65804
417-890-7711

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Pickwick District

1365 E Cherry

Aerial View

PLACE MAKERS

3030 E Battlefield, Suite A
Springfield MO 65804
T 417-890-7711
F 417-890-7811

Jeffrey David Wells
A-2009003300
Certificate of Authority
A-2009003302

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ENGINEERING
Jeffrey David Watts, E-28973
Watts & Scatetta
Certificate of Authority E-
2005020677

3550 E Battlefield, Suite A
Springfield, MO 65804
417-890-7711

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Pickwick District

1365 E Cherry

Cherry St. Views

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3550 E Battlefield, Suite A
Springfield MO 65804
T 417-890-7711
F 417-890-7610

Jeffrey David Watts
A-2005020336
Certificate of Authority
A-2005013912

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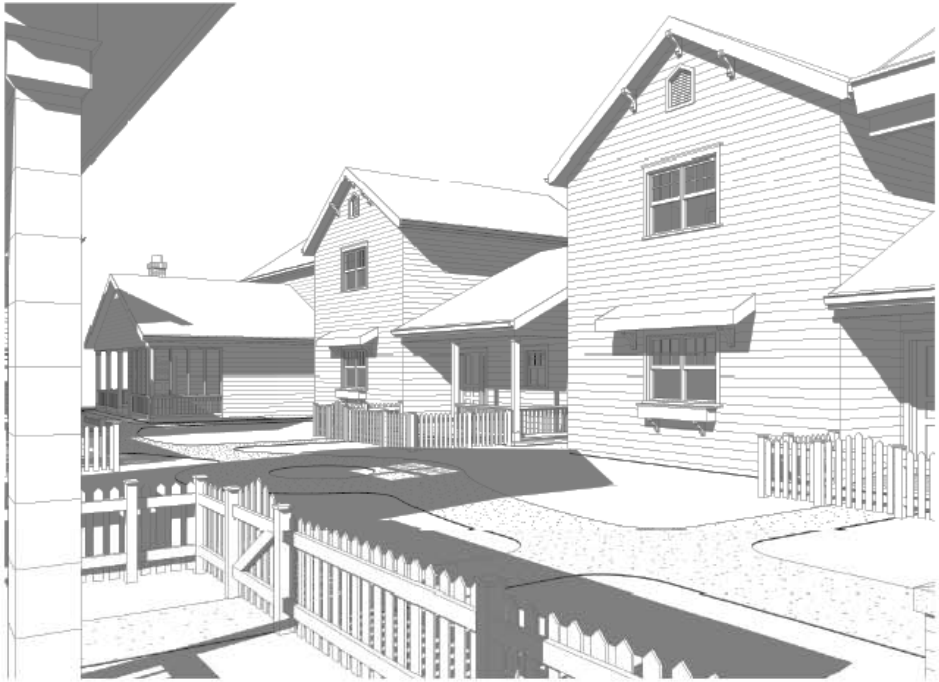

ENGINEERING
Jeffrey David Wells, E-25973
Wells & Scaletty
Certificate of Authority E-
2000021077

3050 E Battlefield, Suite A
Springfield, MO 65804
417-890-7711

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Pickwick District

1365 E Cherry

Courtyard Views

PLACE MAKERS
3050 E Battlefield, Suite A
Springfield, MO 65804
T 417-890-7711
F 417-890-7911

Jeffrey David Wells
A-2000021077
Certificate of Authority
A-2000071072

Revisions

No.	Description	Date

Date:
Issue Date:
Sheet Number:

X106

Pickwick District

1365 E Cherry

Courtyard Views

PLACE MAKERS

X107

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 Assesment 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 Assesment 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

	2020					
	Appraised*			Assessed		
Property	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					
		Appraised*			Assessed		
	Property	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
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	County Seniors' Services	Commercial 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%

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
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	County 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%

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
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	County 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	Tax Revenue: With Redevelopment and Abatement	Tax Revenue: Impact on Jurisdiction (Years 1-10)	Tax Revenue: 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.	***$ 526.58***			***$ 8,643.19***

(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%
Vacany 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

Year9		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.

Simmons Bank
MEMBER FDIC

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.

Simmons Bank
MEMBER FDIC

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

4625 S. National Ave Springfield, MO 65810 417-885-0418 simmonsbank.com

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 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

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.

_____

WHEREAS, D&E Plumbing and Heating, Inc., is the lowest responsive and responsible bidder for the Cherry Street Pedestrian Improvements from Fremont Avenue to Weller Avenue project, #2020PW0074 (the "Project"); and

WHEREAS, the Project includes the construction of traffic calming measures and improvements to pedestrian features in the project area, as depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, bids for this Project were solicited by advertisement in *The Daily Events* from March 22, 2021, to March 27, 2021. Bids were opened on April 13, 2021.

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

Section 1 – City Council hereby approves the plans and specifications for the Cherry Street Pedestrian Improvements from Fremont Avenue to Weller Avenue project, #2020PW0074, and accepts the bid of D&E Plumbing and Heating, Inc., for said Project, at the price and sum of $485,044.00, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder for such work, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as "Exhibit B," and in accordance with the terms of the bid, the plans, and the specifications.

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 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:

Contractor	Bid Amount
D&E Plumbing and Heating, Inc.	$ 485,044.00
Hunter Chase & Associates, Inc.	$ 543,310.40
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:

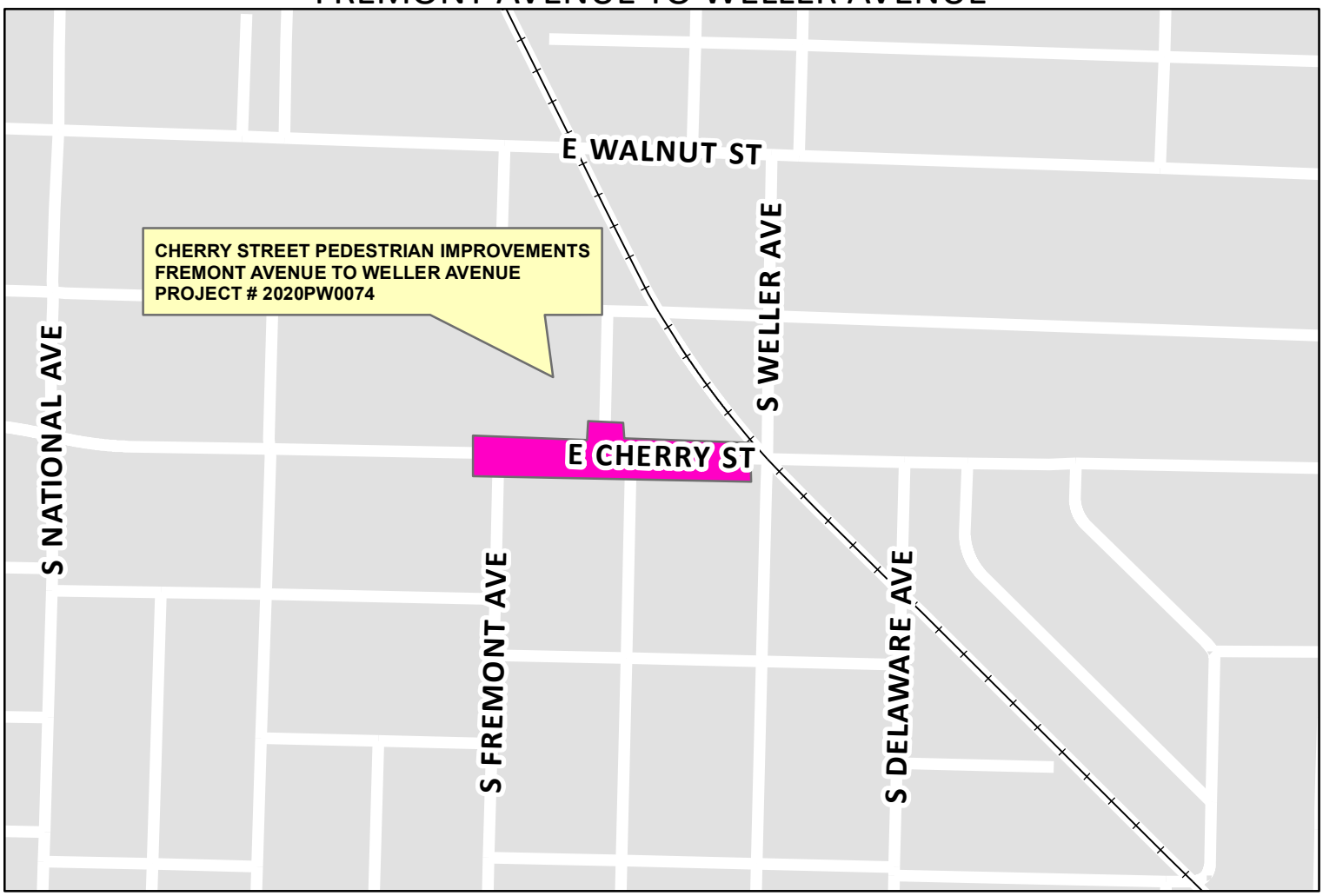
Dan Smith
Director of Public Works

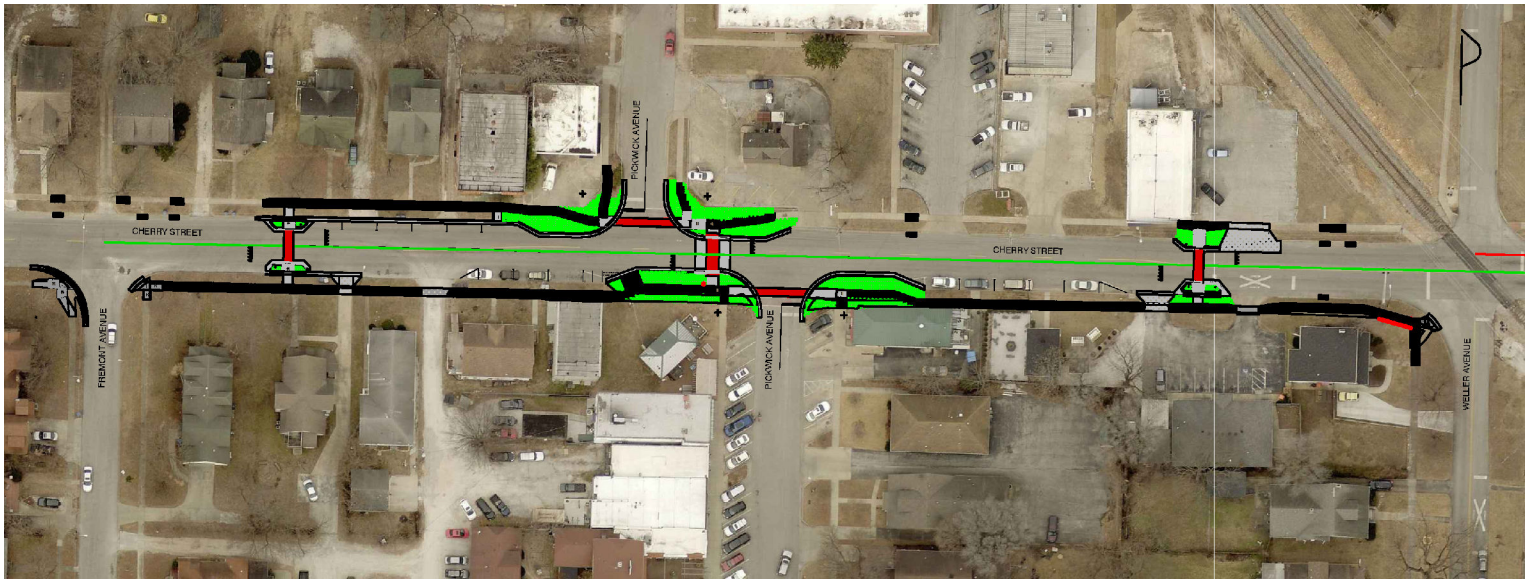
Approved by:

Jason Gage
City Manager

Exhibit A

CHERRY STREET PEDESTRIAN IMPROVEMENTS
FREMONT AVENUE TO WELLER AVENUE





CITY OF Springfield

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

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	**NAME:** **D & E PLUMBING AND HEATING, INC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1112 N FALCON CREST**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: (417) 864- 1937 FAX: (417) 864-1983	**PHONE:** **417-725-5300**
ATTN: **BRETT FOSTER**	**FAX:**
DEPT.: **PUBLIC WORKS**	**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/sovimmunity.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

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.

_____

WHEREAS, an Agreement has been proposed that would allow the use of Surface Transportation Program ("STP") funds to reimburse the City for a portion of the costs of replacing the Walnut Street Bridge over Jordan Creek; and

WHEREAS, federal Surface Transportation Block Grant funds will reimburse 80 percent of the eligible costs incurred by the City, in an amount not to exceed $1,600,000; and

WHEREAS, 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; and

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

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 Missouri Highways and Transportation Commission ("MHTC") STP-Urban Program Agreement, said Agreement to be in substantially the same form as the document attached hereto and incorporated herein by this reference as "Exhibit 1" and to do all things necessary to carry out the intent of the agreement.

Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 054, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 2.”

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 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

Exhibit 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number:	CFDA #20.205	
CFDA Title:	Highway Planning and Construction	
Award name/number:	STBG-5901(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

_____
Assistant Chief Engineer

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Contract Paralegal

Approved as to Form:

_____
Assistant City Attorney

Ordinance No: _____

Exhibit A - Location of Project

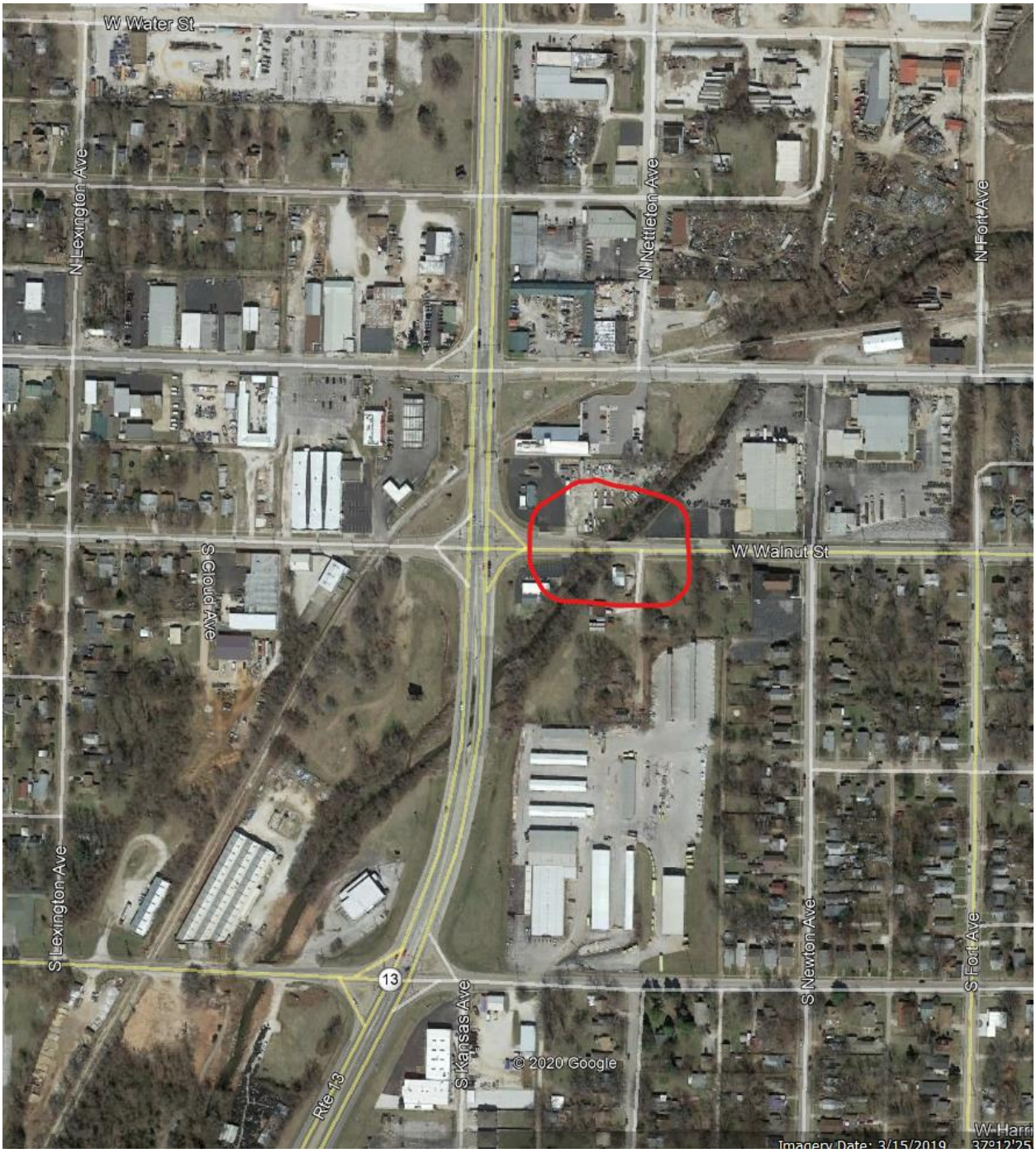


Exhibit B – Project Schedule

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 contacting 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: 4/28/21
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2021-112
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 12
Filed: 05-13-21

Sponsored by: Council

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021-127 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 Pandemic,' and replacing it with a new Article XIII, 'COVID-19 Pandemic,' to revise regulations related to the use of Face Coverings outdoors; amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing Article XIII, 'COVID-19 Pandemic' to be effective May 27, 2021; and declaring an emergency pursuant to City Charter Section 2.12.

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, General Ordinance 6619 included a sunset provision and was set to expire on January 9, 2021; and

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

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

WHEREAS, the increase of COVID-19 cases in Christian County declined in the 28 days following the implementation of masking ordinances by Nixa and Ozark, and it was critical that Springfield continued to contribute to a regional face covering approach to help our broader community reduce the spread of COVID-19; and

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

WHEREAS, General Ordinance 6628 included a sunset provision and was set to expire on April 9, 2021; and

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

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

WHEREAS, another variant from South Africa has quickly become the predominant strain there and is also suspected of having a high potential for transmission; and

WHEREAS, the “Stepping out of the Road to Recovery” memo described the three key indicators that would drive the Health Department’s recommendations to step-down the requirements in the masking ordinance; and

WHEREAS, the three key indicators were the 7-day average case for a 28-day period, hospitalizations due to COVID-19, and the percent of the eligible population in Greene County that has been fully vaccinated; and

WHEREAS, as of April 1, 2021, the 7-day average case count for a 28-day period was 20.29, hospitalizations due to COVID-19 were 30, and the percent of the eligible population in Greene County that had been fully vaccinated was 16.8 percent; therefore, two of the three key indicators to move to the next phase of the Road to Recovery Plan have been met with the third indicator showing strong progress, and the

Springfield-Greene County Health Department recommended remaining in the red phase until April 16, 2021, to allow moving closer to the 25 percent vaccination goal, then progressing to the next phase of the Recovery Plan; and

WHEREAS, the CDC revised its guidance on face coverings on April 27, 2021, allowing for the removal of masks in many outdoor settings for vaccinated individuals; and

WHEREAS, both research and the local experience had found reduced transmission in outdoor settings, and a recent systematic review of research found that less than 10 percent of COVID-19 cases were due to outdoor transmission; and

WHEREAS, local data suggested that 3.6 percent of COVID-19 cases had probable outdoor transmission; and

WHEREAS, on May 4, 2021, City Council adopted General Ordinance 6652 revising regulations related to the use of Face Coverings outdoors; and

WHEREAS, it has been the judgment of City Council that a continued strong community response could slow the rate of spread of COVID-19 in our community and would protect public health and safety but that the community could begin to return to additional activities if certain precautions continued to be taken; and

WHEREAS, based upon advice from the Springfield-Greene County Health Department, although the pandemic is far from over, the COVID-19 mitigation regulations have served their purpose to prevent an overwhelming of the healthcare system and to protect the most vulnerable from the virus, and the community is prepared to move into the next phase of the pandemic, in which core public health principles will continue to be applied, such as case investigations and increasing access to vaccinations, to protect the community from COVID-19.

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

NOTE: Added language is <u>underlined</u>, deleted language is ~~stricken~~.

<u>Section 1</u> – The Springfield City Code, Chapter 58, ‘Health and Sanitation,’ is hereby amended by repealing Article XIII, ‘COVID-19 Pandemic,’ and replacing it with a new Article XIII, ‘COVID-19 Pandemic,’ which reads as follows:

Section 58-1100. – Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any for-profit company, non-profit organization, benevolent association, or educational entity, regardless of its legal organization, form, entity, tax-treatment or structure.

Face Covering means a device that covers the nose and mouth.

Personal care services include, but are not limited to, barbers, hairdressers, manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.

Public Accommodation means a Business or other facility, both public and private, both indoors and outdoors, open to and used by the public, including but not limited to retail stores including groceries, service establishments, schools except schools of higher education, other educational providers, transportation services and associated waiting areas, public and private social clubs, and sporting events.

Section 58-1101. - Centers for Disease Control ("CDC") social distancing requirements.

All Businesses 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 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 except as otherwise provided in this Article ~~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~~; 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.

(1) Counter seating shall not be allowed.

(2) Patrons must wear a Face Covering in indoor waiting areas and while walking to or from indoor seating or throughout the restaurant.

(3) Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others.

(4) All providers of restaurant services to the public shall require Face Coverings as described in this section and in Section 58-1102.

(d) Sports spectators.

(1) Spectators at indoor sporting events and practices must wear a Face Covering as described in Section 58-1102.

(2) Umpires, referees, coaches and other team support personnel shall not be considered a spectator for purposes of this Article, although they are encouraged to wear a Face Covering <u>at indoor sporting events and practices</u>.

(3) All providers of sports activities with spectators shall require Face Coverings as described in this section and in Section 58-1102.

(e) Enhanced risk activities.

(1) An Enhanced Risk Activity is any business or non-business activity that enhances the risk of the spread of a communicable disease by bringing groups of people together to share the same space, indoors in close physical proximity for a period of time. Examples of said activities include but are not limited to:

a. Entertainment, movies, concerts and other live performances, dancing, arcades, gaming, bowling, and billiards and pool;

b. Exhibitions and museums;

c. Fitness classes;

d. Religious services;

e. Conferences, and seminars;

f. Bars, nightclubs, and brewery taprooms;

(2) Notwithstanding any other provision in this Article, an Enhanced Risk Activity is subject to the following at any one time at a particular facility if any persons will remain within six feet of the same other persons for 15 minutes or more:

a. The maximum number of customers and/or patrons allowed in a facility shall be limited to 500 or the result of the total square feet of the facility divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater, and

b. The maximum number of customers allowed in any outdoor space or area shall be limited to 500 or the result of the total square feet of the space or area divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater.

c. Social distancing as set out in Section 58-1101 is recommended.

(3) No counter seating shall be used during any Enhanced Risk Activity.

(4) All providers of an Enhanced Risk Activity shall require Face Coverings as set out in Section 58-1102. Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others. Notwithstanding any other provision in this Article, participants in a baptism ceremony shall not be required to wear a Face Covering during a baptism ceremony or while photographs of the baptism are taken.

(f) Weddings.

(1) All providers of weddings shall require Face Coverings as set out in Section 58-1102. Notwithstanding any other provision in this Article, the wedding party shall not be required to wear a Face Covering during a wedding ceremony or while photographs of the wedding and reception are taken.

(g) Funerals.

(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 – Effective 11:59 p.m. on May 27, 2021, City Council hereby amends the Springfield City Code, Chapter 58, 'Health and Sanitation,' by repealing in its entirety Article XIII, 'COVID-19 Pandemic,' which added regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or 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 4 – 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 5 – 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

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-_127__

FILED: _05-13-21_

ORIGINATING DEPARTMENT: Health Department

PURPOSE: Amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' Article XIII, 'COVID-19 Pandemic,' to revise regulations related to the use of Face Coverings outdoors; and repealing Article XIII, 'COVID-19 Pandemic,' effective May 27, 2021.

REMARKS: The Springfield-Greene County Health Department supports the repeal on May 27, 2021, of Springfield City Code, Chapter 58, Article XIII, 'COVID-19 Pandemic,' which requires the use of masking and other mitigation strategies to slow the spread of COVID-19. In addition, the Health Department is supportive of removing all outdoor masking requirements immediately.

This support is based on data and experience with the virus. Cases and hospitalizations continue to remain stable and significantly lower than at the height of the pandemic. Recent increases in cases and hospitalizations have been both moderate and short-lived. The most recent instance increased the 7-day rolling average of cases by 11 and returned to normal levels within 9 days. These experiences provide increased confidence in ability to respond to future cases due to COVID-19.

The vaccination continues to rise, but at a slowed rate. By the end of May, all eligible individuals will have had at least seven weeks to be vaccinated and vaccine supply has been adequate to meet the demand. Currently, 67 percent of people 65 and older are fully vaccinated, providing protection against the most vulnerable to the virus. Thirty-five percent of all eligible individuals in Greene County are fully vaccinated.

Although the pandemic is far from over, the regulations have served their purpose to prevent an overwhelming of the healthcare system and to protect the most vulnerable from the virus. The Health Department and community are prepared to move into the next phase of the pandemic, in which core public health principles will continue to be applied, such as case investigations and increasing access to vaccinations, to protect the community from COVID-19.

Submitted by:

Katie Towns
Acting Director of Health

Approved by:

Jason Gage
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 17
Filed: 05-11-21

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021 - 116 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a subaward from the Missouri Department of Public Safety via Missouri State University on behalf of the Springfield Fire Department, which includes multiple pieces of equipment that will support the sustainment and operation of the Springfield Fire Department Hazardous Materials and Technical Rescue Teams and the Bomb Squad, as components of the Region D Homeland Security Regional Response System, valued at $212,253.03, from the State Homeland Security Grant Program; and declaring that this Ordinance qualifies for approval on one reading.

WHEREAS, the Springfield Fire Department ("SFD") currently utilizes equipment which was purchased through the Homeland Security Grant Program ("HSGP") to establish core capabilities of response to hazardous material ("HAZMAT"), weapons of mass destruction and structure collapse incidents within the City as well as Missouri Region D; and

WHEREAS, these capabilities are identified as core requirements for the HAZMAT and Technical Rescue Teams as well as the Bomb Squad by the State's Homeland Security Regional Response System ("HSRRS"); therefore, the updates and maintenance are currently funded through this grant process; and

WHEREAS, this grant will provide for replacement of portable chemical detection systems, a handheld chemical analyzer, and necessary items for maintenance, calibration and use of monitoring equipment valued at $ 71,870.00 for the HAZMAT Team; and

WHEREAS, this grant will provide for the purchase of personal protective equipment valued at $32,704.00, necessary for the sustainment of the Bomb Squad capabilities identified as core requirements for the Bomb Squad; and

WHEREAS, this grant will also provide for the sustainment of capabilities for the Technical Rescue Team by providing equipment and necessary training used in critical stabilization and search and rescue valued at $107,679.03; and

WHEREAS, the Hazardous Materials Team, Technical Rescue Team and Bomb Squad are critical parts of the HSRRS, which is designed to respond to chemical, biologic, radiologic, nuclear, and explosive incidents; and

WHEREAS, this equipment is necessary to maintain the safety of SFD personnel and to provide the response capabilities deemed core requirements for the HSRRS.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept equipment, for the SFD Bomb Squad, HAZMAT Team and Technical Rescue Team, with a total value of $212,253.03, and to do all things necessary to carry out the intent of the grant, including the execution of contracts upon approval as to form by the City Attorney.

Section 2 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of equipment from the 2020 State Homeland Security Grant Program and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-116

FILED: 05-11-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: To accept equipment, supplies and training for the sustainment of current capabilities for the Hazardous Materials (HAZMAT) and Technical Rescue Teams, and the Bomb Squad, as components of the Region D Homeland Security Regional Response System (HSRRS), valued at $212,253.03, from the State Homeland Security Grant Program.

BACKGROUND AND REMARKS: The Springfield Fire Department ("SFD") currently utilizes equipment which was purchased through Office of Homeland Security grants to establish core capabilities of response to hazardous material, weapons of mass destruction and structure collapse incidents within Springfield, as well as Missouri Region D. The capabilities are identified as core requirements for the Teams and the Bomb Squad by the State's HSRRS; therefore, the updates and maintenance are currently funded through this grant process.

This grant covers the sustainment of current HAZMAT capabilities through the replacement of portable chemical detection systems, handheld chemical analyzer, and necessary items for maintenance, calibration and use of monitoring equipment. This new equipment replaces five pieces of monitoring equipment which have reached the end of their usable life, as well as consumable items. The value for sustainment of the HAZMAT items is $71,870.00. The project number is 21164, and the Fiscal Year is the 2020 State Homeland Security Grant Program grant ("SHSGP") (CFDA 97.067) period.

Additionally, this grant will provide for the purchase of personal protective equipment necessary for the sustainment of the Bomb Squad capabilities identified as core requirements for the Bomb Squad by the State's Homeland Security Regional Response System (HSRRS), and required by the U.S. Department of Justice and FBI Bomb Squad Commanders Advisory Board as part of the Bomb Squad accreditation process.

The equipment includes the replacement of personal protective equipment for the Bomb Technician. The value of this equipment is $32,704.00. The project number is 21164, and the Fiscal Year is the 2020 SHSGP (CFDA 97.067) period.

Finally, this grant will provide for the sustainment of capabilities for the Technical Rescue Team by providing replacement of critical stabilization and search & rescue equipment ($67,679.03) and training ($40,000.00) specific to structure collapse rescue,

with a total value of $107,679.03. The project number is 21164, and the Fiscal Year is the 2020 SHSGP (CFDA 97.067) period.

These requests were approved by the Regional Homeland Security Oversight Committee as priority purchases to protect Southwest Missouri. This Ordinance authorizes the acceptance of equipment and supplies from the State and may be passed as a one-reading ordinance under City Charter Section 2.16 (25) as it relates to the acceptance of grant funds from a state agency.

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

Exhibit A

Board of Governors of Missouri State University

SUBAWARD AGREEMENT

901 South National Avenue
Springfield, MO 65897-0027

DATE 03/17/2021	
FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER 05

SUBRECIPIENT NAME Springfield Fire Department	DUNS NUMBER / EIN
ADDRESS 830 Boonville	
CITY Springfield	STATE MO / ZIP CODE 65802-3832
TOTAL AMOUNT OF THE FEDERAL AWARD $212,253.03	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION $212,253.03
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT $212,253.03	TOTAL APPROVED COST SHARING OR MATCHING n/a
PROJECT PERIOD FROM 09/01/2020 / PROJECT PERIOD TO 08/31/2022	FEDERAL AWARD DATE 09/01/2020
PROJECT TITLE Region D - Regionalization	FUNDED BY FY 2020 State Homeland Security Grant Program
FEDERAL AWARDING AGENCY U.S. Department of Homeland Security / PASS THROUGH ENITITY MO Dept. of Public Safety via the Missouri State University (MSU)	IS THIS AWARD R&D YES ☐ NO ☒ / INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) n/a MSU will procure

CONTACT INFORMATION

MSU PROJECT PERSONNEL	SUBRECIPIENT PROJECT DIRECTOR
PROJECT DIRECTOR Dorothy Wittorff-Sandgren	NAME David Pennington
CONTACT Dwittorff-sandgren@missouristate.edu / 417-836-6900	ADDRESS (If different from above)
GRANT SPECIALIST Janene Proctor / Research Administration	CITY, STATE AND ZIP CODE
CONTACT janeneproctor@missouristate.edu / 417-836-8419	TELEPHONE 417-864-1505 / E-MAIL ADDRESS dpennington@springfieldmo.gov

SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY20 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for threats and hazards that pose the greatest risk to the security of the U.S. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to strengthen national preparedness and resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community.

MISSOURI STATE UNIVERSITY		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF MSU OFFICIAL Dr. James Baker, V.P., Research & Economic Development		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
SIGNATURE OF APPROVING MSU OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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Article I – Summary Description of Award
The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials
Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags
Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001
Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management
Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII – Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

Article VIII – Rehabilitation act of 1973
Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI – SAFECOM
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation
Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII – Debarment and Suspension
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright
Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

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

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)
Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975,* Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad
Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX– Acknowledgement of Federal Funding from DHS
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights
Subrecipients are subject to the *Bayh-Dole Act,* 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-supplanting Requirement
Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act
Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions
Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://jwww.lep.gov.

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

Article XXX- Fly America Act of 1974
Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974,* 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving
Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status
All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - *False Claims Act* and Program Fraud Civil Remedies
Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act
Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX
Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972,* Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - *Civil Rights Act of 1968*
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

Article XL – DHS/OHS Specific Acknowledgements and Assurances
All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.

2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

Article XLI – Office of Homeland Security, Specific
By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.

4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

    a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

    b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.

7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.

10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.

11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.

13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.

14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged “Purchased with U.S. Department of Homeland Security Funds.”

15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.

17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.

18. Purchases from a single feasible source must have prior approval from the OHS.

19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

Article XLII - Special Conditions

Structure Collapse Equipment Sustainment EMW-2020-SS-00051-05-04	$67,679.03
Structure Collapse Training Sustainment EMW-2020-SS-00051-05-05	$40,000.00
Hazmat Monitor Replacement EMW-2020-SS-00051-05-06	$3,700.00
Hazmat Monitor Sustainment EMW-2020-SS-00051-05-07	$3,670.00
Hazmat Monitor Replacement EMW-2020-SS-00051-05-08	$64,500.00
Bomb Suite EMW-2020-SS-00051-05-09	$32,704.00

Procurement of items up to $212,253.03 to be performed by Missouri State University / Southwest Missouri Council of Governments on behalf of the Springfield Fire Department.

Any titles are retained by the Springfield Fire Department.

One-rdg. X
P. Hrngs. _____
Pgs. 28
Filed: 05-11-21

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 117 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into Better Utilizing Investments to Leverage Development 2019 Program Agreement with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding the Grant Avenue Parkway project; amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $20,960,822 to appropriate the federal reimbursement funds for this project; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25).

WHEREAS, the Grant Avenue Parkway project (the "Project") will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street as well as a bicycle route through downtown; and

WHEREAS, the Project will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium and will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail network; and

WHEREAS, the Better Utilizing Investments to Leverage Development ("BUILD") 2019 Program Agreement allows for federal reimbursement of up to $20,960,822 for the design, project management, right-of-way acquisition and construction costs associated with the Project; and

WHEREAS, the estimated cost to the City is a minimum of $5,240,206, of which $4,240,206 will be funded from the 1/8-cent Transportation Sales Tax and the 1/4-cent Capital Improvements Sales Tax and is already budgeted, and $1,000,000 will be funded by City Utilities and is not yet budgeted.

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 BUILD 2019 Program Agreement with the Missouri Highways and Transportation Commission, said Agreement to be in substantially the same form as “Exhibit A,” which is attached hereto and incorporated herein by reference, and to do those things necessary to carry out the intent of the Agreement.

Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 068, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 3 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from a state or federal government agency and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25).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 2021-117

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Better Utilizing Investments to Leverage Development ("BUILD") 2019 Program Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding the Grant Avenue Parkway project, and amending the Fiscal Year 2020 - 2021 budget of the Department of Public Works in the amount of $20,960,822 to appropriate the federal reimbursement funds for this project.

BACKGROUND INFORMATION: The Grant Avenue Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street as well as a bicycle route through downtown. The Parkway route will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium and will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail network. The project will include bike and pedestrian friendly facilities, various traffic-calming improvements, bridge enhancements, utility upgrades, fiber connectivity and additional crossing and intersection improvements.

This BUILD Agreement allows for federal reimbursement of up to $20,960,822 for the design, project management, right-of-way acquisition and construction costs associated with the Grant Avenue Parkway project. The City will contribute a minimum of $5,240,206 which will be funded through a combination of the 1/8-cent Transportation Sales Tax and the 1/4-cent Capital Improvements Sales Tax, and those funds ($4,240,206) are already budgeted. A portion of the City's minimum funding will be from a City Utilities contribution ($1,000,000) that is not yet 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

Exhibit A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified: 11/20 (MWH)

CFDA Number:	CFDA #20.205	
CFDA Title:	Highway Planning and Construction	
Award name/number:	BUILD-5901(816)	TIP# SP2015
Award Year:	2021	
Federal Agency:	Federal Highway Administration, Department of Transportation	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BUILD 2019 PROGRAM AGREEMENT

THIS BUILD 2019 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 Consolidated Appropriations Act, 2019 (Pub. L. 116-6, February 15, 2019), authorizes National Infrastructure Investments Discretionary Grant Program Funds (BUILD Transportation Funds) for transportation related projects; and

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

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement; and

WHEREAS, those improvements are also to be designed and constructed in compliance with the provisions of the BUILD Grant Agreement between the US Department of Transportation and the City.

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 BUILD funds to the City. The improvement contemplated by this Agreement and designated as Project BUILD-5901(816) involves the reconstruction of Grant Avenue from Sunshine Street to Downtown Springfield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project BUILD-5901(816) 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:

Along Grant Avenue, from Sunshine Street to Downtown Springfield, a length of approximately 3.3 miles.

(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. 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. The project schedule is shown on an attachment hereto marked “Exhibit B” and incorporated herein by reference.

(4) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project 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 operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(5) 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.

(6) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction by 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.

(7) 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.

(8) 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.

(9) 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 the City. Any costs incurred by the 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 One hundred percent (100%) ***not to exceed*** twenty million nine hundred sixty thousand eight hundred twenty-two dollars (**$20,960,822.00**). In accordance to the BUILD Grant Agreement between the City and the United States Department of Transportation (USDOT), the City shall certify that not less than five million two hundred forty thousand two hundred six dollars ($5,240,206.00) in non-Federal funds are committed to fund the Project. 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 the 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.

(10) 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.

(11) 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).

(12) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project BUILD-5901(816) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(14) 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

(24) COMMISSION REPRESENTATIVE: The Commission's Chief 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.

(25) 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:
Leree Reese
City of Springfield
840 Boonville, Springfield, MO 65802
Phone # 417-864-2069
lreese@springfieldmo.gov

(B) To the Commission:
Chad Zickefoose
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or

a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) 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 (26) 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.

(27) 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.

(28) 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.

(29) 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.

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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

_____
Assistant Chief Engineer

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Contract Paralegal

Approved as to Form:

_____
Assistant City Attorney

Ordinance No: _____

Exhibit A - Location of Project

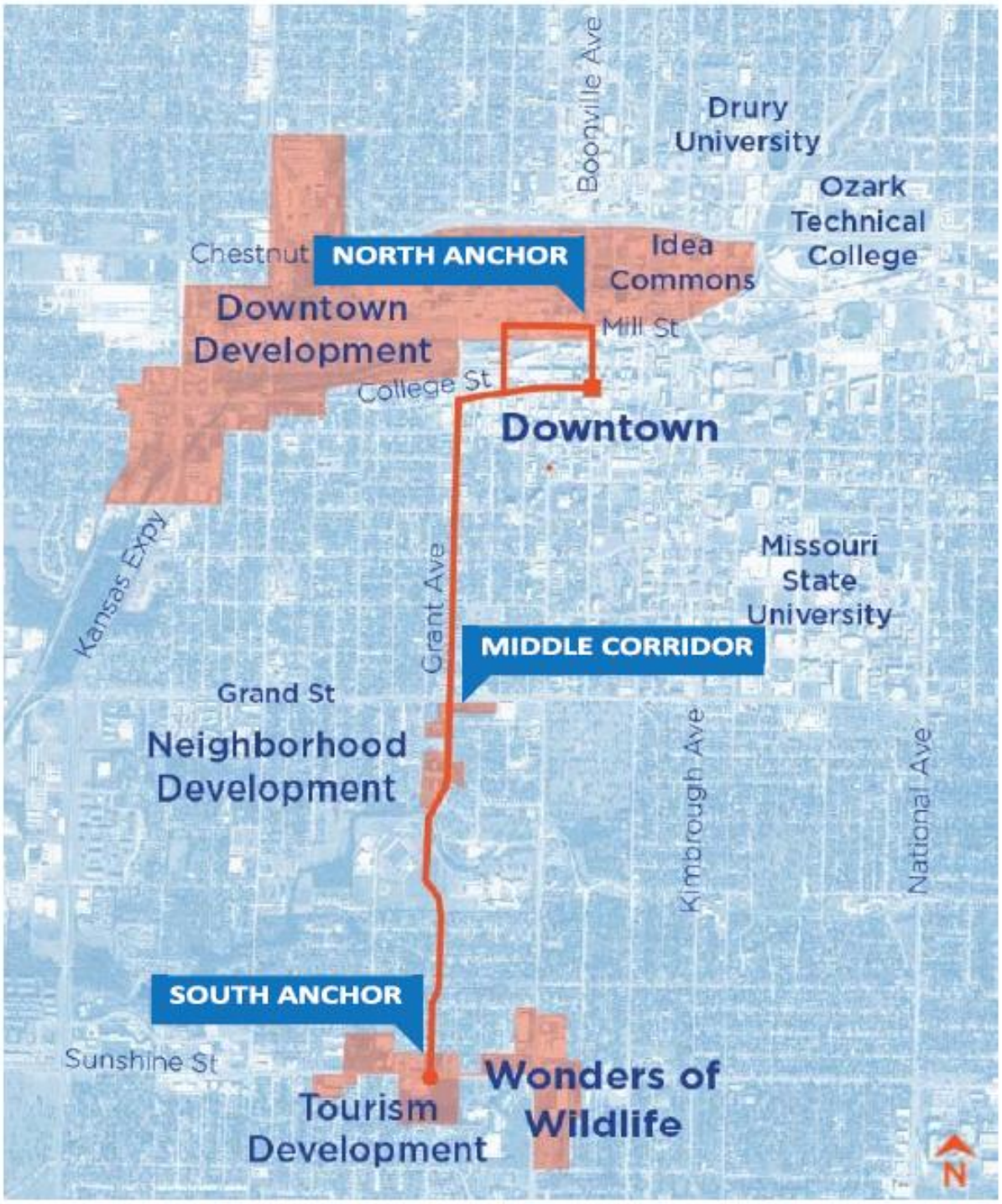


Exhibit B – Project Schedule

Project Description: Project BUILD-5901(816) involves the reconstruction of Grant Avenue from Sunshine Street to Downtown Springfield.

Task	**Date**
Date funding is made available or allocated to recipient	November 2019
Solicitation for Professional Engineering Services (advertised)	May 2020
Engineering Services Contract Approved	August 2020
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	N/A
Plans, Specifications & Estimate (PS&E) Submittal (or Design Build RFQ Submittal)	April 2021
Plans, Specifications & Estimate (PS&E) Approval (or Design Build RFQ Approval)	June 2021
Advertisement for Letting	July 2021
Bid Opening	September 2021
Construction Contract Award or Planning Study completed **(REQUIRED)**	November 2021

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

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 contacting 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 B

Budget Adjustment
068

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102834	00000	$ 20,960,822	Federal BUILD Grant Revenues
Net Revenue Adjustment						$ 20,960,822	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102834	00000	$ 20,960,822	Grant Ave Parkway Improvements - Federal Grant Portion
Net Expenditure Adjustment						$ 20,960,822	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating federal BUILD grant funds ($20,960,822) for the Grant Avenue Parkway Improvements based on the proposed MoDOT BUILD 2019 Program Agreement.

Requested By:

Dan Smith 5/12/21
Department Head Date

Approved By:

5/12/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-117
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-11-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021-118 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount of $500,000, from the Sunderland Foundation, and through the Springfield Art Museum Foundation, to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of $500,000.

_____

WHEREAS, as part of the Master Plan for the Springfield Art Museum ("Museum"), the Museum's parking will be relocated to the north side of the Museum's property; and

WHEREAS, the Art Museum North Parking Improvements Project ("Project") is part of Phase I of the Master Plan, and Phase I will also include construction of a vehicular entrance on the northwest portion of the Museum property; improvements to the amphitheater, lighting, and accessibility through the construction of additional trails and sidewalks; and aesthetic improvements to the landscape through plantings; and

WHEREAS, the Springfield Art Museum Foundation, a group tasked with raising money on behalf of the Museum, has received a grant from the Sunderland Foundation in the amount of $500,000 for the design and construction of the Project, as shown in "Exhibit A," which is attached hereto and incorporated herein by this reference.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $500,000 from the Sunderland Foundation, through the Springfield Art Museum Foundation, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the Springfield Art Museum, for the Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 069 in the amount of $500,000, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – 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: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-118

FILED: 05-11-21

ORIGINATING DEPARTMENT: Art Museum

PURPOSE: Authorizing the City Manager, or his designee, to accept grant funds from the Springfield Art Museum Foundation to support construction of the Art Museum North Parking Improvements project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of $500,000.

BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, the Museum's parking will be relocated to the north side of the Museum property. This project is part of Phase I of implementation of the Master plan. Phase I will also include the construction of a new parking lot and vehicular entrance on the northwest portion of the Museum property as well as improvements to the Amphitheater, lighting, accessibility through the construction of additional trails and sidewalks, and aesthetic improvements to the landscape through plantings.

The Springfield Art Museum Foundation, a group tasked with raising money on behalf of the Art Museum received a generous grant from the Sunderland Foundation for the purpose of the design and construction of the Art Museum North Parking Improvements. This Council Bill will authorize the acceptance of these funds for this purpose from the Springfield Art Museum Foundation. This project is consistent with parking improvements shown in the Art Museum Master Plan.

REMARKS: This Council Bill will authorize the City of Springfield to accept the grant funds. The Art Museum recommends approval of this Council Bill and budget adjustment.

This project supports the following City Council Priorities:

- Quality of Place
- Economic Vitality

Submitted by:

_____
Nick Nelson, Director of Art Museum

Recommended by:

_____
Jeff Schmitt, Art Museum Board Chair

Approved by:

_____
Jason Gage, City Manager

SUNDERLAND
FOUNDATION

5700 W 112th Street, Suite 320
Overland Park, KS 66211
(913) 335-6454

May 15, 2020

Mr. Nick Nelson
Springfield Art Museum
1111 East Brookside Drive
Springfield, MO 65807

Dear Mr. Nelson:

On behalf of the Sunderland Foundation, I am pleased to inform you that your grant request supporting the relocation of the parking lot has been approved in the amount of $500,000.00. Our payment is enclosed.

Please note that your acceptance of this grant is subject to the following terms and conditions:

1. No part of this grant shall be used for any purpose other than the purpose specified in your proposal/request and this letter;
2. Upon our request, you shall furnish to the Foundation a full and complete report describing the way in which the grant funds were spent and the progress that was made in accomplishing the purposes of the grant;
3. No part of this grant shall be used for any purpose other than the one specified in section 170(c)(2)(b) of the Internal Revenue Code;
4. You will allow the Foundation to review and approve the text of any proposed publicity or announcement concerning this grant prior to its release;
5. You shall notify the Foundation immediately in writing if (a) the grantee's exemption is revoked or believes it may be revoked, or (b) any change is made or proposed to grantee's classification as an organization described in section 509 (a)(1), (2), (3), or as a private operating foundation.

I look forward to receiving more information about the project when it is completed. Please call with any questions.

Sincerely,

J Randall Vance

J. Randall Vance
President & COO

JRV/srj

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
069

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	416030			$ 500,000	Sunderland Foundation Grant through the Springfield Art Muesum Foundation
Net Revenue Adjustment						$ 500,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	509110			$ 500,000	Construction Capital Improvement
Net Expenditure Adjustment						$ 500,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriating grant funds from the Sunderland Foundation through the Springfield Art Muesum Foundation for the design and construction of the Art Muesum North parking lot improvements.

Requested By:

5/12/21
Department Head Date

Approved By:

5/21/12
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-118
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 23
Filed 05-11-21

Sponsored by Romine

First Reading _____ Second Reading _____

COUNCIL BILL 2021- 119 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 237 West Mill Street as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

_____

WHEREAS, the City has identified the daylighting of Jordan Creek as promoting Council priorities of Economic Vitality, Quality of Place, Public Safety, and Fiscal Sustainability and Accountability; and

WHEREAS, the Renew Jordan Creek Phase I project, as included in the 2021 Capital Improvements Program approved by the Planning and Zoning Commission and adopted by Council in Resolution 10549, specifically provides for the acquisition of 237 West Mill Street; and

WHEREAS, funding for this project is provided from the Level Property Tax Bonds that are already budgeted for this project.

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, said contract to be substantially in the form and content as that document attached hereto and incorporated herein by this reference as “Exhibit A,” to purchase the property generally located at 237 West Mill Street as part of the Renew Jordan Creek Phase I project, and to do all things necessary to carry out the intent of the contract, including executing all necessary documents, provided the form of the documents are approved by the City Attorney.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-119

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager or his designee to enter into a contract for the purchase of real property located at 237 West Mill Street as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. See attached contract with exhibits.

BACKGROUND INFORMATION: This tract is within the limits of the Renew Jordan Creek from Main to Boonville project (2019PW0073) and is vital to implementing the community's vision identified in the Jordan Valley Concept Plan to restore Jordan Creek to a natural condition with adjacent open space, greenway trail, and other public use areas. The two primary goals for the project are to address flooding and water quality in the Jordan Creek watershed and create an urban greenway amenity that becomes a destination for downtown and serves as a catalyst for further surrounding development. This property acquisition is specifically listed under the Renew Jordan Creek Phase I from Main to Boonville project (18-0043) in the 2021 Capital Improvement Plan reviewed by the Planning and Zoning Commission and adopted by City Council in Resolution 10549.

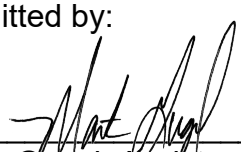
The purchase price of $580,000 was established by an independent appraiser. Funding for this purchase will be provided from the Level Property Tax ("LPT") Bonds that are already budgeted for this project.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	

CITY	SELLER	
CITY OF SPRINGFIELD	Name(s): **Missouri State University Development Corporation**	
840 BOONVILLE, PO BOX 8368	Address: **901 S. National Avenue**	
SPRINGFIELD, MO 65802	**Springfield, MO 65897**	
PHONE: (417) 864-2057 FAX (417) 864-1907	Phone: **(417) 836-8464**	Fax: **(417) 836-4550**
E-MAIL: PBLEES@SPRINGFIELDMO.GOV	Attention: **Jen Cox**	
ATTN: PAUL BLEES	**jencox@missouristate.edu**	
DEPT: PUBLIC WORKS	SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES**. This Contract is made by and between the parties identified above, and effective as of the date and time of last acceptance, hereinafter referred to as Effective Date.

2. **PURPOSE**. The City is engaged in carrying out a public works improvement project known as: **Renewal of Jordan Creek Storm Water Improvement Project – Phase 1 (2019PW0073)**, hereinafter referred to as "Project," in an area located in the City; and

3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements and restrictions, the real property commonly known as **237 W. Mill Street** (also known as MSU Parking Lot # 46) located in Springfield, Greene County, State of Missouri, more particularly described as follows: (See Exhibit 1), together with all attached improvements located on the property, all of which is the "Property" in this Contract.

4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:

a. **Price**. The City agrees to pay the amount of Five Hundred Eighty Thousand and no/100 Dollars ($580,000) for the Property, payable in cash or certified check. The purchase price was agreed upon between the parties and based on an independent appraisal completed by CBRE, Inc. dated August 11, 2020 (Exhibit 2 – Letter of Transmittal).

b. **Contingencies**. This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:

(1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.

(2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.

(3) The project authorizing this improvement has not been approved by the Planning and Zoning Commission of the City of Springfield. (Approved by Planning and Zoning on January 14, 2021.)

(4) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain exceptions unacceptable to City.

(5) The City does not have appropriated unencumbered funds necessary to purchase the property.

(6) The purchase of the property has not been approved by City Council at the time of execution of this contract.

(7) Other Contingencies: None

(8) **Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.**

5. **SELLER'S REPRESENTATIONS**. Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

6. **SELLER(S)' RELEASE OF CLAIMS**. As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION (flood prone area), effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees with respect to any such occurrences.

7. **ADDITIONAL TERMS AND CONDITIONS**.

a. The City shall grant Missouri State University (MSU) a license for continued use of the parking lot pursuant to separate parking lot agreement (Exhibit 4).

b. Buyer shall reimburse seller for ½ of the appraisal fee at closing ($500 / 2 = $250)

c. Seller shall make no changes or alterations to the property from the execution of this document until closing.

The following Exhibits, are attached and incorporated herein at the time of acceptance:

Exhibit 1 – Title Commitment – MS191129

Exhibit 2 – CBRE Letter of Transmittal

Exhibit 3 – Greene County Assessor's Parcel Map – 88-13-24-209-004

Exhibit 4 – Parking Lot Agreement

Exhibit 5 – Boundary Survey

8. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **31st day of August, 2021**, (the Closing Date), unless otherwise agreed to in writing.

b. The City shall take title and possession of the Property at the time of closing, subject to parking lot agreement.

c. Seller acknowledges that sales proceeds may not be disbursed until the deed has been recorded.

9. **CLOSING PROCEDURES**. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 4121 S. Fremont Avenue, Suite 152, Springfield, Missouri 65804.**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise

agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close, or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

10. **PRORATION.**

a. Insurance, interest, rentals, and association dues, if applicable, shall be prorated to Closing Date.

b. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

11. **PROPERTY INSPECTION.** The City may, at City's expense, employ independent, qualified inspectors of City's choice (and shall arrange for any inspections and testing systems) in order to make the following determinations:

a. To determine that there exists on the property, sink holes, voids and soil composition, no environmentally hazardous or otherwise regulated substance, which might impose liability on the City as subsequent owner of the property.

b. Such other inspections as City deems reasonably necessary.

Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections.

The seller acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the seller, from the obligation to satisfy any contingencies contained in this contract within the applicable time periods.

12. **VERIFICATION OF CONDITION.** The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

a. Seller has complied with Seller's other obligations; and

b. The Property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of the offer, unless otherwise agreed in writing;

c. Any contingency or defect of title has been resolved.

13. **REMEDIES UPON DEFAULT.**

a. **In General.** Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to Seller, or to claim said insurance proceeds and pay the full purchase price. If Seller fails to maintain insurance or sufficient insurance, City shall have the option of declaring this contract null and void if the property is destroyed or partially destroyed by calamity including but not limited to fire.

14. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

15. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

16. **NOTICE.** 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 Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S.

Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which 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;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to Rowena Stone, Secretary, **Missouri State University Development Corporation, 901 S. National Avenue, Springfield, MO 65897.**

17. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

18. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

19. **VENUE AND JURISDICTION.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

20. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By:_____

City Manager or his/her designee

Date:_____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Director of Finance or Acting Director

APPROVED AS TO FORM

_____

City Attorney or Assistant City Attorney

RECOMMENDED BY

_____

Director of Public Works or Acting Director

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER:

Missouri State University Development Corporation

Signature: _____

Amy Counts, Chair

Date: _____

EXHIBIT
tabbies
1

Commonwealth Land Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:	Meridian Title Company
Issuing Office:	4121 S. Fremont Ave #152, Springfield, MO 65804
ALTA® Universal ID:	
Loan ID Number:	
Commitment Number:	MS191129
Issuing Office File Number:	MS191129
Property Address:	237 W Mill,Springfield, MO
Revision Number:	

SCHEDULE A

1. Commitment Date: December 3, 2019 at 08:00 AM
2. Policy to be issued:
   (a) ALTA Own. Policy (06/17/2006)
   Proposed Insured: City of Springfield, Missouri
   Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
   Missouri State University Development Corporation, a Missouri nonprofit organization
5. The Land is described as follows:
   SEE EXHIBIT A ATTACHED HERETO

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Meridian Title Company

By: _____

Meridian Title Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This agent requires a Corporate Resolution and a Certificate of Good Standing for the proposed incorporated seller.
6. All seller documents must be signed by authorized signer for Missouri State University Development Corporation, a Missouri nonprofit organization.
7. All buyer documents must be signed by authorized signer for City of Springfield, Missouri.
8. This agent reserves the right to make further requirements.
9. Proper Deed of Conveyance from Missouri State University Development Corporation, a Missouri nonprofit organization to City of Springfield, Missouri, conveying the fee simple title to subject property.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements of claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Tax Exempt. Tax ID: 88-13-24-209-004
8. Subject to Easements, Restrictions and Building Set Back Lines as shown on the plat filed in Plat Book A Page 15, Greene County Recorder's Office.
9. Subject to a Right of Way Deed recorded in Book 2012 Page 54109-12, Greene County Recorder's Office.
10. Subject to an Agreement as recorded in Book 2011 Page 49092-11, Greene County Recorder's Office.
11. Subject to an Agreement as recorded in Book 2007 Page 1773-07, Greene County Recorder's Office.

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EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), AND THE EAST TWELVE (12) FEET OF LOT SIX (6), IN C.L. STARK'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT ANY PART THEREOF TAKEN OR DEEDED FOR ROAD OR HIGHWAY PURPOSES IN BOOK 2012 AT PAGE 054108-12.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Electronically Recorded

002215-19 23 Jan 2019 01:56:16 PM

Book: 2019
Page: 002215-19
3 pages

lcunningham

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION
Cheryl Dawson-Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	General Warranty Deed
Date of Document:	January 23, 2019
Grantor:	Brick City LP, a Missouri limited partnership
Grantee:	Missouri State University Development Corporation, a Missouri nonprofit organization
Grantee's Address:	901 South National Avenue Springfield, MO 65897
Legal Description:	See Page 2 attached hereto.
Please return recorded document to:	Spencer Fane LLP Attn.: S. Shawn Whitney 2144 E. Republic Road, B300 Springfield, MO 65804

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 General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

PTOFMO # 9977

GENERAL WARRANTY DEED

THIS INDENTURE, made this 23rd day of January, 2019, by and between Brick City LP, a Missouri limited partnership ("Grantor"), and Missouri State University Development Corporation, a Missouri nonprofit corporation ("Grantee"). The mailing address of Grantee is 901 South National Avenue, Springfield, MO 65897.

WITNESSETH, that Grantor, in consideration of the sum of Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), and other good and valuable consideration, to Grantor duly paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto Grantee, its successors and assigns, the real property in Greene County, Missouri legally described as follows (the "Property"):

ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), AND THE EAST TWELVE (12) FEET OF LOT SIX (6), IN C.L. STARK'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT ANY PART THEREOF TAKEN OR DEEDED FOR ROAD OR HIGHWAY PURPOSES IN BOOK 2012 AT PAGE 054109-12.

SUBJECT TO easements, restrictions, reservations and other agreements and matters of record, if any; taxes and assessment, general and special, not now due and payable; and rights of the public in and to the parts thereof in streets, roadways or alleys.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights, privileges, tenements, hereditaments, immunities and appurtenances thereto belonging or in any wise appertaining, forever, and said Grantor for its successors and assigns, does hereby covenant, promise and agree to and with Grantee, that at the delivery of these presents, Grantor is lawfully seized of an indefeasible estate in fee in the Property, that Grantor have good right to convey the Property, that the Property is free and clear from any encumbrances done or suffered by Grantor and from all former and other claims, except as set forth herein, and that Grantor will warrant and forever defend said interest unto Grantee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever except as set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

By:_____
J. Matthew Miller, General Partner

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF PARTNERSHIP

On this 29th day of November, in the year 2012 before me, a Notary Public in and for said state, personally appeared **J. Matthew Miller**, to me personally known, who, being by me duly sworn did say that he is General Partner of **Brick City, LP**, a Limited Partnership of the State of Missouri, and that said document was signed in behalf of said Limited Partnership by authority of its operating agreement and said **J. Matthew Miller** acknowledged said document to be the free act and deed of said Limited Partnership and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public: Kelli Boles

Print Name: Kelli Boles

"Notary Seal"

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KELLI BOLES
My Commission Expires
July 6, 2014
Lawrence County
Commission #10992888

EXHIBIT
tabbies
2

VALUATION & ADVISORY SERVICES

CBRE

4520 Main Street, Suite 600
Kansas City, MO 64111

T 816-756-3535
F 816-968-5890

www.cbre.com

August 11, 2020

Mr. Matthew D. Morris
Vice President for Administrative Services
MISSOURI STATE UNIVERSITY AND THE CITY OF SPRINGFIELD, MO
901 South National Avenue, Suite 104
Springfield, Missouri 65897

RE: Appraisal of: Parking Lot
West Mill Street
Springfield, Greene County, Missouri
CBRE, Inc. File No. 20-164MW-5232-1

Dear Mr. Morris:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 1.03-acre (44,805 sq. ft.) tract of vacant land utilized as a parking lot located at West Mill Street in Springfield, Missouri directly to the south of the MSU Brick City Campus.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	July 30, 2020	$580,000

Compiled by CBRE

As of the date of value and the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

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The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

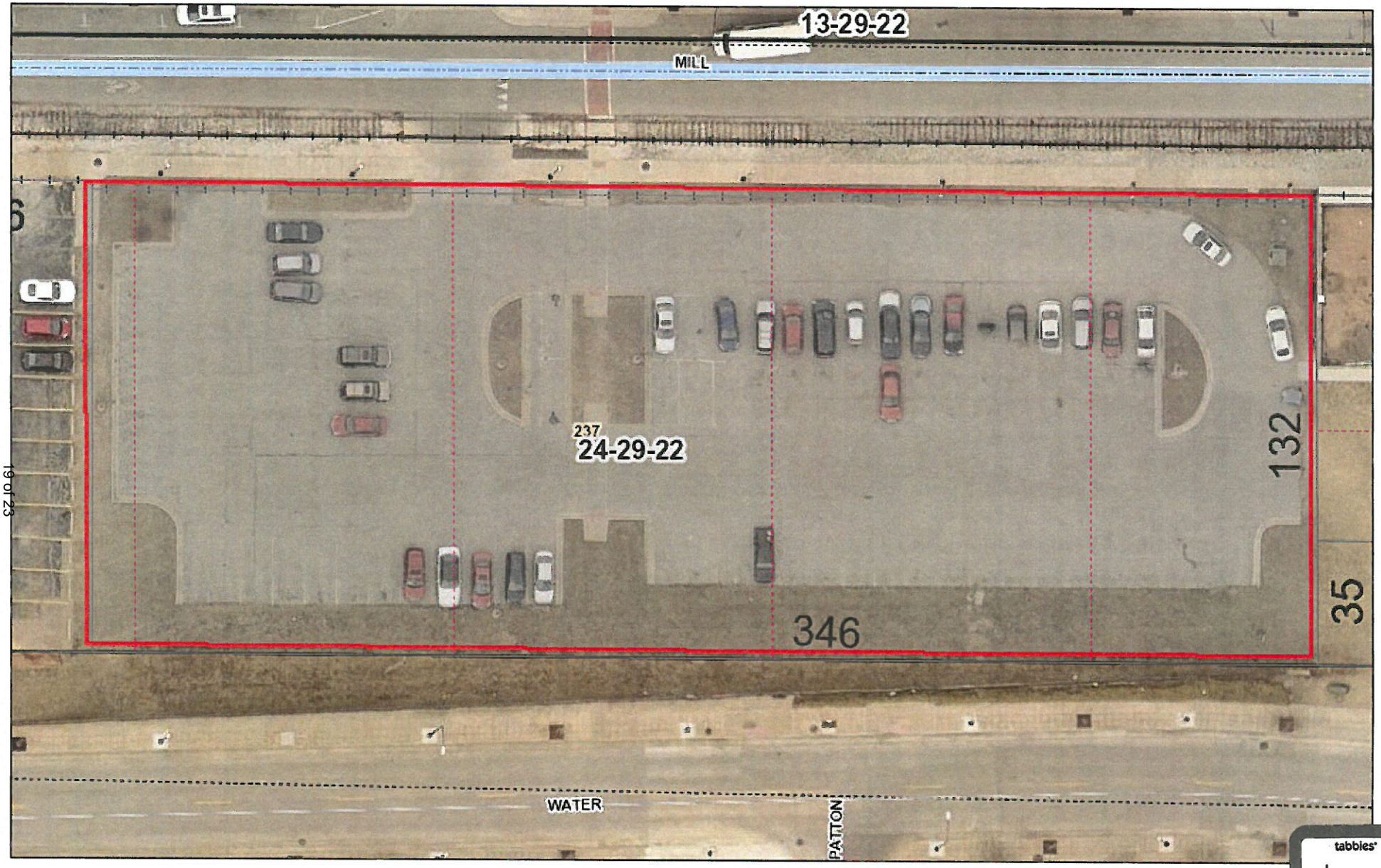
CBRE - VALUATION & ADVISORY SERVICES

Chris Williams, MAI
Managing Director
Missouri Certificate 2004030518
Phone: 816-968-5818
Email: christopher.williams@cbre.com

CBRE

© 2020 CBRE, Inc.

1324209004 W MILL ST, SPRINGFIELD



November 21, 2019

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Greene

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EXHIBIT

5

EXHIBIT
4

Parking Lot Agreement
for Properties at
353 N. Campbell and 354 N. Campbell Avenue and 237 W. Mill Street

Whereas, City of Springfield and Board of Governors of Missouri State University entered into a Memorandum of Understanding dated August 4, 2017, regarding the purchase of property and use of parking lots.

Whereas, the sale of 353 N. Campbell, as contemplated in the MOU, has occurred which requires the City to allow MSU to continue to use certain parking lots and storage building as described herein until construction of the Renew Jordan Creek project begins.

Whereas, the parties wish to update the agreement to reflect satisfied and remaining obligations pursuant to the MOU do hereby enter into this parking agreement which shall supersede and replace any inconsistent terms in the existing MOU.

The City grants a license per the terms and conditions set forth below for the use of the City's parking lots located at 354 N. Campbell Street (Parcel ID # 881324209010), 353 N. Campbell Ave. (Parcel ID # 881323101001), and at 237 W. Mill St. (Parcel ID # 881324209004). See attached Exhibit A showing location of parcels. University will:

1. Use the City's parking lots solely for parking passenger motor vehicles, small passenger vans and small passenger trucks, except with the City's consent. With the City's consent, University may also use the City's parking lots for non-overnight parking of traditional school buses used to transport elementary/secondary students to attend academic programs or athletics competitions on the University campus.

2. Maintain the City's parking lots consistent with adjacent University parking lots. Trash and snow removal shall be a continuing item throughout the week, with snow removed from the lot in a manner to provide ease of walking to and from the City sidewalks. Grass shall be cut no less than monthly during the months of April through October.

3. Notify the City in writing and by telephone (at 417-864-1876) immediately upon the occurrence of any damage to either of the City's parking lots. If damage is caused by University (including its agents, employees, students and/or invitees), then University shall be responsible for all costs or repairs or, at its option, for competing the repairs itself.

4. Enforce parking regulations consistent with other University parking lots, including necessary monitoring, ticketing, and towing, according to current University policy.

5. Provide appropriate signage, chains, curb markings, etc. to facilitate University's enforcement of regulations and work with the City on agreeable placement and use.

6. Restrict parking by University students and staff to parking only in the normal parking spaces. No vehicles shall be parked so as to block or impede the ingress or egress of any other motor vehicle.

7. Grant priority to the City for parking during special daytime or evening functions provided that City shall notify the University's Parking Office (at 417-836-4334) of the need for such priority not less than forty-eight (48) hours in advance of such functions.

8. Pay the cost of lighting for the City's parking lots if/as applicable and replace burned out lights.

9. Pay the City $00.00 per annum for use of the City's parking lots.

10. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

11. University will remove all items from storage building on or before the date when the City begins excavation on these lots including demolition of the storage building.

12. Term: Missouri State University will have the right to use the described premises for the described uses until the earlier of 9/1/2027 or date upon which the City begins excavation on these lots.

As of the date of this agreement, MSU has not developed the lot at 344 N. Main (Parcel ID # 881323101002). See attached Exhibit A for location of parcel. The license to utilize this lot, as described in the MOU, is hereby terminated by agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or his/her designee

Date:_____

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

RECOMMENDED BY

_____
Director of Public Works or Acting Director

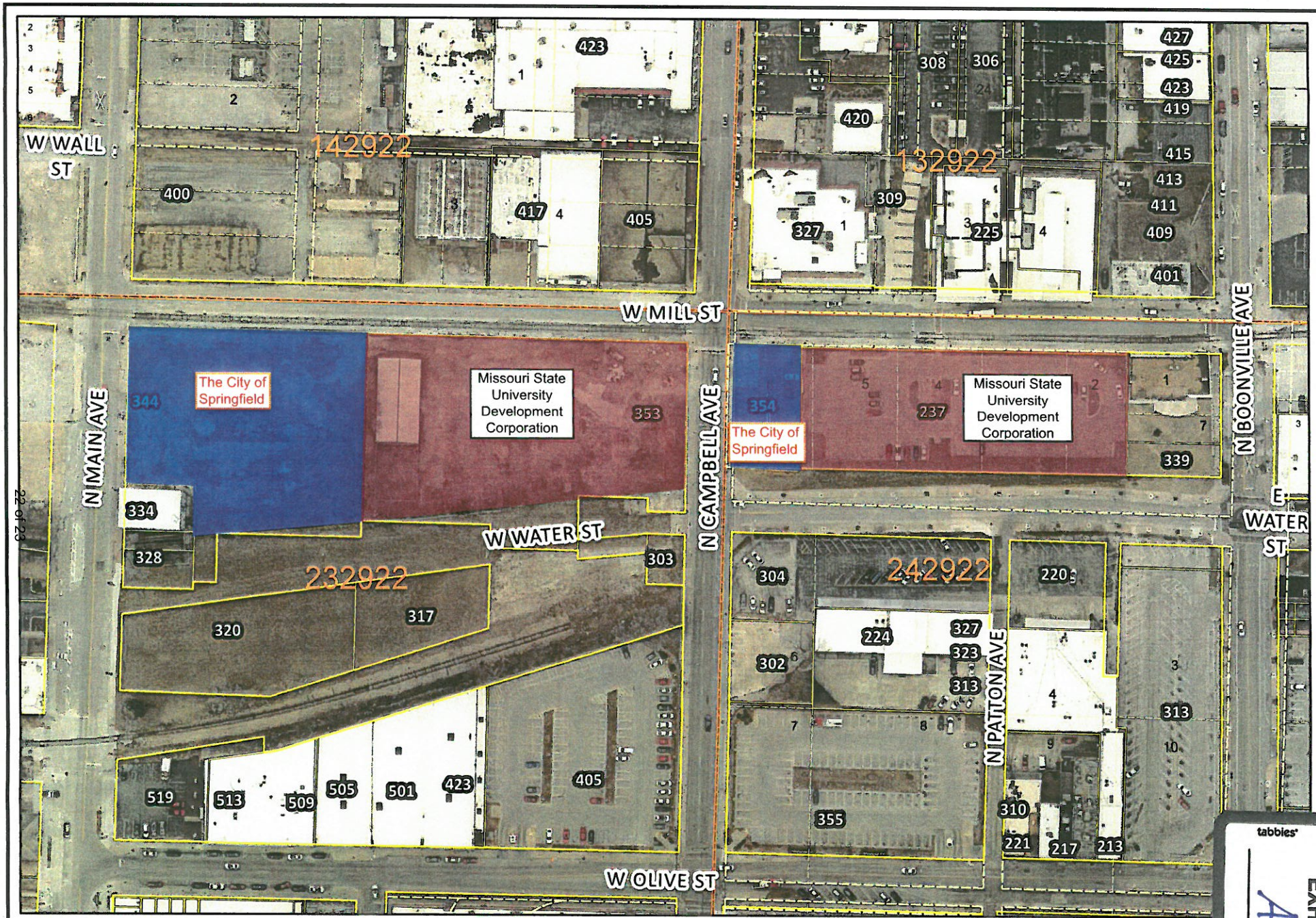
BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Signature:

_____
Matthew D. Morris, Vice President for Administrative Services

Date:

_____



CITY OF Springfield

0 37.5 75 150 225 300 Feet

SCALE: 1:1,600

DISCLAIMER: All information included on th
provided "as-is" for general information p
of Springfield, and all other contributing d
warranties, expressed or implied, concerning th
reliability, or suitability of the data for any parti
City of Springfield, and all other contributing
liability whatsoever associated with the us

tabbies

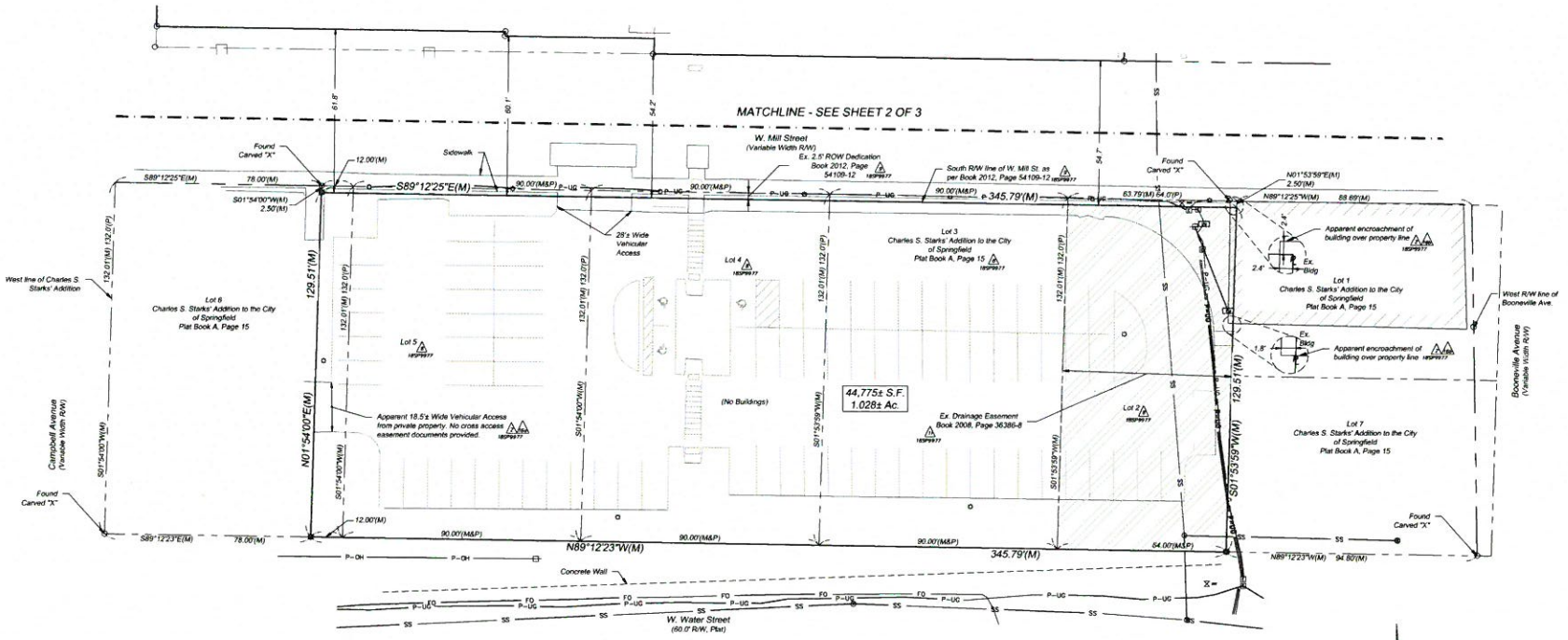
EXHIBIT

A

ALTA/NSPS SURVEY FOR

BRICK CITY, LP

ALL OF LOTS 2-5 AND PART OF LOT 6 OF C.L. STARKS' ADDITION TO THE CITY OF SPRINGFIELD
ALL OF LOTS 1 AND 3 OF BC CAMPUS, BEING A REPLAT OF LOT 1 AND LOT 2 OF BRICK CITY AND LOTS 19-23 OF WARREN H. GRAVES SUBDIVISION
ALL OF UNIT 1 AND UNIT 2 AND THE COMMON AREA OF BRICK CITY CONDOMINIUMS, AN ADMINISTRATIVE CONDOMINIUM PLAT OF A.S. 6601 ALL OF LOT 3 AND 4 OF BRICK CITY
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13
AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24
ALL IN TOWNSHIP 29 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LEGEND			
Found Iron Monument (As Noted)	FO	Fiber Optic Line	
Set 1/2" Rebar w/Plastic Cap, "LC 366" (unless otherwise noted)	P-OH	Overhead Power Line	
Electric Box	SS	Sanitary Sewer Line	
Electric Meter	P-UG	Underground Electric	
Irrigation Valve		Drainage Easement	
Light Pole		Ex. Building	
Power Pole	(M)	Measured Distance	
Sanitary Manhole	(P)	Platted Distance	
Schedule B-II Exception			

N

0' 10' 20' 40'
SCALE IN FEET

BASIS OF BEARINGS
GRID NORTH BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983 CENTRAL ZONE BY USE OF MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK

STATE OF MISSOURI
LS-2671
RODDY C. HEFT
REGISTERED LAND SURVEYOR

ALTA/NSPS SURVEY FOR BRICK CITY, LP
SHEET 3 OF 3

	DATE	REVISION	BY
drawn by: DRC			
surveyed by: DDD			
checked by: RGN			
approved by: RGN			
project no.: 18-3195			
file name: V_ALT_81395	01.09.19	Rev. per updated Title Reports	DRC
	11.12.18	Original Preparation	DRC

olsson

550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805
www.olsson.com

DWG: F:\2018\3001-3500\018-3195\40-Design\Survey\SPVY\Sheets\V_ALT_81395.dwg USER: dchance
DATE: Jan 09, 2019 9:46am XREFS: V_BDRY_81395 V_TOPO_81395

tabbies
EXHIBIT
5

One-rdg. _____
P. Hrngs. _____
Pgs. 29
Filed 05-11-21

Sponsored by Schilling

First Reading _____ Second Reading _____

COUNCIL BILL 2021-120 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 353 North Campbell Avenue as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

_____

WHEREAS, the City has identified the daylighting of Jordan Creek as promoting Council priorities of Economic Vitality, Quality of Place, Public Safety, and Fiscal Sustainability and Accountability; and

WHEREAS, the Renew Jordan Creek Phase I project, as included in the 2021 Capital Improvements Program approved by the Planning and Zoning Commission and adopted by Council in Resolution 10549, specifically provides for the acquisition of 353 North Campbell Avenue; and

WHEREAS, funding for this project is provided from the Level Property Tax Bonds that are already budgeted for this project.

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, said contract to be substantially in the form and content as that document attached hereto and incorporated herein by this reference as “Exhibit A,” to purchase the property generally located at 353 North Campbell Avenue as part of the Renew Jordan Creek Phase I project, and to do all things necessary to carry out the intent of the contract, including executing all necessary documents, provided the form of the documents are approved by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-120

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager or his designee to enter into a contract for the purchase of real property located at 353 North Campbell Avenue as part of the Renew Jordan Creek Phase I project and execute all necessary documents in support thereof. See attached contract with exhibits.

BACKGROUND INFORMATION: This tract is within the limits of the Renew Jordan Creek from Main to Boonville project (2019PW0073) and is vital to implementing the community's vision identified in the Jordan Valley Concept Plan to restore Jordan Creek to a natural condition with adjacent open space, greenway trail, and other public use areas. The two primary goals for the project are to address flooding and water quality in the Jordan Creek watershed and create an urban greenway amenity that becomes a destination for downtown and serves as a catalyst for further surrounding development. This property acquisition is specifically listed under the Renew Jordan Creek Phase I from Main to Boonville project (18-0043) in the 2021 Capital Improvement Plan reviewed by the Planning and Zoning Commission and adopted by City Council in Resolution 10549.

The purchase price of $291,500 was established in a memorandum of understanding ("MOU") executed in 2017 between the City of Springfield and Missouri State University ("MSU"). Based on the MOU, it was also agreed upon to reimburse MSU for the unamortized costs of improvements to the property. These improvements consist of a 112-stall parking lot and the amount for reimbursement, based on MSU's continued use of the parking lot until September 1, 2022 is $121,211. The total contract value is $412,711 and will be funded through the Level Property Tax from funds already budgeted for this project.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	

CITY	SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-2057 FAX (417) 864-1907 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES DEPT: PUBLIC WORKS	Name(s): **Missouri State University Development Corporation**	
	Address: **901 S. National Avenue** **Springfield, MO 65897**	
	Phone: **(417) 836-8464**	Fax: **(417) 836-4550**
	Attention: **Jen Cox** **jencox@missouristate.edu**	
	SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES**. This Contract is made by and between the parties identified above, and effective as of the date and time of last acceptance, hereinafter referred to as Effective Date.

2. **PURPOSE**. The City is engaged in carrying out a public works improvement project known as: **Renewal of Jordan Creek Storm Water Improvement Project – Phase 1 (2019PW0073)**, hereinafter referred to as "Project," in an area located in the City; and

3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements and restrictions, the real property commonly known as **353 N. Campbell Avenue** (also known as MSU Parking Lot # 45) located in Springfield, Greene County, State of Missouri, more particularly described as follows: (See Exhibits 1, 3, and 6), together with all attached improvements located on the property, all of which is the "Property" in this Contract.

4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:

a. **Price**. The City agrees to pay the amount of Two Hundred Ninety-One Thousand Five Hundred and no/100 Dollars ($291,500) for the Property, payable in cash or certified check. The purchase price was agreed upon between the parties on August 4, 2017 and formalized in the attached Memorandum of Understanding (MOU) – City Contract #2017-1565 (Exhibit 2).

b. **Reimbursement for Unamortized Costs of Subject Property Improvements**. At Closing, the City shall pay MSU as agreed upon in the attached MOU and attached amortization schedule (Exhibit 5) and based upon the date from which MSU can no longer utilize the property for parking and storage purposes due to construction of the Project. For the purposes of this agreement, the amount shall be calculated as if the construction will begin on September 1, 2022. The City agrees to pay the amount of One Hundred Twenty-One Thousand Two Hundred Eleven and no/100 Dollars ($121,211).

c. **Contingencies**. This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:

(1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.

(2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.

(3) The project authorizing this improvement has not been approved by the Planning and Zoning Commission of the City of Springfield. (Approved by Planning and Zoning on January 14, 2021.)

(4) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain exceptions unacceptable to City.

(5) The City does not have appropriated unencumbered funds necessary to purchase the property.

(6) The purchase of the property has not been approved by City Council at the time of execution of this contract.

(7) Other Contingencies: None

(8) **Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.**

5. **SELLER'S REPRESENTATIONS**. Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

6. **SELLER(S)' RELEASE OF CLAIMS**. As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION (flood prone area), effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees with respect to any such occurrences.

7. **ADDITIONAL TERMS AND CONDITIONS**.

a. The City shall grant Missouri State University (MSU) a license for continued use of the parking lot and storage building pursuant to separate parking lot agreement (Exhibit 4).

b. Seller shall make no changes or alterations to the property from the execution of this document until closing.

The following Exhibits, are attached and incorporated herein at the time of acceptance:

Exhibit 1 – Title Commitment – MS191127

Exhibit 2 – Memorandum of Understanding (City Contract #2017-1565)

Exhibit 3 – Greene County Assessor's Parcel Map – 88-13-23-101-001

Exhibit 4 – Parking Lot Agreement

Exhibit 5 – Amortization Schedule

Exhibit 6 – Boundary Survey

8. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **31st day of August, 2021**, (the Closing Date), unless otherwise agreed to in writing.

b. The City shall take title and possession of the Property at the time of closing, subject to parking lot agreement.

c. Seller acknowledges that sales proceeds may not be disbursed until the deed has been recorded.

9. **CLOSING PROCEDURES**. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following

closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 4121 S. Fremont Avenue, Suite 152, Springfield, Missouri 65804.**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close, or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

10. **PRORATION.**

a. Insurance, interest, rentals, and association dues, if applicable, shall be prorated to Closing Date.

b. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

11. **PROPERTY INSPECTION.** The City may, at City's expense, employ independent, qualified inspectors of City's choice (and shall arrange for any inspections and testing systems) in order to make the following determinations:

a. To determine that there exists on the property, sink holes, voids and soil composition, no environmentally hazardous or otherwise regulated substance, which might impose liability on the City as subsequent owner of the property.

b. Such other inspections as City deems reasonably necessary.

Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections.

The seller acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the seller, from the obligation to satisfy any contingencies contained in this contract within the applicable time periods.

12. **VERIFICATION OF CONDITION.** The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

a. Seller has complied with Seller's other obligations; and

b. The Property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of the offer, unless otherwise agreed in writing;

c. Any contingency or defect of title has been resolved.

13. **REMEDIES UPON DEFAULT.**

a. **In General.** Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to Seller, or to claim said insurance proceeds and pay the full purchase price. If Seller fails to maintain insurance or sufficient insurance, City shall have the option of declaring this contract null and void if the property is destroyed or partially destroyed by calamity including but not limited to fire.

14. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

15. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

16. **NOTICE.** 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 Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which 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;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to Rowena Stone, Secretary, **Missouri State University Development Corporation, 901 S. National Avenue, Springfield, MO 65897.**

17. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

18. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

19. **VENUE AND JURISDICTION.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

20. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By:_____

City Manager or his/her designee

Date:_____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Director of Finance or Acting Director

APPROVED AS TO FORM

_____

City Attorney or Assistant City Attorney

RECOMMENDED BY

_____

Director of Public Works or Acting Director

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER:

Missouri State University Development Corporation

Signature: _____

Amy Counts,Chair

Date: _____

EXHIBIT
tabbies
1

Commonwealth Land Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:	Meridian Title Company
Issuing Office:	4121 S. Fremont Ave #152, Springfield, MO 65804
ALTA® Universal ID:	
Loan ID Number:	
Commitment Number:	MS191127
Issuing Office File Number:	MS191127
Property Address:	353 N Campbell,Springfield, MO
Revision Number:	

SCHEDULE A

1. Commitment Date: November 20, 2019 at 08:00 AM
2. Policy to be issued:
   (a) ALTA Own. Policy (06/17/2006)
   Proposed Insured: City of Springfield, Missouri
   Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
   Missouri State University Development Corporation, a Missouri not for profit corporation
5. The Land is described as follows:
   SEE EXHIBIT A ATTACHED HERETO

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Meridian Title Company

By: _____

Meridian Title Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture and/or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. All seller documents must be signed by authorized signer for Missouri State University Development Corporation.
7. All buyer documents must be signed by authorized signer for City of Springfield, Missouri.
8. This agent reserves the right to make further requirements.
9. Proper Deed of Conveyance from Missouri State University Development Corporation to City of Springfield, Missouri, conveying the fee simple title to subject property.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements of claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Tax Exempt. Tax ID: 88-13-23-101-001
8. Covenants, conditions, and restrictions as set forth in instrument recorded but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, sexual orientation, handicap, familial status, or national origin, marital status, disability, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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EXHIBIT A

An Irregular tract of land lying in Section 23, T-29N, R-22W, City of Springfield, Greene County, Missouri. Record description as follows:

Beginning at a point 30 feet South of the Northeast corner of Section Twenty-three (23), Township Twenty-nine (29), Range Twenty-two (22); thence West along the South line of Mill Street, 388.40 feet more or less. To the Northeast corner of a tract of land conveyed in Book 1548 at Page 873; thence South 200 feet more or less (200.25 feet) to the center of Wilson Creek; thence East 132 feet; thence South 25 feet; thence East 95.7 feet; thence North to the center of the stone wall formerly bounding the North side of Wilson Creek; thence Easterly along the center of said stone wall 74 feet, thence South to the center of Wilson Creek; thence Easterly (North of East) with the center line of Wilson Creek to the East line of said Section 23. Thence North to the beginning, except any part deeded, taken or used for street purposes.

Being more particularly described as follows: Commencing at the Northeast corner of Section 23, T-29N, T-22W; thence South 01°53'36" West, 29.99 feet; thence North 88°44'27" West, 46.73 feet to the West right-of-way line of Campbell Avenue and the South right-of-way line of Mill Street; thence South 01°53'36" West, along said right-of-way, 156.49 feet to the North right-of-way line of Water Street; thence South 84°11'32" West, along said right-of-way, 344.89 feet; thence North 01°54'13" East, along a tract of land as conveyed in Book 1548 Page 875, Greene County Recorder's Office, 198.92 feet, to the South right-of-way line of Mill Street; thence South 88°44'27" East, along said right-of-way, 341.76 feet, to the point of beginnig. Bearings based on grid North of the Missouri State Plane Coordinate System. Subject to all covenants, restrictions, easements, and reservations now of record. Conditions and monuments are as shown on Anderson Engineering Drawing WB 103-217.

Electronically Recorded

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Book: 2017
Page: 035617-17
3 pages

lcunningham

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson-Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

TRUSTEE'S WARRANTY DEED

File No: 17-47539

THIS INDENTURE, made and entered into August 24, 2017, by and between **Revocable Living Trust Agreement of Patty L. Mauldin**, Grantor, and **Missouri State University Development Corporation, a Missouri Not-for-Profit Corporation,** Grantees, whose mailing address is:

901 S. National Ave Springfield, Mo 65807

WITNESSETH:

WHEREAS, under said trust agreement, **Patty L. Mauldin**, as Trustee, is granted the express power of sale of real estate, and Grantor further warrants that there are no other provisions in the Trust which limit the aforementioned powers, nor are there any provisions in the Trust by which settlor retained or gave to any other person or organization the right to negate, consent or approve of the sale by the trustee of the real estate herein described; and

WHEREAS, Trustee desires to transfer certain real estate comprising a portion of the Trust Estate.

NOW, THEREFORE, Revocable Living Trust Agreement of Patty L. Mauldin, as Grantor, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration to Grantor paid by Grantees, the receipt of which is hereby acknowledged, does by these presents sell, grant, bargain, convey and confirm unto Grantees, and Grantees' heirs and assigns, the following described parcel of land, lying and being situate in the County of Greene, State of Missouri, to wit:

SEE EXHIBIT "A" ATTACHED

Subject to any covenants, restrictions, and easements of record, and to the lien of taxes and assessments, general and special taxes for the current calendar year and subsequent years.

TO HAVE AND TO HOLD the premises described above with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said Grantees and unto their heirs and assigns forever; Grantor hereby covenanting that the Trust is lawfully seized of an indefeasible estate in fee of the premises described above; that Grantor has good right to convey the same; that said premises are free and clear from any encumbrances done or suffered by Grantor or those under whom Grantor claims, and that Trustee will warrant and defend the title of said premises described above unto said Grantees and unto their heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

This Deed is executed pursuant to the powers of the aforesaid Trust, which remain in full force and effect as of the date of this Deed, and has not been amended or revoked.

WITNESS the hand of Grantor this 8/24/17.

REVOCABLE LIVING TRUST AGREEMENT OF PATTY L. MAULDIN

By Patty L. Mauldin, Trustee
Patty L. Mauldin, Trustee

State of Missouri)
) SS
County of Greene)

On 8/24/17, before me personally appeared **Patty L. Mauldin**, to me known to be the person described in and who executed the foregoing instrument in the capacity as Trustee under the Trust created by **Patty L. Mauldin**, and acknowledged that she executed the same as her free act and deed as such Trustee, in their Fiduciary capacity and that said Trust has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Chrystal A Forbis, Notary Public

My Commission Expires: 4-8-19

CHRYSTAL A FORBIS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Apr. 8, 2019
Commission #15419415

EXHIBIT "A"

AN IRREGULAR TRACT OF LAND LYING IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. RECORD DESCRIPTION AS FOLLOWS:

BEGINNING AT A POINT THIRTY (30) FEET SOUTH OF THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE WEST ALONG THE SOUTH LINE OF MILL STREET, 388.40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN BOOK 1548 AT PAGE 873; THENCE SOUTH 200 FEET MORE OR LESS (200.25 FEET) TO THE CENTER OF WILSON CREEK; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET; THENCE EAST 95.7 FEET; THENCE NORTH TO THE CENTER OF THE STONE WALL FORMERLY BOUNDING THE NORTH SIDE OF WILSON CREEK; THENCE EASTERLY ALONG THE CENTER OF SAID STONE WALL 74 FEET; THENCE SOUTH TO THE CENTER OF WILSON CREEK; THENCE EASTERLY (NORTH OF EAST) WITH THE CENTER LINE OF WILSON CREEK TO THE EAST LINE OF SAID SECTION TWENTY-THREE (23); THENCE NORTH TO THE BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET PURPOSES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE SOUTH 01°53'36" WEST, 29.99 FEET; THENCE NORTH 88°44'27" WEST, 46.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH 01°53'36" WEST, ALONG SAID RIGHT-OF-WAY, 156.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATER STREET; THENCE SOUTH 84°11'32" WEST, ALONG SAID RIGHT-OF-WAY, 344.89 FEET; THENCE NORTH 01°54'13" EAST, ALONG A TRACT OF LAND AS CONVEYED IN BOOK 1548 PAGE 875, GREENE COUNTY RECORDER'S OFFICE, 198.92 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH 88°44'27" EAST, ALONG SAID RIGHT-OF-WAY, 341.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.39 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING DRAWING WB 103-217.

EXHIBIT 2

2017-1565

CONTRACT

	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN	09/27/2017	DH
Contract Administrator	BUFFEE SMITH	09/27/2017	BMS
Assistant City Attorney	THOMAS E. RYKOWSKI	10/02/2017	TR
Deputy City Manager	TIM SMITH	08/07/2017	TS
City Clerk	ANITA COTTER	10.4.17 CM	

☑ New Contract ☐ Contract Renewal ☐ Auto Renew ☐ Addendum ☐ Change Order ☐ Void

Type Of Contract: REAL ESTATE

Contractor: BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Originating Dept: CITY MANAGER

Contact Person: GREG BURRIS

Effective Date: 08/04/2017

Termination Date:

Amount: $ .00 **Requisition:** **PO:**

Additional Amt: $ .00

Notes:

Description: MEMORARNDUM OF UNDERSTANDING REGARDING THE PURCHASE OF REAL ESTATE LOCATED AT 353 N CAMPBELL AVE

Council Bill: **Ordinance No.**

2399 41519

1 copy received

2017-1565

Memorandum of Understanding
Regarding the Purchase of Real Estate Located at
353 N. Campbell Avenue, Springfield, Missouri

This Memorandum of Understanding ("MOU") is entered by and between the Board of Governors of Missouri State University ("University"), a Missouri public institution of higher education, and the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and laws of the State of Missouri and the Springfield City Charter, and is effective as of this 4th day of August, 2017 ("Effective Date").

WHEREAS, Mauldin Family LP ("Owner") owns certain property in downtown Springfield, Missouri, including the land and buildings located at 353 N. Campbell Avenue ("Subject Property"), and more particularly described in Exhibit A, and the land and buildings located at 411-417 W. Mill Street ("Adjacent Property");

WHEREAS, Owner desires to sell both the Subject Property and the Adjacent Property by September 1, 2017;

WHEREAS, University has immediate and ongoing needs for both parking and storage in the downtown Springfield area, and such needs can be adequately met by the Subject Property and the Adjacent Property, respectively;

WHEREAS, University and Owner have reached an agreement whereby University will purchase the Adjacent Property and the Subject Property on or before September 1, 2017 ("University's Closing Date");

WHEREAS, Jordan Creek underlies the Subject Property, and the City has an interest in acquiring the Subject Property for the purpose of daylighting Jordan Creek; and

WHEREAS, the City desires to obtain a legally enforceable option to purchase the Subject Property, and University is amenable to granting City said option to purchase the Subject Property under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by parties as follows:

1. **University's Purchase of the Subject Property.** No later than September 1, 2017, will cause its wholly-owned not-for profit, Missouri State University Development Corporation ("MSU DC"), to purchase the Subject Property for its appraised value of Two Hundred Seventy-Five Thousand Dollars ($275,000.00) ("Purchase Price"). In consideration of its payment of the Purchase Price, Owner will provide MSU DC with a special warranty deed for the Subject Property.

2. **Improvements to the Subject Property.** University will assume financial responsibility for making such improvements to the Subject Property as are reasonably necessary, in University's sole judgment; to convert the Subject Property into a parking lot suitable for

University's needs ("Subject Property Improvements"). Such Subject Property Improvements will include demolition of the two (2) buildings on the northeast and southeast corners of the Subject Property, and may include grading, chip-and-seal/asphalting/paving, and striping of the Subject Property, as well as installation of appropriate signage and lights on the Subject Property. The estimated cost of the Subject Property Improvements is Three Hundred Fifty-One Thousand Dollars ($351,000.00).

3. **City's Option to Purchase the Subject Property.** Subject to the timing requirements set forth in Section 4, and in exchange for the consideration set forth in Section 5, University hereby grants the City an option to purchase the Subject Property for the sole purpose of daylighting Jordan Creek ("Option to Purchase").

4. **Timing Requirements of the City's Option to Purchase the Subject Property.** University's grant to the City of the Option to Purchase the Subject Property is subject to the following timing requirements:

(a) The City may exercise its Option to Purchase at any time; provided, however, that City shall provide University with at least one (1) year's advance written notice prior to daylighting Jordan Creek on the Subject Property, in order to give the University ample time to make alternative parking arrangements. For the avoidance of doubt, under no circumstance shall the City begin daylighting Jordan Creek on the Subject Property prior to September 1, 2018; and

(b) If City exercises its Option to Purchase prior to September 1, 2027, the City shall either:

(i) Grant University the right to continue utilizing the Subject Property for parking purposes at no charge through September 1, 2027 (providing that University is responsible for using and maintaining the Subject Property in a manner consistent with the requirements set forth in Exhibit B); or

(ii) Reimburse University for the unamortized costs of the Subject Property Improvements, based on a ten-year amortization schedule for the actual cost to the University for "Subject Property Improvements", but not greater than the estimated cost of $351,000.

For example, if the City exercises its Option to Purchase on September 1, 2022, and University's right to continue utilizing the Subject Property for parking purposes is extinguished as of that date, the City shall be required to reimburse University One Hundred Seventy-Five Thousand Five Hundred Dollars ($175,500.00) for Subject Property Improvements (i.e., $351,000 / 10 yrs = $35,100/yr; $35,100 X 5 yrs = $175,500).

5. **Consideration for the City's Option to Purchase the Subject Property.** In exchange for the Option to Purchase granted to the City by this MOU, the City shall provide University with the following consideration:

(a) If the Option to Purchase is exercised and the purchase is completed on or by September 1, 2018, the City shall pay the Purchase Price to University;

(b) If the Option to Purchase is exercised after September 1, 2018, the City shall pay University the Purchase Price, which Purchase Price shall be increased by 2% on each anniversary of the University's Closing Date, with the first increase occurring on September 1, 2018;

(c) The City hereby grants University an immediate license to utilize, without cost, the City's parking lot located at the southeast intersection of Mill Street and Campbell Street (Parcel ID # 88132409010); provided, however, that, if the University opts to utilize said parking lot, University shall be responsible for using and maintaining the lot in a manner consistent with the requirements set forth in Exhibit B. Said license shall continue until the earlier of:

(i) September 1, 2027; or

(ii) The date upon which the City begins excavation on this lot for the purpose of daylighting Jordan Creek;

(d) The City also hereby grants University an immediate license to utilize, without cost, the City's lot located at 344 N. Main Avenue (Parcel ID # 881323101002) ("344 N. Main Lot") for parking purposes; provided, however, that, if the University opts to utilize said lot, University shall be responsible for developing, using, and maintaining said lot(s) in a manner consistent with the requirements set forth in Exhibit B. The parties agree and understand that the estimated cost to University of developing the 344 N. Main Lot is Three Hundred Sixty Thousand Dollars ($360,000.00). Accordingly, said license for the 344 N. Main Lot shall continue until the earlier of:

(i) September 1, 2027; or

(ii) The date upon which the City begins excavation on the 344 N. Main Lot for the purpose of daylighting Jordan Creek. If, however, the City begins daylighting Jordan Creek prior to September 1, 2027, and if the University has developed the 344 N. Main Lot, the City shall reimburse University for the unamortized costs of such development, based on a ten-year amortization schedule for the actual cost to the University for developing the lot as noted in paragraph 5.(d), but not greater that the estimated amount of $360,000.

For example, if the City begins daylighting the 344 N. Main Lot Purchase on September 1, 2022, the City shall be required to reimburse University One Hundred Eighty Thousand Hundred Dollars ($180,000.00) for its development costs (i.e., $360,000 / 10 yrs = $36,000/yr; $36,000 X 5 yrs = $180,000).

6. **Assignment**. The City shall not, without the prior written consent of the University, assign its Option to Purchase to any other party. University may, however, assign any the City's Purchase Payment to the MSU DC if it so desires.

7. **Liability of the Parties**. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this MOU. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

8. **Severability**. If this MOU contains any unlawful provisions not an essential part of the MOU and which appear have not been a controlling or material inducement to the making hereof, the same shall be deemed to be of no effect and shall upon the application of either party, be stricken from this MOU without affecting the binding force of the MOU as it shall remain after omitting any such provision.

9. **Entire Agreement**. This MOU constitutes the entire agreement between the parties with respect to the subject matter and transactions contemplated herein.

10. **Amendments**. The parties may adopt in writing such modifications as the parties may mutual agree upon from time to time, and such modifications, upon execution, shall become a part of this Agreement by reference and incorporation.

11. **Non-Discrimination**. The parties agree that they shall not discriminate on the basis of race, color, religion, age, national origin, ancestry, veteran's status, sexual orientation, gender identity/expression, disability, or any other basis protected by applicable law in performing their respective obligations under this MOU.

12. **Governing Law**. This MOU shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date indicated above.

Board of Governors of
Missouri State University

Clifton M. Smart, III
President

City of Springfield, Missouri

Deputy City Manager, for

Greg Burris
City Manager

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:

BY

Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION

AN IRREGULAR TRACT OF LAND LYING IN SECTION 23, T-29N, R-22W, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. RECORD DESCRIPTION AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23). TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE WEST ALONG THE SOUTH LINE OF MILL STREET, 388.40 FEET MORE OR LESS. TO THE NORTHEASE CORNER OF A TRACT OF LAND CONVEYED IN BOOK 1548 AT PAGE 873; THENCE SOUTH 200 FEET MORE OR LESS (200.25 FEET) TO THE CENTER OF WILSON CREEK; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET; THENCE EAST 95.7 FEET; THENCE NORTH TO THE CENTER OF THE STONE WALL FORMERLY BOUNDNG THE NORTH SIDE OF WILSON CREEK; THENCE EASTERLY ALONG THE CENTER OF SAID STONE WALL 74 FEET, THENCE SOUTH TO THE CENTER OF WILSON CREEK; THENCE EASTERLY (NORTH OF EAST) WITH THE CENTER LINE OF WILSON CREEK TO THE EAST LINE OF SAID SECTION 23. THENCE NORTH OF THE BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET PURPOSES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, T-29N, R-22W; THENCE SOUTH 01°-53' -36" WEST, 29.99 FEET; THENCE NORTH 88°-44'-27" WEST, 46 73 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH 01°-53'-36" WEST, ALONG SAID RIGHT-OF-WAY, 156.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATER STREET; THENCE SOUTH 84°-11'-32" WEST, ALONG SAID RIGHT-OF-WAY, 344.89 FEET; THENCE NORTH 01°-54'-13" EAST, ALONG A TRACT OF LAND AS CONVEYED IN BOOK 1548 PAGE 875, GREENE COUNTY, RECORDERS OFFICE, 198.92 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET, THENCE SOUTH 88°-44'-27" EAST, ALONG SAID RIGHT-OF-WAY, 341.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.39 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS NOW OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING DRAWING WB 103-217.

EXHIBIT B

CONDITIONS OF UNIVERSITY'S USE OF CITY's PARKING LOTS

In utilizing the City's parking lots located at the southeast intersection of Mill Street and Campbell Street (Parcel ID # 88132409010) and at 344 N. Main Avenue (Parcel ID # 881323101002), University will:

1. Use the City's parking lots solely for parking passenger motor vehicles, small passenger vans and small passenger trucks, except with the City's consent. With the City's consent, University may also use the City's parking lots for non-overnight parking of traditional school buses used to transport elementary/secondary students to attend academic programs or athletics competitions on the University campus.

2. Maintain the City's parking lots consistent with adjacent University parking lots. Trash and snow removal shall be a continuing item throughout the week, with snow removed from the lot in a manner to provide ease of walking to and from the city sidewalks. Exterior grass shall be cut no less than monthly during the months of April through October.

3. Notify the City in writing and by telephone (at 417-864-1010) immediately upon the occurrence of any damage to either of the City's parking lots. If damage is caused by University (including its agents, employees, students and/or invitees), then University shall be responsible for all costs or repairs or, at its option, for competing the repairs itself.

4. Enforce parking regulations consistent with other University parking lots, including necessary monitoring, ticketing and towing, according to current University policy.

5. Provide appropriate signage, chains, curb markings, etc. to facilitate University's enforcement of regulations and work with the City on agreeable placement and use.

6. Restrict parking by University students and staff to parking only in the normal parking spaces. No vehicles shall be parked so as to block or impede the ingress or egress of any other motor vehicle.

7. Grant priority to the City for parking during special daytime or evening functions provided that City shall notify the University's Parking Office (at 417-836-4334) of the need for such priority not less than forty-eight (48) hours in advance of such functions.

8. Pay the cost of lighting for the City's parking lots if/as applicable, and replace burned out lights.

9. Pay the City $00.00 per annum for use of the City's parking lots.

1323101001 353 N CAMPBELL AVE, SPRING

EXHIBIT
3

November 21, 2019

1:1,556

0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

EXHIBIT
tabbies
4

Parking Lot Agreement
for Properties at
353 N. Campbell and 354 N. Campbell Avenue and 237 W. Mill Street

Whereas, City of Springfield and Board of Governors of Missouri State University entered into a Memorandum of Understanding dated August 4, 2017, regarding the purchase of property and use of parking lots.

Whereas, the sale of 353 N. Campbell, as contemplated in the MOU, has occurred which requires the City to allow MSU to continue to use certain parking lots and storage building as described herein until construction of the Renew Jordan Creek project begins.

Whereas, the parties wish to update the agreement to reflect satisfied and remaining obligations pursuant to the MOU do hereby enter into this parking agreement which shall supersede and replace any inconsistent terms in the existing MOU.

The City grants a license per the terms and conditions set forth below for the use of the City's parking lots located at 354 N. Campbell Street (Parcel ID # 881324209010), 353 N. Campbell Ave. (Parcel ID # 881323101001), and at 237 W. Mill St. (Parcel ID # 881324209004). See attached Exhibit A showing location of parcels. University will:

1. Use the City's parking lots solely for parking passenger motor vehicles, small passenger vans and small passenger trucks, except with the City's consent. With the City's consent, University may also use the City's parking lots for non-overnight parking of traditional school buses used to transport elementary/secondary students to attend academic programs or athletics competitions on the University campus.

2. Maintain the City's parking lots consistent with adjacent University parking lots. Trash and snow removal shall be a continuing item throughout the week, with snow removed from the lot in a manner to provide ease of walking to and from the City sidewalks. Grass shall be cut no less than monthly during the months of April through October.

3. Notify the City in writing and by telephone (at 417-864-1876) immediately upon the occurrence of any damage to either of the City's parking lots. If damage is caused by University (including its agents, employees, students and/or invitees), then University shall be responsible for all costs or repairs or, at its option, for competing the repairs itself.

4. Enforce parking regulations consistent with other University parking lots, including necessary monitoring, ticketing, and towing, according to current University policy.

5. Provide appropriate signage, chains, curb markings, etc. to facilitate University's enforcement of regulations and work with the City on agreeable placement and use.

6. Restrict parking by University students and staff to parking only in the normal parking spaces. No vehicles shall be parked so as to block or impede the ingress or egress of any other motor vehicle.

7. Grant priority to the City for parking during special daytime or evening functions provided that City shall notify the University's Parking Office (at 417-836-4334) of the need for such priority not less than forty-eight (48) hours in advance of such functions.

8. Pay the cost of lighting for the City's parking lots if/as applicable and replace burned out lights.

9. Pay the City $00.00 per annum for use of the City's parking lots.

10. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

11. University will remove all items from storage building on or before the date when the City begins excavation on these lots including demolition of the storage building.

12. Term: Missouri State University will have the right to use the described premises for the described uses until the earlier of 9/1/2027 or date upon which the City begins excavation on these lots.

As of the date of this agreement, MSU has not developed the lot at 344 N. Main (Parcel ID # 881323101002). See attached Exhibit A for location of parcel. The license to utilize this lot, as described in the MOU, is hereby terminated by agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or his/her designee

Date:_____

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

RECOMMENDED BY

_____
Director of Public Works or Acting Director

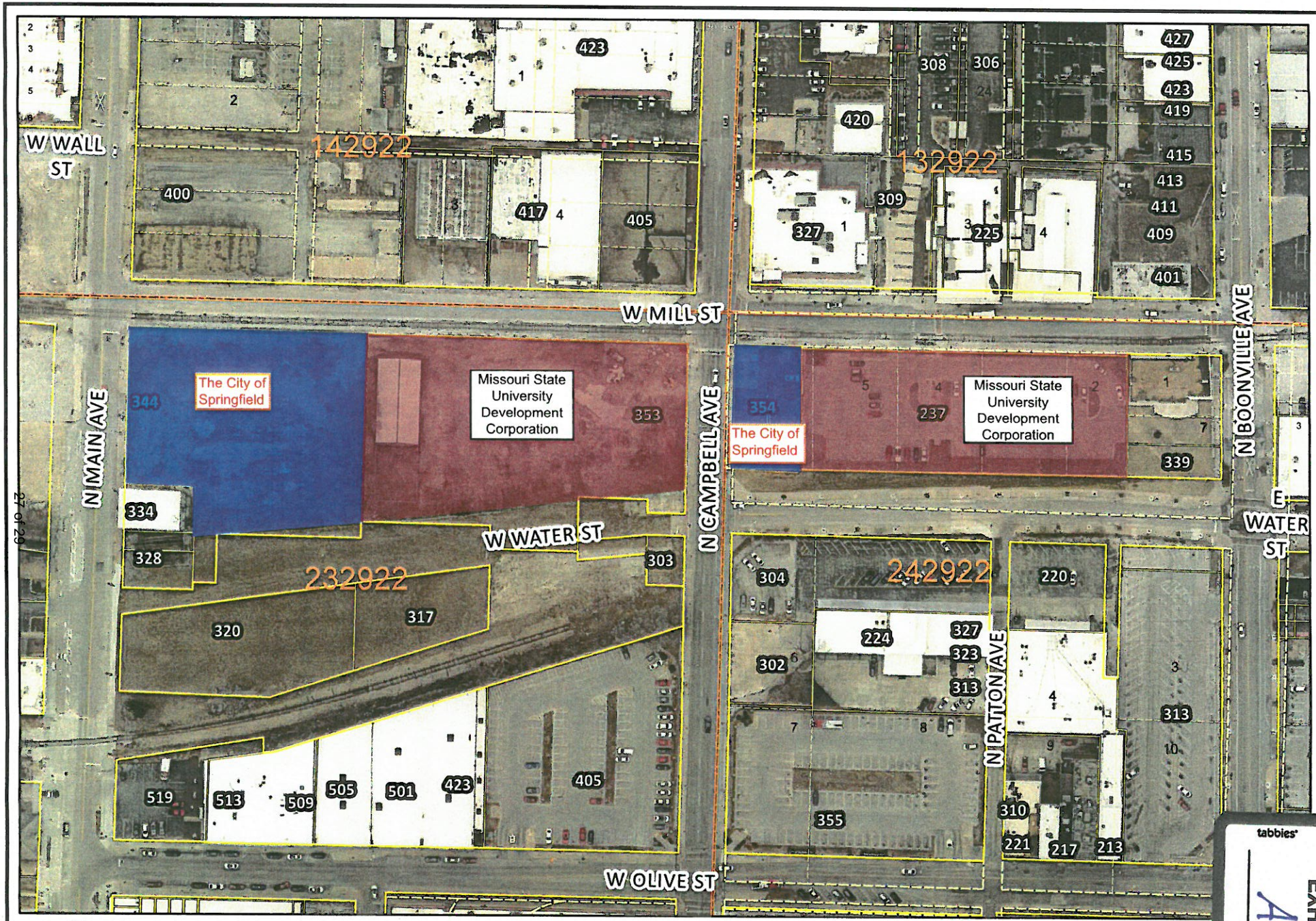
BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Signature:

_____
Matthew D. Morris, Vice President for Administrative Services

Date:

_____



CITY OF Springfield

0 37.5 75 150 225 300 Feet

SCALE: 1:1,600

DISCLAIMER: All information included on th
provided "as-is" for general information p
of Springfield, and all other contributing d
warranties, expressed or implied, concerning th
reliability, or suitability of the data for any parti
City of Springfield, and all other contributing
liability whatsoever associated with the use

tabbies

EXHIBIT

A

EXHIBIT 5

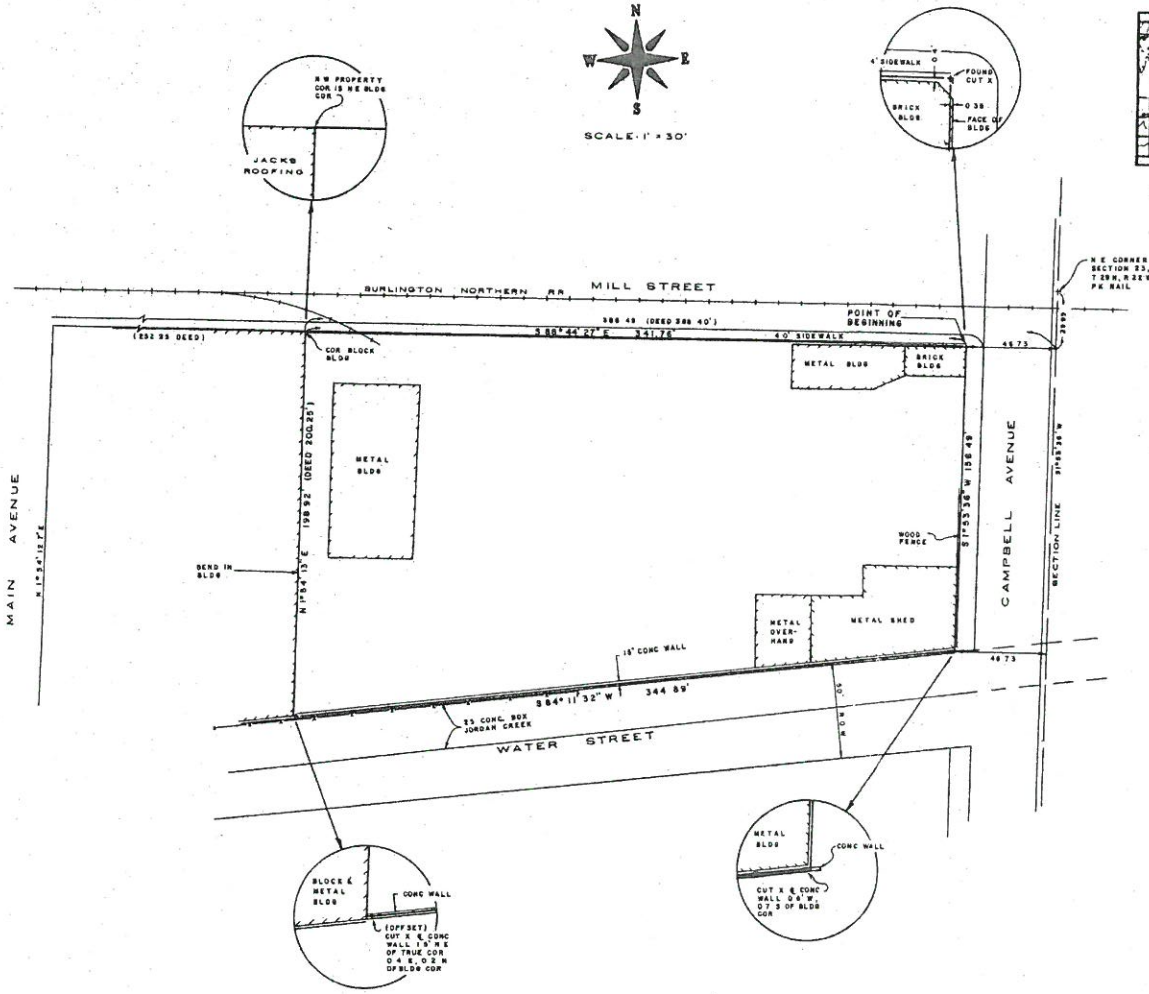
Financial Information: Purchase Price and Subject Property Improvements
353 N. Campbell Avenue, Springfield, Missouri
Memorandum of Understanding: August 4, 2017

MSU Purchase Price	$ 275,000

MSU Subject Property Improvements: Building Demolition, Creation of Parking Lot	$242,421.27

City of Springfield: Purchase Price	MOU (#1, #5)
9/1/2018 - 8/31/2019	$ 280,500
9/1/2019 - 8/31/2020	$ 286,000
9/1/2020 - 8/31/2021	$ 291,500
9/1/2021 - 8/31/2022	$ 297,000
9/1/2022 - 8/31/2023	$ 302,500
9/1/2023 - 8/31/2024	$ 308,000
9/1/2024 - 8/31/2025	$ 313,500
9/1/2025 - 8/31/2026	$ 319,000
9/1/2026 - 8/31/2027	$ 324,500
9/1/2027 - 8/31/2028	$ 330,000
9/1/2028 and after	Continue to increase City of Springfield Purchase Price by 2% on each anniversary of the University's Closing Date (9/1).

City of Springfield: Reimbursement for Unamortized Costs of Subject Property Improvements	MOU (#2, #4)
9/1/2018 - 8/31/2019	NA
9/1/2019 - 8/31/2020	NA
9/1/2020 - 8/31/2021	$ 169,695
9/1/2021 - 8/31/2022	$ 145,453
9/1/2022 - 8/31/2023	$ 121,211
9/1/2023 - 8/31/2024	$ 96,969
9/1/2024 - 8/31/2025	$ 72,726
9/1/2025 - 8/31/2026	$ 48,484
9/1/2026 - 8/31/2027	$ 24,242
9/1/2027 and after	$ -



LOCATION SKETCH
SCALE 1"=2000

DESCRIPTION

AN IRREGULAR TRACT OF LAND LYING IN SECTION 23, T-29N, R-22W, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. RECORD DESCRIPTION AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE WEST ALONG THE SOUTH LINE OF MILL STREET, 388.40 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN BOOK 1548 AT PAGE 873; THENCE SOUTH 200 FEET MORE OR LESS (200.25 FEET) TO THE CENTER OF WILSON CREEK; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET; THENCE EAST 95.7 FEET; THENCE NORTH TO THE CENTER OF THE STONE WALL FORMERLY BOUNDING THE NORTH SIDE OF WILSON CREEK; THENCE EASTERLY ALONG THE CENTER OF SAID STONE WALL 74 FEET, THENCE SOUTH TO THE CENTER OF WILSON CREEK; THENCE EASTERLY (NORTH OF EAST) WITH THE CENTER LINE OF WILSON CREEK TO THE EAST LINE OF SAID SECTION 23. THENCE NORTH TO THE BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET PURPOSES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, T-29N, R-22W; THENCE SOUTH 01°-53'-36" WEST, 29.99 FEET; THENCE NORTH 88°-44'-27" WEST, 46.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH 01°-53'-36" WEST, ALONG SAID RIGHT-OF-WAY, 158.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATER STREET; THENCE SOUTH 84°-11'-32" WEST, ALONG SAID RIGHT-OF-WAY, 344.89 FEET; THENCE NORTH 01°-54'-13" EAST, ALONG A TRACT OF LAND AS CONVEYED IN BOOK 1548 PAGE 875, GREENE COUNTY, RECORDERS OFFICE, 198.92 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET, THENCE SOUTH 88°-44'-27" EAST, ALONG SAID RIGHT-OF-WAY, 341.76 FEET, TO THE POINT OF BEGINNING. Containing 1.29 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS NOW OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING DRAWING WB 103-217.

NOTES:

1. RIGHT-OF-WAY OF WATER STREET AS DEFINED BY CITY ORDINANCE 15294 DATED SEPTEMBER 27, 1927.
2. WEST PROPERTY LINE AS DEFINED BY ADJOINERS DEED BOOK 1548, PAGE 875, GREENE COUNTY RECORDER
3. PUBLIC SEWER EASEMENT AS DESCRIBED IN VOLUME 29, PAGE 434, ALONG WATER STREET.
4. NO ACCESS TO WATER STREET FROM PROPERTY IS AVAILABLE

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS SURVEYED UNDER MY SUPERVISION AND IS TO THE BEST OF MY KNOWLEDGE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY SURVEYS

ANDERSON ENGINEERING, INC

MICHAEL D GRAY, MO L S 1997

NO	REVISIONS	DATE	BY

MIDWEST MATERIALS

BOUNDARY SURVEY

CAMPBELL AVE & MILL ST

A/E ANDERSON ENGINEERING, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
TESTING LABORATORIES
730 N BENTON AVE
SPRINGFIELD MISSOURI 65803
PHONE 417 866-6741

DESIGN KEP DATE
DRAWN FWO FLD BK 308
CHECKED MDG JOB NO 035440

WB- 103-217
SHT 1 OF 1 REV

EXHIBIT
6

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 05-11-21

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 121 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the purpose of funding construction of the Galloway Street Improvements; and amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $1,500,000 to appropriate the Governor's Transportation Cost Share funds for this project.

_____

WHEREAS, the Galloway Street widening project will make several public improvements along Galloway Street between Luster and Lone Pine Avenues and promote Council priorities of Public Safety, Economic Vitality, Fiscal Sustainability and Quality of Place; and

WHEREAS, the Governor's Transportation Cost Share Agreement allows for reimbursement of up to 30 percent of the estimated $5,000,000 cost for project construction, with a maximum reimbursement of $1,500,000; and

WHEREAS, the estimated cost to the City is $3,500,000, will be funded from the 1/4-cent Capital Improvements Sales Tax, and is already budgeted.

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 Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission, said agreement to be in substantially the same form as "Exhibit 1," which is attached hereto and incorporated herein by reference, and to do those things necessary to carry out the intent of said Agreement.

Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 067, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 2.”

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 2021-121

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Governor's Transportation Cost Share Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding construction of the Galloway Street Improvements, and amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $1,500,000 to appropriate the Governor's Transportation Cost Share funds for this project.

BACKGROUND INFORMATION: The Galloway Street widening project is located near Galloway Village between Luster Avenue and Lone Pine Avenue. This project will widen Galloway Street to three lanes, provide roundabout intersections at Galloway and Luster and at Galloway and Lone Pine, provide water quality improvements, and increase walkability.

The Governor's Transportation Cost Share Agreement allows for reimbursement of up to 30 percent of the estimated $5,000,000 cost for project construction with a maximum reimbursement of $1,500,000. The City's 70 percent share, estimated at $3,500,000, 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

Exhibit 1

CCO Form: FS35G
Approved: 1/20 (MWH)
Revised: 3/20 (MWH)
Modified: 2/21 (MWH)

Entity: City of Springfield
Project Number: GOVCS03

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to Section 4.430 of Truly Agreed to and Finally Passed House Bill 4 (hereinafter, "TAFP HB 4") from the 2019 legislative session, the Missouri General Assembly (**GA**) has appropriated Fifty Million dollars ($50,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the *Governor's Transportation Cost Share Program* (**Program**); and

WHEREAS, pursuant to Section 4.435 of Truly Agreed to and Finally Passed House Bill 2004 (hereinafter, "TAFP HB 2004") from the 2020 legislative session, the Missouri GA re-appropriated thereby reducing the funds to Twenty-five Million dollars ($25,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the Governor's Transportation Cost Share Program; and

WHEREAS, pursuant to the January 6, 2021 Commission meeting, the Commission to set aside Twenty-five million ($25,000,000) of state road funds (SRF) to be expended for road and bridge projects under the Governor's Transportation Cost Share Program; and

WHEREAS, the Entity applied to the Commission for participation in the *Governor's Transportation Cost Share Program*; and

WHEREAS, on January 8th, 2020, the Commission approved the Entity's application to the *Governor's Transportation Cost Share Program* subject to the terms and conditions of this Agreement.

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding road and bridge improvement projects, as further described within TAFP HB 4 and TAFP HB 2004 and within this Agreement.

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

(1) AMOUNT OF PROGRAM: The total amount of this Program, as provided within Section 4.430 of TAFP HB 4, Section 4.435 of TAFP HB 2004, and the January 6, 2021 Commission meeting, is Fifty Million dollars ($50,000,000). The parties to this Agreement agree that the Commission will administer funds from the Program in an amount not to exceed Fifty Million dollars ($50,000,000). These funds made available from the Commission to the Entity are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. In the event state funds appropriated within Section 4.430 of TAFP HB 4 and/or Section 4.435 of TAFP HB 2004 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program. The designation of this program does not create a lump sum quantity contract, but rather only represents the amount of funding available for eligible expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses. These funds are for construction contract costs only. Preliminary engineering, environmental services, right of way services and acquisitions, utilities, construction inspection and other costs shall not receive the funds from HB 4 Section 4.430 or HB 2004 Section 4.435. The Entity shall be solely responsible for all ineligible costs.

(2) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Twenty-Five Million dollars ($25,000,000) provided within Section 4.435 of TAFP HB 2004 will not be fully expended by June 30, 2021. Therefore, the Commission will request for the re-appropriation and extension of time. If the re-appropriation is not approved, the Entity has the discretion to complete the construction of the project at the Entity's expense and at no cost and expense whatsoever to the Commission.

(3) PROGRAM TIME PERIOD: This Agreement provides funding for expenditures for the *Governor's Transportation Cost Share Program* projects to the Entity for State Fiscal Year (**SFY**) 2021 (July 1, 2020 - June 30, 2021). In the event the funds are re-appropriated by the GA into another SFY, the Program Time Period will automatically be adjusted to reflect the new SFY.

(4) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Entity in accordance with Section 4.435 of TAFP HB 2004 and the January 6, 2021 Commission meeting and to coordinate the participation by the Commission in the cost of the Entity's project Galloway Street improvements. The purpose is for a Cost Share Program with public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (**STIP**), including all amendments thereto, as of the date of passage of this bill by the GA.

(5) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location: Galloway Street improvements between Luster Avenue and Lone Pine Avenue. The general location of the project is shown on the attachment marked as “Exhibit A” and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the work described in the Entity’s Scope of Work Statement, which is attached and marked as “Exhibit B” and is incorporated herein by reference. The project will be defined by the Entity’s Scope of Work Statement.

(7) 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 Entity and the Commission.

(8) 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.

(9) ENTITY REPRESENTATIVE: The Entity's Public Works Director is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for the design, acquisition of right of way, letting of the Project, construction and inspection of the Project. The Entity’s responsibility to letting the work for this herein Project includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement.

(B) The Commission shall not be responsible for the project design, acquisition of right of way, letting of the project, construction or inspection of the Project.

(C) The Entity shall be responsible for construction of the herein improvement, which includes administration of the construction contract and inspection of the project work.

(D) The Entity shall commence work on the project upon receipt of written notice to proceed from the Commission.

(E) Project Efficiency: The Entity shall proceed with the project in a sound, economical and efficient manner in order to accomplish the items listed in the Scope of Work Statement, Exhibit B, within the prescribed Program Time Period.

(F) Project Inspection: The Commission shall have the right to inspect and review the work performed on this project.

(G) Notification of Change of Conditions: The Entity shall immediately notify Commission, in writing, of any change in conditions or law or of any event which may significantly impair its ability to carry out the project in accordance with the provisions of this Agreement.

(11) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity for eligible construction contract expenses in accordance with Section 4.435 of TAFP HB 4 2004 based on actual construction contract costs.

(A) The Program funds are only eligible to be used for construction contract costs. All other project costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction administration and inspection shall be the responsibility of the Entity. The breakdown details of the estimated total project cost is shown in "Exhibit C," which is attached hereto and incorporated herein by reference. The current construction contract cost estimate is five million dollars ($5,000,000.00).

(B) The Governor's Transportation Cost Share Program share of the project construction contract cost will be thirty percent (**30%**) not to exceed one million five hundred thousand dollars (**$1,500,000.00**).

(C) The Entity shall be responsible for the balance of the construction contract costs and all ineligible costs that are not the Commission's responsibility by the terms of this Agreement in excess of one million five hundred thousand dollars ($1,500,000.00).

(D) The Entity may request reimbursement for eligible costs at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(E) The Entity's request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(F) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed 30% of construction contract costs up to and not to exceed one million five hundred thousand dollars ($1,500,000.00) as approved by the Commission.

(G) Within ninety (90) days of final inspection of the project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(H) If the Commission determines that the Entity was overpaid, the amount of overpayment shall be remitted to the Commission.

(I) Reimbursement requests must be submitted by May 31st of the Program Time Period to ensure reimbursement.

(12) EXPENDITURE OF PROGRAM FUNDS: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another Applicant at the discretion of the Commission.

(13) WITHDRAWAL OF PROGRAM OFFER: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(14) ENTITY TO MAINTAIN: Upon completion of construction of this improvement, the Entity shall accept maintenance of the improvements made by this project 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. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the Entity for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(16) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, Entity 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 and state laws, rules and regulations.

(17) ENTITY'S PRELIMINARY PLANS: The Entity shall provide the Commission with plans setting forth the general analysis and explanation of reasons for design choices.

(18) REVIEW OF BIDS AND CONTRACT AWARD: The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful low bidder prior to the Entity awarding the construction contract.

(19) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Entity to issue a notice to proceed with construction.

(20) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Entity shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by other personnel does not relieve the Entity of this responsibility.

(21) PROMPT PAYMENT: The Commission and the Entity require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(22) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000*d* and 2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq*.)..

(24) PROJECT SCHEDULE: A project schedule shall be included as Exhibit D. Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(25) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing with a signature all applicable state and federal laws were followed with the completion of this project i.e. consultant selection, bidding, prevailing wage, uniform act, etc. (Exhibit E). This certification will be submitted during the project closeout phase of the project. Final payment will be held until certification is received.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(27) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(28) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(29) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(30) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(31) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(32) 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 immediately after

delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to:	Chad Zickefoose, LPA Program Manager MoDOT Southwest District 3025 East Kearney Street, Springfield, MO 65803 Phone # 417-895-7638 chad.zickefoose@modot.mo.gov
Entity to:	Nicholas Edelman, PE City of Springfield 840 Boonville, Springfield, MO 65802 Phone # 417-864-1932 nicholas.edelman@springfieldmo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(33) 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.

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

(35) PERMITS: The Entity 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.

(36) 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**).

(37) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(38) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(39) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(40) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(41) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity 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 Entity 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.

(42) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability

to perform the project in accordance with the provisions of this Agreement.

(43) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(44) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(45) OUTDOOR ADVERTISING: The Entity further agrees that the right of way provided for any 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.

(46) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

The Remainder of This Page Is Intentionally Left Blank.

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

Executed by the Entity on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Assistant Chief Engineer

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Contract Paralegal

Approved as to Form:

_____
Assistant City Attorney

Ordinance No: _____

EXHIBIT A

LOCATION

CITY OF SPRINGFIELD
GALLOWAY STREET
GREENE COUNTY

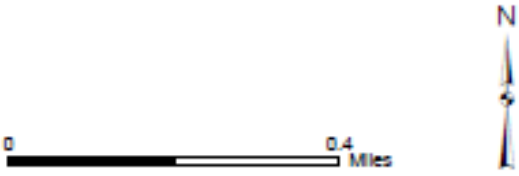


EXHIBIT B

SCOPE OF WORK

The project will make improvements to Galloway Street between Luster Avenue and Lone Pine Avenue.

EXHIBIT C

COST ESTIMATE

Project Name: Galloway Street Improvements

MoDOT Project Number: GOVCS03

Description: Galloway Street Improvements from Luster Avenue to Lone Pine Avenue

Local Entity: City of Springfield

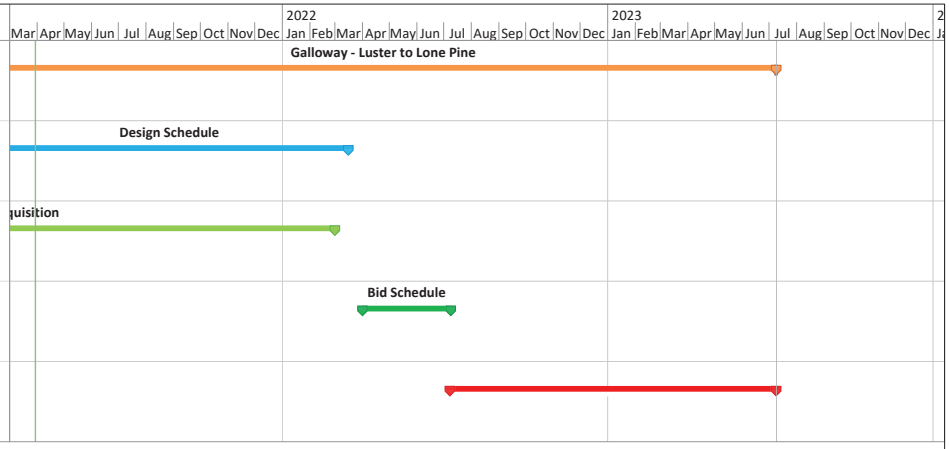
Element Breakdown	Costs	Eligible for Governor's Cost Share (Yes/No)	Eligible for MoDOT's Cost Share (Yes/No)	Responsible Entity
PE:	$510,000	N	N	City
PE Review:	$0			
ROW:	$2,705,000	N	N	City
ROW Incidentals:	$0			
ROW Review:	$0			
Construction:	$5,000,000	Y	N	City/Governor's CS
Utilities:	$1,673,750	N	N	City
CE:	$125,000	N	N	City
CE Review:	$0			
TOTAL:	$10,013,750			

Funding Breakdown	Costs	% Share
Governor's Cost Share Contribution:	$1,500,000	15%
MoDOT's Cost Share Contribution:	$0	0%
MoDOT District Contribution:	$0	0%
Funding From Other Sources (FFOS):	$8,513,750	85%
STP/CMAQ funds:	$0	0%
Total Project Costs:	$10,013,750	
Construction Contract Cost:	$5,000,000	
Governor's Cost Share Percent of Const. Contract:	30%	
FFOS Funding Source:	City of Springfield	

EXHIBIT D

PROJECT SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
0			**Galloway - Luster to Lone Pine**	**2001 days**	**Mon 1/15/18**	**Sat 7/8/23**	
1			**Design Schedule**	**1521 days**	**Mon 1/15/18**	**Tue 3/15/22**	
11			**R/W Acquisition**	**730 days**	**Sun 3/1/20**	**Mon 2/28/22**	
15			**Bid Schedule**	**99 days**	**Fri 4/1/22**	**Fri 7/8/22**	
26			**Construction Schedule**	**366 days**	**Fri 7/8/22**	**Sat 7/8/23**	



Project: Galloway - Luster to Lone
Date: Tue 3/30/21

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

Page 1

EXHIBIT E

Missouri Department of Transportation

Certification for Acceptance

Governor's Transportation Cost Share Program

Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					

I hereby certify the Governor's Cost share project identified above has been completed in accordance with all state and federal laws and the following requirements have been met:

1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications.
2. The project was constructed substantially in conformity with the plans and specifications.
3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT.
4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged.
5. For projects exceeding $75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at https://labor.mo.gov/).

Signed by an Authorized Representative of the Funding Recipient:	_____ Signature _____(Date)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
067

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	102750	00000	$ 1,500,000	Missouri Governor's Transportation Cost Share Agreement with the Missouri Highways & Transportation Commission
Net Revenue Adjustment						$ 1,500,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	102750	00000	$ 1,500,000	Galloway Street Improvements between Luster Avenue and Lone Pine Avenue
Net Expenditure Adjustment						$ 1,500,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Missouri Governor's Transportation Cost Share funds for 30% funding (up to $1,500,000) of the estimated project construction ($5,000,000) of Galloway Street Improvements between Luster Avenue and Lone Pine Avenue based on the terms of the related Cost Share Agreement. The remaining estimated project construction cost of $3,5000,000 will be funded by the 1/4-cent Capital Improvement Sales Tax that is already budgeted for this project.

Requested By:

Dan Smith 5/12/21
Department Head Date

Approved By:

5/12/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-121
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 05-11-21

Sponsored by: Romine

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 122 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Central Street Phase 2 Corridor Improvements project; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of $2,168,223.80 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

_____

WHEREAS, D&E Plumbing & Heating, LLC, is the lowest responsive and responsible bidder for the Central Street Phase 2 Corridor Improvements project, Plan No. 2017PW0021 (the "Project"); and

WHEREAS, the Project will convert Central Street from Benton Avenue to Clay Avenue to a complete street with sidewalks, multi-use path, and intersection improvements at Central Street and Drury Lane, as depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, bids for this Project were solicited by advertisement in *The Daily Events* from April 7, 2021, to April 11, 2021, and responsive bids were opened on April 27, 2021.

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

Section 1 – City Council hereby approves the plans and specifications for the Central Street Phase 2 Corridor Improvements project, Plan No. 2017PW0021, and accepts the bid of D&E Plumbing & Heating, LLC,- for said Project, at the price and sum of $2,168,223.80, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder for such work, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as "Exhibit B," and in accordance with the terms of the bid, the plans, and the specifications.

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-122

FILED: 05-11-21

ORIGINATING DEPARTMENT: Department of Public Works

PURPOSE: Approving the plans and specifications for Central Street Phase 2 Corridor Improvements, Plan No. 2017PW0021, accepting the bid of D&E Plumbing & Heating, Inc., for construction of the Central Street Phase 2 Corridor Improvements project, as shown on the attached ("Exhibit A"), project location map, and authorizing the City Manager, or his designee, to enter into a contract ("Exhibit B"), with such bidder.

BACKGROUND INFORMATION:
This project converts Central Street from Benton Avenue to Clay Avenue to a complete street with sidewalks, multi-use path, and intersection improvements at Central Street and Drury Lane.

Bids were solicited for this project by advertising in *The Daily Events* from April 7, 2021, through April 11, 2021. Bids were opened for the project at 10:30 a.m. on April 27, 2021. Three bids were received, but one of the bids was not considered responsive due to missing information. The opened bids were as follows:

Contractor	Bid Amount
D&E Plumbing & Heating, Inc.	$2,168,223.80
Emery Sapp & Sons, Inc.	$2,314,403.66
Engineer's Estimate	$1,899,321.50

The bid for the project was 14 percent above the Engineer's Estimate. Public Works believes that the bids received were reasonable due to the amount of work in the area and the increase in material costs in today's market. Rebidding the project may result in delaying a portion of the project to the next construction season and possibly not meeting deadlines of the property owners in the area that donated the right of way for the project.

The low bid, if accepted, will be funded from the 1/8-Cent Transportation Sales Tax and is already budgeted. Gas and water utility improvements included in the project total $359,500 and will be reimbursed by City Utilities. This will reduce the net City cost to $1,808,723.80.

Supports the following City Council Priorities:

- Quality of Place
- Public Safety

- Economic vitality
- Fiscal sustainability and accountability

REMARKS: Public Works recommends acceptance of the bid of D&E Plumbing & 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

Central Phase 2: Clay Ave to Benton Plan #2017PW0021WTE

CITY OF Springfield
(417) 864-1000

0 0.015 0.03 0.06
mi

Exhibit A

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

1/29/2021

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	**NAME: D&E PLUMBING & HEATING, INC.**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS: 1112 N. FALCON CREST COURT**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: (417) 864-1932 FAX: (417) 864-1983	**PHONE: 417-725-5300**
ATTN: NICHOLAS EDELMAN	**FAX: 417-725-5610**
DEPT.: PUBLIC WORKS	**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:

Central Street Phase 2 Corridor Improvements
Plan No. 2017PW0021

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 150 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/sovimmunity.php)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $2,168,223.80 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $2,550.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. 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.

14. 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 **TWO MILLION, ONE HUNDRED SIXTY EIGHT THOUSAND, TWO HUNDRED TWENTY THREE Dollars and EIGHTY Cents ($2,168,223.80)** 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. 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.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

25. 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.

26. 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.

27. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 05-11-21

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 123 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting a portion of the state highway system along Lone Pine Avenue by quit-claim deed.

_____

WHEREAS, the Missouri Highways and Transportation Commission ("MHTC") desires to transfer, and the City desires to accept, a quit-claim deed for right-of-way along Lone Pine Avenue from its southernmost limit at Old Route AE, north to Seminole Street and then west to Glenstone Avenue; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 6, 2021, and recommended approval by a vote of 8 to 0.

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 Road Relinquishment Agreement with the MHTC, said agreement to be in substantially the same form and content as "Exhibit A," which is attached hereto and incorporated herein by reference, and to do those things necessary to carry out the intent of the Agreement.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-123

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Road Relinquishment Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC") for the purpose of accepting a portion of the state highway system from MHTC by quit claim deed ("Exhibit B") along Lone Pine Avenue from its southernmost limit at Old Route AE, northward to Seminole Street and then westward to Glenstone Avenue ("Exhibit C").

BACKGROUND INFORMATION: In 1963, the City entered into an agreement with the Missouri State Highway Commission ("MSHC") (see "Exhibit D") to maintain Lone Pine Avenue and Seminole Street while the right-of-way remained under State control. This Ordinance will accept the right-of-way from MSHC allowing the City to control the right-of-way and continue to provide proper maintenance.

The Planning and Zoning Commission held a public hearing on May 6, 2021, and recommended approval by a vote of 8 to 0 that this request be forwarded to City Council with a recommendation for approval.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability
- Economic Vitality

REMARKS: Public Works recommends approval of this Council bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 11/19 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and The City of Springfield ("City").

WITNESSETH:

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 relinquish a portion of the state highway system to the City.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the City, the Commission shall perform the following:

None

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Lone Pine Avenue from its southernmost limit (Station 217+30 of old Route AE northward to the street now known as East Seminole Street and then westward to the street now known as Glenstone Avenue (Station 0+47.9 of old Route AE). The exact legal description will be included in the quitclaim deed.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the City the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The City agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to theCity, where in the Commission is referred to as “Grantor” and the City of Springfield is referred to as “Grantee”:

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(6) MAINTENANCE BY AGENCY: Agency shall maintain the highway as part of City's system.

(7) COMMISSION REPRESENTATIVE: The Commission's 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.

(8) 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 state and federal laws and regulations relating to the performance of this Agreement.

(9) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

_____
Assistant Chief Engineer

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Contract Paralegal

Approved as to Form:

_____
Assistant City Attorney

Ordinance No: _____

Exhibit B

CCO Form: RW42
Approved: 10/06 (AR)
Revised: 11/19 (JDS)
Modified:

ACCEPTANCE OF CONVEYANCE

The Quitclaim Deed attached above, made on _____, 20____ by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (the "Grantor"), is hereby received and formally accepted by the City of Springfield (the "Grantee" of the deed) on this _____ day of _____, 20___.

This Acceptance is executed by the undersigned representative of the City of Springfield, who is authorized by ordinance of the City of Springfield dated _____ to accept conveyances of easements and real property for the City of Springfield.

CITY OF SPRINGFIELD
GRANTEE

Signature: _____

By:_____

Title:_____

STATE OF MISSOURI)
) ss
COUNTY OF GREENE

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the (title)_____ of the City of Springfield and that the foregoing instrument was signed and sealed on behalf of the City of Springfield and that he/she acknowledged said instrument to be the free act and deed of the City of Springfield and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

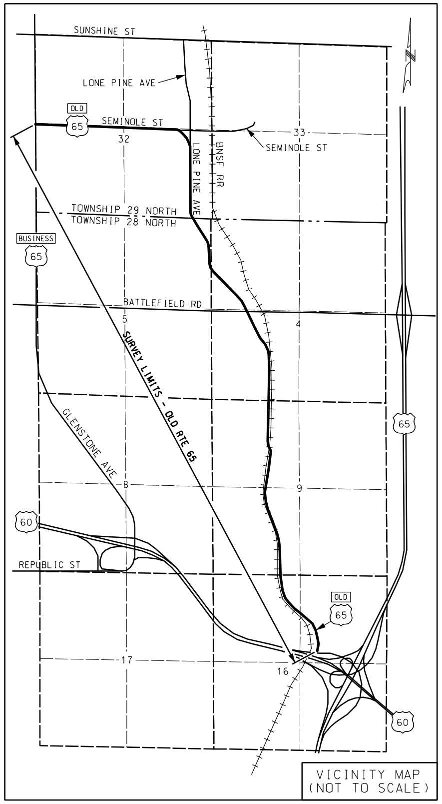
_____
Notary Public

My Commission Expires: _____

Exhibit C

EXCESS BOUNDARY SURVEY

GREENE COUNTY - OLD RTE 65



SEMINOLE AND LONE PINE (OLD HIGHWAY 65)

ALL THAT PART OF THE OF THE GRANTORS REAL PROPERTY AND REAL PROPERTY RIGHTS AND INTERESTS, LOCATED IN AND BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 21 WEST, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 21 WEST, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 21 WEST, THE EAST HALF OF THE NORTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 21 WEST, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 21 WEST, ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI. THE CENTERLINE OF OLD ROUTE 65 AND BEING THE CENTERLINE OF THE SURVEY OF THE MISSOURI DEPARTMENT OF TRANSPORTATION, WHICH LIES WITHIN A TRACT OF LAND 60 FEET WIDE, EXCEPT AS NOTED, 30 FEET LYING PARALLEL TO AND ON BOTH SIDES OF THE SURVEYED CENTERLINE OF ROUTE 3, SECTIONS 94, 95 AND PART OF 96, DATED 1924, (PRESENTLY KNOWN AS SEMINOLE STREET AND LONE PINE AVENUE.)

THE CURRENT SURVEYED CENTERLINE FOR OLD ROUTE 65 BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE S01°17’55”W, A DISTANCE OF 0.81 FEET TO A POINT ON THE CENTERLINE OF ROUTE 65 (GLENSTONE AVENUE) AT STATION 418+10.5 BACK AND CENTERLINE STATION 0+00 AHEAD FOR OLD ROUTE 65 (SEMINOLE STREET) AND THE POINT OF BEGINNING: THENCE S86°40’08”E, A DISTANCE OF 4104.83 FEET TO A POINT OF CURVE TO THE RIGHT AT STATION 41+04.83; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING RADIUS OF 573.69 FEET, A DELTA OF 88°01’43”, AN ARC LENGTH OF 881.41 FEET TO THE POINT OF TANGENT AT STATION 49+86.24; THENCE S01°21’36”W, A DISTANCE OF 1818.12 FEET TO A POINT OF CURVE TO THE LEFT AT STATION 68+04.36; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 573.69 FEET, A DELTA OF 35°27’00”, AN ARC LENGTH OF 354.95 FEET TO THE POINT OF TANGENT AT STATION 71+59.32; THENCE S34°05’25”E, A DISTANCE OF 634.26 FEET TO A POINT OF CURVE TO THE RIGHT AT STATION 77+93.58; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 573.69, A DELTA OF 36°38’00”, AN ARC LENGTH OF 366.80 FEET TO THE POINT OF TANGENT AT STATION 81+60.38; THENCE S02°32’35”W, A DISTANCE OF 339.78 TO A POINT OF CURVE TO THE LEFT AT STATION 85+00.16; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 573.69 FEET, A DELTA OF 48°35’00”, AN ARC LENGTH OF 486.45 FEET TO THE POINT OF TANGENT AT STATION 89+86.61; THENCE S46°02’25”E, A DISTANCE OF 770.72 FEET TO POINT OF A CURVE TO THE RIGHT AT STATION 97+57.33; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1763.22, A DELTA OF 18°52’58”, AN ARC LENGTH OF 581.10 FEET TO THE POINT OF TANGENT AT STATION 103+38.44; THENCE S27°09’26”E, A DISTANCE OF 577.35 FEET TO A POINT OF CURVE TO THE RIGHT AT STATION 109+15.79; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 563.69 FEET, A DELTA OF 08°10’00”, AN ARC LENGTH OF 80.35 FEET TO THE POINT OF TANGENT AT STATION 109+96.14; THENCE S18°59’26”E, A DISTANCE OF 297.51 FEET TO A POINT OF CURVE TO THE LEFT AT STATION 112+93.64; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 563.69 FEET, A DELTA OF 16°05’26”, AN ARC LENGTH OF 158.30 FEET TO THE POINT OF TANGENT AT STATION 114+51.95; THENCE S35°04’53”E, A DISTANCE OF 197.27 FEET TO A POINT OF CURVE TO THE RIGHT AT STATION 116+49.22; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 573.69 FEET, A DELTA OF 33°57’13”, AN ARC LENGTH OF 339.97 FEET TO THE POINT OF TANGENT AT STATION 19+89.19; THENCE S01°07’40”E, A DISTANCE OF 331.18 FEET TO POINT OF INTERSECTION AT STATION 123+20.36; THENCE S01°56’20”W, A DISTANCE OF 725.00 FEET TO POINT OF INTERSECTION AT STATION 130+45.36; THENCE S03°16’20”W, A DISTANCE OF 1552.12 FEET TO POINT OF CURVE TO THE LEFT AT STATION 145+97.48; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 292.05 FEET, A DELTA OF 27°34’46”, AN ARC LENGTH OF 140.58 FEET TO THE POINT OF TANGENT AT STATION 147+38.06 FEET; THENCE S24°18’26”E, A DISTANCE OF 92.50 FEET TO THE POINT OF CURVE TO THE AT STATION 148+30.56; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 302.90 FEET. A DELTA OF 34°39’48”, AN ARC LENGTH OF 183.25 FEET TO THE POINT OF TANGENT AT STATION 150+13.81; THENCE S10º21’22”W, A DISTANCE OF 1083.31 FEET TO THE POINT OF CURVE TO THE LEFT AT STATION 160+97.12; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 716.80 FEET, A DELTA OF 18°52’00”, AN ARC LENGTH OF 236.03 FEET TO THE POINT OF TANGENT AT STATION 163+33.15; THENCE S08°28’51”E, A DISTANCE OF 210.49 FEET TO THE POINT OF CURVE TO THE LEFT AT STATION 165+43.64; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 716.80 FEET, A DELTA OF 12°12’00”, AN ARC LENGTH OF 152.64 FEET TO THE POINT OF TANGENT AT STATION 166+96.26; THENCE S20°42’38”E, A DISTANCE OF 664.25 FEET TO THE POINT OF CURVE TO THE RIGHT AT STATION 173+60.51; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1432.64 FEET, A DELTA OF 18°35’20”, AN ARC LENGTH OF 464.80 FEET TO THE POINT OF TANGENT AT STATION 178+25.31; THENCE S02°07’18”E, A DISTANCE OF 1294.89 FEET TO THE POINT OF CURVE TO THE LEFT AT STATION 191+20.19; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 819.00 FEET, A DELTA OF 43°10’00”, AN ARC LENGTH OF 617.03 FEET TO THE POINT OF TANGENT AT STATION 197+37.23; THENCE S45°17’18”E, A DISTANCE OF 421.00 FEET TO THE POINT OF CURVE TO THE LEFT AT STATION 201+58.23 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 955.40 FEET, A DELTA OF 9°22’00”, AN ARC LENGTH OF 156.19 FEET TO THE POINT OF TANGENT AT STATION 203+14.41; THENCE S54°39’18”E, A DISTANCE OF 165.88 FEET TO THE POINT OF CURVE TO THE RIGHT AT STATION 204+80.29; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 521.70 FEET, A DELTA OF 43°09’19”, AN ARC LENGTH OF 392.95 FEET TO THE POINT OF TANGENT AT STATION 208+73.24; THENCE S11°30’00”E, A DISTANCE OF 675.28 FEET TO STATION 215+48.52 AND THE POINT OF TERMINUS.

SAID TRACT BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE S86°38’53”E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 110.35 FEET TO A POINT ON THE EAST BOUNDARY LINE OF GLENSTONE AVENUE (BUSINESS 65) AND THE POINT OF BEGINNING; THENCE N18°13’11”W ALONG THE EAST BOUNDARY LINE OF SAID GLENSTONE AVENUE, A DISTANCE OF 52.48 FEET TO A STEEL RIGHT OF MARKER AT THE INTERSECTION OF THE EAST BOUNDARY LINE OF BUSINESS ROUTE 65 AND THE NORTH BOUNDARY LINE OF OLD ROUTE 65, SAID POINT BEING 49.58 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 0+91.04; THENCE ALONG THE NORTH AND EAST BOUNDARY LINE OF OLD ROUTE 65, THE FOLLOWING COURSES AND DISTANCES; S80°47’45”E, A DISTANCE OF 90.00 FEET TO A POINT 40.38 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 1+80.57; THENCE S86°37’11”E, A DISTANCE OF 219.47 FEET TO A POINT 40.19 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 4+00.04; THENCE S80°52’53”E, A DISTANCE OF 101.02 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 5+00.55; THENCE S86°40’08”E, A DISTANCE OF 3604.28 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 41+04.83; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.69 FEET, A DELTA OF 88°01’43”, AND ARC LENGTH OF 927.50 FEET AND A CHORD THAT BEARS S42°39’16”E TO A POINT 30 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 49+86.24 ; THENCE S01º21’35”W, A DISTANCE OF 1818.12 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 68+04.36; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.69 FEET, A DELTA OF 35°27’00”, AN ARC LENGTH OF 336.39 FEET AND A CHORD THAT BEARS S16°21’55”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 71+59.32 FEET; THENCE S34°05’25”E, A DISTANCE OF 634.26 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 77+93.58; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.69 FEET, A DELTA OF 36°38’00”, AN ARC LENGTH OF 385.98 FEET AND A CHORD THAT BEARS S15°46’25”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 81+60.38; THENCE S02°32’35”W, A DISTANCE OF 339.78 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 85+00.16; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.69 FEET, A DELTA OF 48°35’00”, AN ARC LENGTH OF 461.02 FEET AND A CHORD THAT BEARS S21°44’55”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 89+86.61; THENCE S46°02’25”E, A DISTANCE OF 770.72 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 97+57.33; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 1793.22 FEET, A DELTA OF 18°52’58”, AN ARC LENGTH OF 590.99 FEET AND A CHORD THAT BEARS S36°35’56”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 103+38.44; THENCE S27°09’26”E, A DISTANCE OF 577.35 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 109+15.79; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 593.69 FEET, A DELTA OF 8°10’00”, AN ARC LENGTH OF 84.62 FEET AND A CHORD THAT BEARS S23°04’26”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 109+96.14; THENCE S18°59’16E, A DISTANCE OF 297.51 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 112+93.64; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.69 FEET, A DELTA OF 16°05’26”, AND ARC LENGTH OF 149.88 FEET AND A CHORD THAT BEARS S27°02’09”E TO A POINT 30,00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 114+51.95; THENCE S35°04’53”E, A DISTANCE OF 197.27 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 116+49.21; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.69 FEET, A DELTA OF 16°32’22”, AN ARC LENGTH OF 174.27 FEET AND A CHORD THAT BEARS S26°48’42”E TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT BEING 30.00 LEFT OF AND OPPOSITE CENTERLINE STATION 118+14.82; THENCE S05º07’33”E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 105.95 FEET TO A POINT 14.52 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 119+15.85; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5675.53 FEET, A DELTA OF 01°58’38”, AN ARC LENGTH OF 195.86 FEET AND A CHORD THAT BEARS S04°08’14”E TO A POINT 20.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 121+09.78; THENCE LEAVING SAID RAILROAD RIGHT OF WAY S01°07’40”E, A DISTANCE OF 211.12 FEET TO A POINT 20.01 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 123+20.36; THENCE S01°56’20”W, A DISTANCE OF 725.77 FEET TO A POINT 20.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 130+45.36; THENCE S03°16’20”W, A DISTANCE OF 1552.35 FEET TO A POINT 20.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 145+97.48; THENCE S86°43’40”E, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAIL ROAD AT A POINT 30 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 145+97.48; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 262.05 FEET, A DELTA OF 27°34’46”, AN ARC LENGTH OF 126.14 FEET AND A CHORD THAT BEARS S10°31’03”E TO A POINT 30.00 LEFT OF AND OPPOSITE CENTERLINE STATION 147+38.06; THENCE S24°18’26”E. A DISTANCE OF 92.40 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 148+30.56; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 332.90 FEET, A DELTA OF 34°39’48”, AN ARC LENGTH OF 201.40 FEET AND A CHORD THAT BEARS S06°58’32”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 150+13.81; THENCE S10°21’22”W, A DISTANCE OF 1083.31 FEET TO A POINT 29.89 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 160+97.12; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 686.80 FEET, A DELTA OF 18°52’00”, AN ARC LENGTH OF 226.15 FEET AND A CHORD THAT BEARS S00°55’22”W TO A POINT 29.89 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 163+33.15; THENCE S08°30’38”E, A DISTANCE OF 210.49 FEET TO A POINT 30 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 165+43.64; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 686.80 FEET, A DELTA OF 12°12’00”, AN ARC LENGTH OF 146.25 FEET AND A CHORD THAT BEARS S14°36’38”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 166+96.26; THENCE S20°42’38”E, A DISTANCE OF 664.25 TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 173+60.51; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1462.64 FEET, A DELTA OF 18°35’20”, AN ARC LENGTH OF 474.53 FEET AND A CHORD THAT BEARS S11°24’58”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 178+25.31; THENCE S02°07’18”E, A DISTANCE OF 1294.90 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 191+20.19; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 789.00 FEET, A DELTA OF 43°10’00”, AN ARC LENGTH OF 594.43 FEET AND A CHORD THAT BEARS S23°42’18”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 197+37.23; THENCE S45°17’18”E, A DISTANCE OF 420.49 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 201+58.23; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 925.40 FEET, A DELTA OF 09°22’00”, AN ARC LENGTH OF 151.28 FEET AND A CHORD THAT BEARS S49°58’18”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 203+14.41; THENCE S54°39’18”E, A DISTANCE OF 165.88 FEET TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 204+80.29; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 551.70 FEET, A DELTA OF 43°09’19”, AN ARC LENGTH OF 415.54 FEET AND A CHORD THAT BEARS S33°04’40”E TO A POINT 30.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 208+73.24; THENCE S11°30’00”E, A DISTANCE OF 623.25 FEET TO A STEEL RIGHT OF WAY MARKER 30.00 LEFT OF AND OPPOSITE CENTERLINE STATION 214+96.49; THENCE N78°31’42”E, A DISTANCE OF 10.00 FEET TO A STEEL RIGHT OF WAY MARKER 40.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 214+96.49; THENCE S11°30’00”E, A DISTANCE OF 65.89 FEET TO AN EXISTING ALUMINUM CAPPED IRON PIN ON THE NORTH BOUNDARY LINE OF BUSINESS ROUTE 60 (JAMES RIVER EXPRESSWAY) 40.00 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 215+62.38; THENCE N82°48’55”W, ALONG THE NORTH BOUNDARY LINE OF SAID BUSINESS ROUTE 60, A DISTANCE OF 41.66 FEET TO AN EXISTING ALUMINUM CAPPED IRON PIN; THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF SAID BUSINESS ROUTE 60, N57°21’01”W, A DISTANCE OF 56.56 FEET TO THE AN EXISTING ALUMINUM CAP AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID BUSINESS ROUTE 60 AND THE WEST BOUNDARY LINE OF LONE PINE (OLD ROUTE 65) 40.05 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 215+09.64; THENCE ALONG THE WEST BOUNDARY LINE OF OLD 65, THE FOLLOWING COURSES AND DISTANCES; N11°30’00”W, A DISTANCE OF 13.13 FEET TO A POINT 40.05 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 214+96.51; THENCE N14°15’07”E, A DISTANCE OF 23.13 FEET TO AN EXISTING IRON PIN 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 214+75.68; THENCE N11°30’00”W, A DISTANCE OF 602.44 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 208+73.24; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 491.70 FEET, A DELTA OF 43°09’19”, AN ARC LENGTH OF 370.35 FEET AND A CHORD THAT BEARS N33°04’40”W TO A POINT 30.00 RIGHT OF AND OPPOSITE CENTERLINE STATION 204+80.29; THENCE N54°39’18”W, A DISTANCE OF 165.88 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 203+14.41; THENCE ON A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 985.40 FEET, A DELTA OF 02°43’58”, AN ARC LENGTH OF 47.00 FEET AND A CHORD THAT BEARS N53°17’19”W TO A POINT ON THE EAST RIGHT OF WAY LINE THE BURLINGTON NORTHERN RAILROAD SAID POINT BEING 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 202+68.84; THENCE ALONG SAID RAILROAD RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES; ON A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1004.75 FEET, A DELTA OF 06°28’35”, AN ARC LENGTH OF 113.57 FEET AND A CHORD THAT BEARS N42°35’31”W TO A POINT 18.06 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 201+58.67; THENCE N45°49’49”W, A DISTANCE OF 361.80 FEET TO A POINT 21.48 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 197+96.89; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1095.92 FEET, A DELTA OF 27°30’49”, AN ARC LENGTH OF 526.27 FEET AND A CHORD THAT BEARS N32°04’24”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 192+82.25; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 849.00 FEET, A DELTA OF 11°20’14”, AN ARC LENGTH OF 167.99 FEET AND A CHORD THAT BEARS N07°47’25”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 191+20.19; THENCE N02°07’18”W, A DISTANCE OF 363.79 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN RAILROAD SAID POINT BEING 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 187+56.40; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; S87°28’18”E, A DISTANCE OF 1.89 FEET TO A POINT 28.11 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 187+56.55; THENCE ON A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1808.78 FEET, A DELTA OF 01°54’40”, AN ARC LENGTH OF 60.33 FEET AND A CHORD THAT BEARS N00°13’51”E TO A POINT 25.64 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 186+96.27; THENCE N01°11’11”E, A DISTANCE OF 795.00 FEET TO A POINT 20.24 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 179+02.60; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1533.30 FEET, A DELTA OF 17°52’38”, AN ARC LENGTH OF 478.42 FEET AND A CHORD THAT BEARS N07°45’08”W TO A POINT 28.42 FEET LEFT OF AND OPPOSITE CENTERLINE STATION 174+31.19; THENCE N87°20’34”W, A DISTANCE OF 53.10 FEET TO A POINT 21.18 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 174+12.28; THENCE ON A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1483.30 FEET, A DELTA OF 03°29’35”, AN ARC LENGTH OF 90.43 FEET AND A CHORD THAT BEARS N19°07’01”W TO A POINT 19.59 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 173+21.12; THENCE N20°47’27”W, A DISTANCE OF 579.54 FEET TO A POINT 20.40 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 167+41.58; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1413.15 FEET A DELTA OF 29°07’31”, AN ARC LENGTH OF 718.35 FEET AND A CHORD THAT BEARS N06°13’42”W TO A POINT 26.14 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 160+34.49; THENCE N87°28’18”W, A DISTANCE OF 4.00 FEET TO A POINT 30.10 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 160+35.03; THENCE LEAVING SAID RAILROAD RIGHT OF WAY LINE N10°21’22”E, A DISTANCE OF 1021.22 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 150+13.81; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 272.90 FEET, A DELTA OF 34°39’48”, AN ARC LENGTH OF 165.10 FEET AND A CHORD THAT BEARS N06°58’32”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 148+30.56; THENCE N24°18’26”W, A DISTANCE OF 92.40 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 147+38.06; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 322.05, A DELTA OF 27°34’46”, AN ARC LENGTH OF 155.02 FEET AND A CHORD THAT BEARS N10°31’03”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 145+97.48; THENCE N03°16’20”E, A DISTANCE OF 1551.77 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 130+45.02; THENCE N01°56’20”E, A DISTANCE OF 723.85 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 123+19.56; THENCE N01°07’40”W, A DISTANCE OF 330.38 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 119+89.18 THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.69 FEET, A DELTA OF 33°57’12”, AN ARC LENGTH OF 322.19 FEET WITH A CHORD THAT BEARS N18°06’17”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 116+49.21; THENCE N35°04’53”W, A DISTANCE OF 197.27 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 114+51.95; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 593.69 FEET, A DELTA OF 16°05’26”. AN ARC LENGTH OF 166.73 FEET WITH A CHORD THAT BEARS N27°02’09”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 112+93.64; THENCE N18°59’26”W, A DISTANCE OF 297.51 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 109+96.14; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.69 FEET, A DELTA OF 08°10’00”, AN ARC LENGTH OF 76.07 FEET AND A CHORD THAT BEARS N23°04’26”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 109+15.79; THENCE N27°09’26”W, A DISTANCE OF 577.35 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 103+38.44; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1733.22 FEET, A DELTA OF 18°52’58”, AN ARC LENGTH OF 571.22 FEET AND A CHORD THAT BEARS N36°35’56”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 97+57.33; THENCE N46°02’25”W, A DISTANCE OF 770.72 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 89+86.61; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.69 FEET, A DELTA OF 48°35’00”, AN ARC LENGTH OF 511.89 FEET AND A CHORD THAT BEARS N21°44’55”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 85+00.16; THENCE N02°32’35”E, A DISTANCE OF 339.78 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 81+60.38; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.69 FEET, A DELTA OF 36°38’00”, AN ARC LENGTH OF 347.62 FEET AND A CHORD THAT BEARS N15°46’25”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 77+93.58; THENCE N34°05’25”W, A DISTANCE OF 634.26 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 71+59.32; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 603.69 FEET, A DELTA OF 35°27’00”, AN ARC LENGTH OF 373.52 FEET AND A CHORD THAT BEARS N16°21’55”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 68+04.36; THENCE N01°21’35”E, A DISTANCE OF 1818.12 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 49+86.24; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.69 FEET, A DELTA OF 88°01’43”, AN ARC LENGTH OF 835.32 FEET AND A CHORD THAT BEARS N42°39’16”W TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 41+04.83; THENCE N86°40’08”W, A DISTANCE OF 3604.28 FEET TO A POINT 30.00 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 5+00.55; THENCE S87°45’18”W, A DISTANCE OF 100.99 FEET TO A POINT 39.81 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 4+00.04; THENCE N86°37’11”W, A DISTANCE OF 273.78 FEET TO A POINT 39.58 FEET RIGHT OF AND OPPOSITE CENTERLINE STATION 1+26.26; THENCE N18°13’11”W, A DISTANCE OF 43.39 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 27.00 ACRES. ALL BEING LOCATED IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

TYPE URBAN PROPERTY.

SUBJECT TO ALL EXISTING EASEMENTS.

ALL IMPROVEMENTS AND UTILITIES ABOVE AND BELOW GROUND LEVEL WERE NOT REQUESTED TO BE SHOWN.

PROPERTY WAS SURVEYED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION.

FIELDWORK FOR THIS PROJECT WAS PERFORMED ON OR ABOUT JUNE 2017.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EXISTING EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND IS BASED ON INFORMATION PROVIDED BY OTHERS AND DOES NOT REPRESENT AN OPINION AS TO TITLE.

SURVEY CERTIFICATION:

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION THE TRACT SHOWN HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION. SAID SURVEY WAS EXECUTED TO THE BEST OF MY KNOWLEDGE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
IN WITNESS THEREOF, I HEREUNTO SET MY SEAL AND SIGNATURE

THIS ________________ DAY OF ________________ A.D., 20__

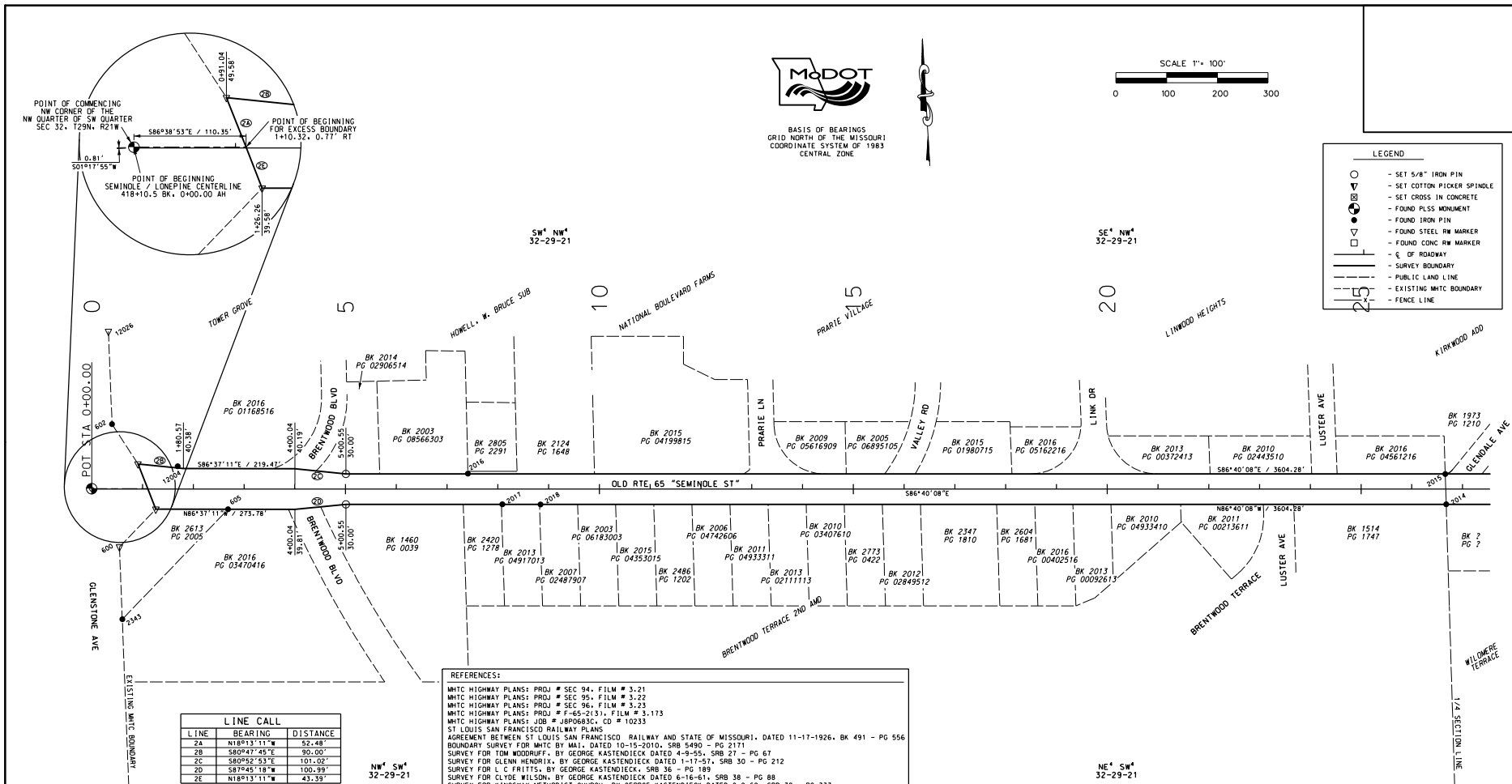
_MICHAEL_JOHNSON_____ MO P.L.S. __2298________

LOCATION SURVEY
SHEET 1 OF 9

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ROUTE: OLD 65 | DISTRICT: SW
PROJECT: UDC 16 | SCALE: 1" = 100'
COUNTY: GREENE | DATE PREPARED: 2/26/2020
TOWNSHIP: 28N,29N | RANGE: 21W | SHEET: 1 OF 9
PROJECT SURVEYORS: MICHAEL JOHNSON



LINE CALL		
LINE	BEARING	DISTANCE
2A	N18°13'11"W	52.48'
2B	S80°47'45"E	90.00'
2C	S80°52'53"E	101.02'
2D	S87°45'18"W	100.99'
2E	N18°13'11"W	43.39'

REFERENCES:

WHTC HIGHWAY PLANS: PROJ # SEC 94. FILM # 3.21
WHTC HIGHWAY PLANS: PROJ # SEC 95. FILM # 3.22
WHTC HIGHWAY PLANS: PROJ # SEC 96. FILM # 3.23
WHTC HIGHWAY PLANS: PROJ # F-65-2(3). FILM # 3.173
WHTC HIGHWAY PLANS: JOB # J8P0683C. CD # 10233
ST LOUIS SAN FRANCISCO RAILWAY PLANS
AGREEMENT BETWEEN ST LOUIS SAN FRANCISCO RAILWAY AND STATE OF MISSOURI. DATED 11-17-1926. BK 491 - PG 556
BOUNDARY SURVEY FOR WHTC BY MAI. DATED 10-15-2010. SRB 5490 - PG 2171
SURVEY FOR TOM WOODRUFF. BY GEORGE KASTENDIECK DATED 4-9-55. SRB 27 - PG 67
SURVEY FOR GLENN HENDRIX. BY GEORGE KASTENDIECK DATED 1-17-57. SRB 30 - PG 212
SURVEY FOR L C FRITTS. BY GEORGE KASTENDIECK. SRB 36 - PG 189
SURVEY FOR CLYDE WILSON. BY GEORGE KASTENDIECK DATED 6-16-61. SRB 38 - PG 88
SURVEY FOR KINGSWAY METHODIST CHURCH. BY GEORGE KASTENDIECK DATED 8-2-62. SRB 39 - PG 337
SURVEY FOR THE TEXAS COMPANY. BY GEORGE KASTENDIECK DATED 2-26-53. SRB 23 - PG 92
BRENTWOOD TERRACE 2ND AMENDED PLAT. BK N - PG 24
TOWER GROVE. BK P - PG 41
HOWELL. W BRUCE SUB. BK WW - PG 1
NATIONAL BOULEVARD FARMS. BK J - PG 28
PRAIRIE VILLAGE. BK O - PG 46
LINWOOD HEIGHTS. BK O - PG 30
KIRKWOOD ADD. BK M - PG 40
WILOMERE TERRACE. BK O - PG 13
WILOMERE TERRACE - REPLAT LOTS 5-9 BLK B. BK S - PG 61
LONE PINE ADD. BK T - PG 6
SOUTH LONE PINE ADD. BK V - PG 8
EASTERN ESTATES 1ST ADD. BK W - PG 62
EASTERN ESTATES. BK U - PG 62
SOUTHERN HILLS OF SPRINGFIELD. BK P - PG 20
BRENTWOOD PLACE. BK OO - PG 31
BRENTHIL. BK X - PG 12
THE HILL. BK AAA - PG 381
PINE RIDGE ESTATES PH 1- REPLAT OF LOTS 1 & 2 OF DAVIS RIDGE ESTATES PH 1. BK AAA - PG 128
BRIARCLIFF SUB. BK AAA - PG 351
HIMNEY HILLS PLACE 1ST ADD. BK OO - PG 87
HUSCHER HILL. BK XX - PG 42
SEQUIOTA CENTER. BK UU - PG 84
PARK VIEW PLACE - AMENDED. BK L - PG 18
GALLOWAY ADD. BK V - PG 18
GALLOWAY PLAZA. BK AAA - PG 317
OWN OF GALLOWAY. BK A - PG 91
CRYSTAL CREEK. BK MM - PG 82.83
GLENDALE HILLS. BK KK - PG 90

RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
12026	0+32.9	310.9' LT	FOUND STEEL RW MARKER
602	0+40.1	128.0' LT	FOUND IRON PIN
600	0+54.7	113.9' RT	FOUND STEEL RW MARKER
2343	0+60.4	256.3' RT	FOUND IRON PIN
12004	1+69.5	45.0' LT	FOUND 60D NAIL
605	2+68.6	39.7' RT	FOUND 1/2" IRON PIN
2016	7+41.0	30.5' LT	FOUND IRON PIN
2017	8+08.8	30.0' RT	FOUND DISTURBED IRON PIN
2018	8+83.9	30.2' RT	FOUND IRON PIN
2015	26+65.9	29.7' LT	FOUND IRON PIN
2014	26+67.8	30.0' RT	FOUND IRON PIN

THIS _____ DAY OF _____ A.D., 20__

_____
MICHAEL JOHNSON MO P.L.S. 2298

LOCATION SURVEY
SHEET 2 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

DISTRICT: SW
SCALE: 1" = 100'
DATE PREPARED: 2/26/2020
SHEET: 2 OF 9
PROJECT SURVEYOR: MICHAEL JOHNSON

ROUTE: OLD 65
PROJECT: UDC 16
COUNTY: GREENE
TOWNSHIP: 29N,29N RANGE: 21W

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE

SW¼ NE¼
32-29-21

SE¼ NE¼
32-29-21

NW¼ SE¼
32-29-21

NE¼ SE¼
32-29-21

KIRKWOOD ADD

LONE PINE ADD

SOUTH LONE PINE ADD

EASTERN ESTATES 1ST ADD

EASTERN ESTATES

WILOMERE TERRACE

WILOMERE TERRACE
REPLAT LOTS 5-9, BLK 8

GLENDALE AVE

MARLAN AVE

CLAYTON AVE

LONE PINE AVE

SEMINOLE ST

BROADMOOR AVE

OLD RTE 65 "SEMINOLE ST"

OLD RTE 65 "LONE PINE AVE"

S86°40'08"E / 3604.28'

N86°40'08"W / 3604.28'

S01°21'35"W / 1816.12'

N01°21'35"E / 1816.12'

PC 41+04.83
30.00'

PT 49+86.24
30.00'

49+86.24
30.00'

BK 1973
PG 1210

BK ?
PG ?

BK 2239
PG 2236

BK 2661
PG 0080

BK 2015
PG 01132515

BK 2016
PG 01905116

BK 2016
PG 04571816

BK 2009
PG 02219209

BK 2015
PG 01717615

BK 2015
PG 02867815

BK 2608
PG 0155

BK 2004
PG 03948004

BK 2076
PG 2146

BK 2356
PG 2598

BK 2714
PG 1194

BK 2015
PG 00180315

BK 2013
PG 04620113

BK 2013
PG 00445713

BK 2319
PG 2383

BK 2013
PG 03520213

BK 2015
PG 04879915

BK 2010
PG 01608210

BK 2011
PG 04996111

BK 2013
PG 05606413

BK 2015
PG 03081115

BK 2013
PG 02310313

BK 2015
PG 01288015

BK 2013
PG 03532913

BK 2015
PG 04932715

BK 2007
PG 01965407

BK 2259
PG 1872

BK 2011
PG 03631011

BK 2016
PG 04473316

BK 2013
PG 05606413

BK 2005
PG 01587805

BK 2013
PG 03038713

BK 2014
PG 04262214

BK 2007
PG 03268707

BK 2017
PG 00337617

BK 2005
PG 02229805

BK 2004
PG 04376904

BK 2017
PG 00471917

BK 2017
PG 00528117

BK 2073
PG 1349

BK 2009
PG 01684409

BNDY 3A
R 603.69'
Δ 88°01'43" RT
L 927.50'
CB S42°39'16"E

BNDY 3B
R 543.69'
Δ 88°01'43" LT
L 835.32'
CB N42°39'16"W

CL 1
PI 46+59.12
PC 41+04.83
PT 49+86.24
Δ 88°01'43" (RT)
D 9°59'14"
L 881.41'
T 554.28'
R 573.69'

RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
2019	35+39.6	30.7' RT	FOUND IRON PIN
2020	37+79.8	30.6' RT	FOUND IRON PIN
2021	38+88.5	29.4' LT	FOUND IRON PIN
2022	41+84.1	35.2' LT	FOUND IRON PIN
2023	44+29.9	141.0' LT	FOUND IRON PIN
2024	44+76.4	182.6' LT	FOUND IRON PIN
2027	44+74.1	34.0' RT	FOUND IRON PIN
2025	45+53.7	249.6' LT	FOUND IRON PIN
2026	48+50.9	28.5' RT	FOUND IRON PIN
608	49+49.6	31.3' LT	FOUND 5/8" IRON PIN "BUTCHER"
606	49+69.0	29.4' RT	FOUND CONCRETE RW MARKER
607	49+86.0	28.9' RT	FOUND 1/2" IRON PIN

LEGEND

- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL RW MARKER
- FOUND CONC RW MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING MHTC BOUNDARY
- FENCE LINE

SCALE 1"= 100'

0 100 200 300

THIS _____ DAY OF _____ A.D., 20__

MICHAEL JOHNSON MO P.L.S. 2298

LOCATION SURVEY
SHEET 3 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ROUTE: OLD 65
PROJECT: LUDC 16
COUNTY: GREENE
TOWNSHIP: 28N,29N
PROJECT SURVEYORS: MICHAEL JOHNSON

DISTRICT: SW
SCALE: 1" = 100'
DATE PREPARED: 2/26/2020
RANGE: 21W
SHEET: 3 OF 9

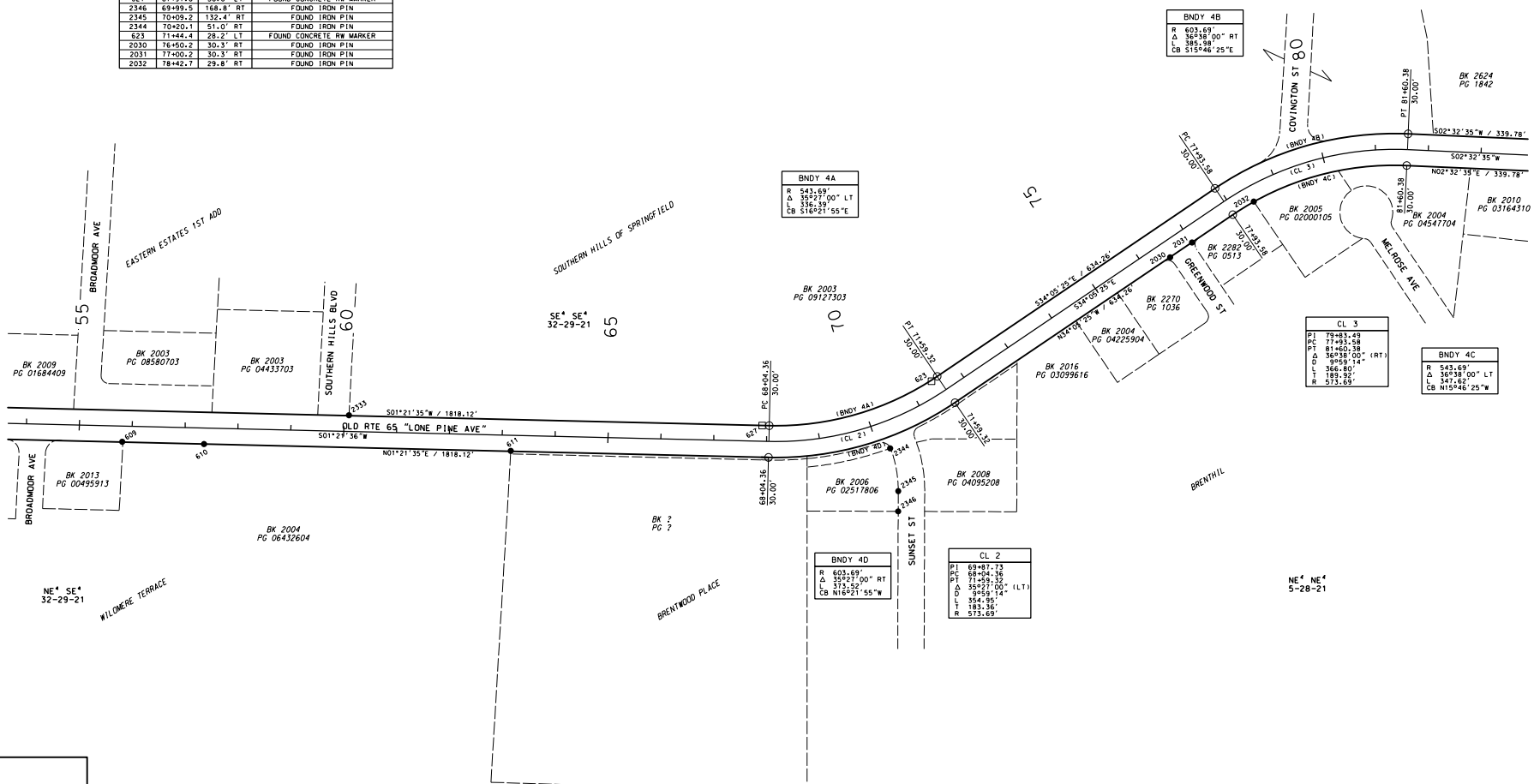
SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
609	55+81.7	29.5' RT	FOUND 5/8" IP
610	57+36.5	30.2' RT	FOUND IRON PIN BENT
2333	60+09.3	30.9' LT	FOUND IRON PIN BENT
611	63+16.8	29.2' RT	FOUND 5/8" IP
627	67+91.0	30.0' LT	FOUND CONCRETE RW MARKER
2346	69+99.5	168.8' RT	FOUND IRON PIN
2345	70+09.2	132.4' RT	FOUND IRON PIN
2344	70+20.1	51.0' RT	FOUND IRON PIN
623	71+44.4	28.2' LT	FOUND CONCRETE RW MARKER
2030	76+50.2	30.3' RT	FOUND IRON PIN
2031	77+00.2	30.3' RT	FOUND IRON PIN
2032	78+42.7	29.8' RT	FOUND IRON PIN

LEGEND

- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL RW MARKER
- FOUND CONC RW MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING MHTC BOUNDARY
- FENCE LINE

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE



THIS _____ DAY OF _____ A.D., 20__

_MICHAEL JOHNSON_____ MO P.L.S. __2298_____

LOCATION SURVEY
SHEET 4 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

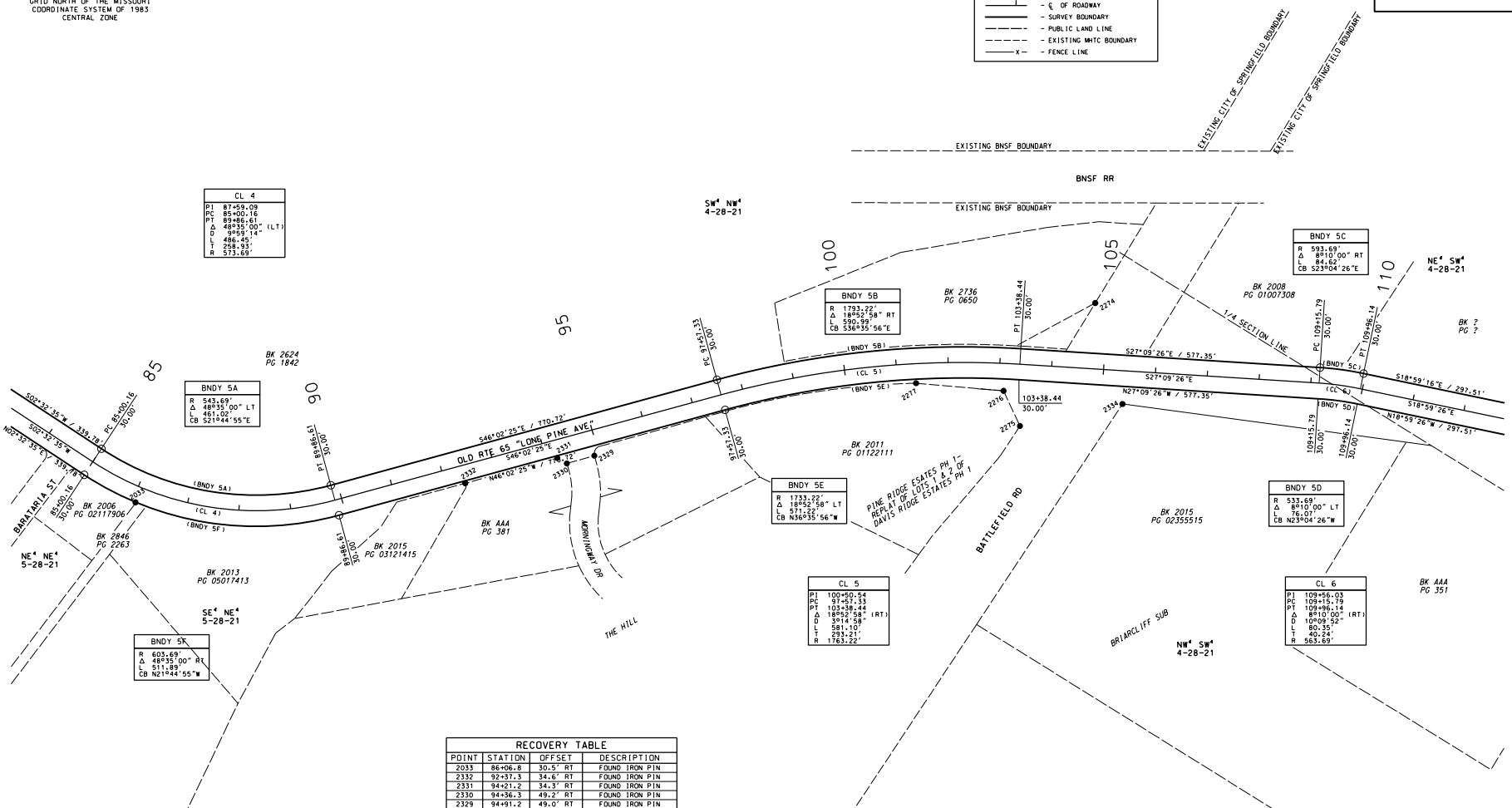
ROUTE: OLD 65	DISTRICT: SW	
PROJECT: UDC 16	SCALE: 1" = 100'	
COUNTY: GREENE	DATE PREPARED: 2/26/2020	
TOWNSHIP: 28N; 29N	RANGE: 21W	SHEET: 4 OF 9
PROJECT SURVEYORS: MICHAEL JOHNSON		

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE

LEGEND

- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL R/W MARKER
- FOUND CONC R/W MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING WHTC BOUNDARY
- FENCE LINE



RECOVERY TABLE

POINT	STATION	OFFSET	DESCRIPTION
2033	86+06.8	30.5' RT	FOUND IRON PIN
2332	92+37.3	34.6' RT	FOUND IRON PIN
2331	94+21.2	34.3' RT	FOUND IRON PIN
2330	94+36.3	49.2' RT	FOUND IRON PIN
2329	94+91.2	49.0' RT	FOUND IRON PIN
2277	101+36.6	37.6' RT	FOUND IRON PIN
2276	103+09.6	52.8' RT	FOUND IRON PIN
2275	103+46.0	118.7' RT	FOUND IRON PIN
2274	104+75.8	126.8' LT	FOUND IRON PIN
2334	105+40.5	63.8' RT	FOUND IRON PIN

SCALE 1"= 100'

0 100 200 300

THIS _____ DAY OF _____ A.D., 20__

_____
MICHAEL JOHNSON MO P.L.S. 2298

LOCATION SURVEY
SHEET 5 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

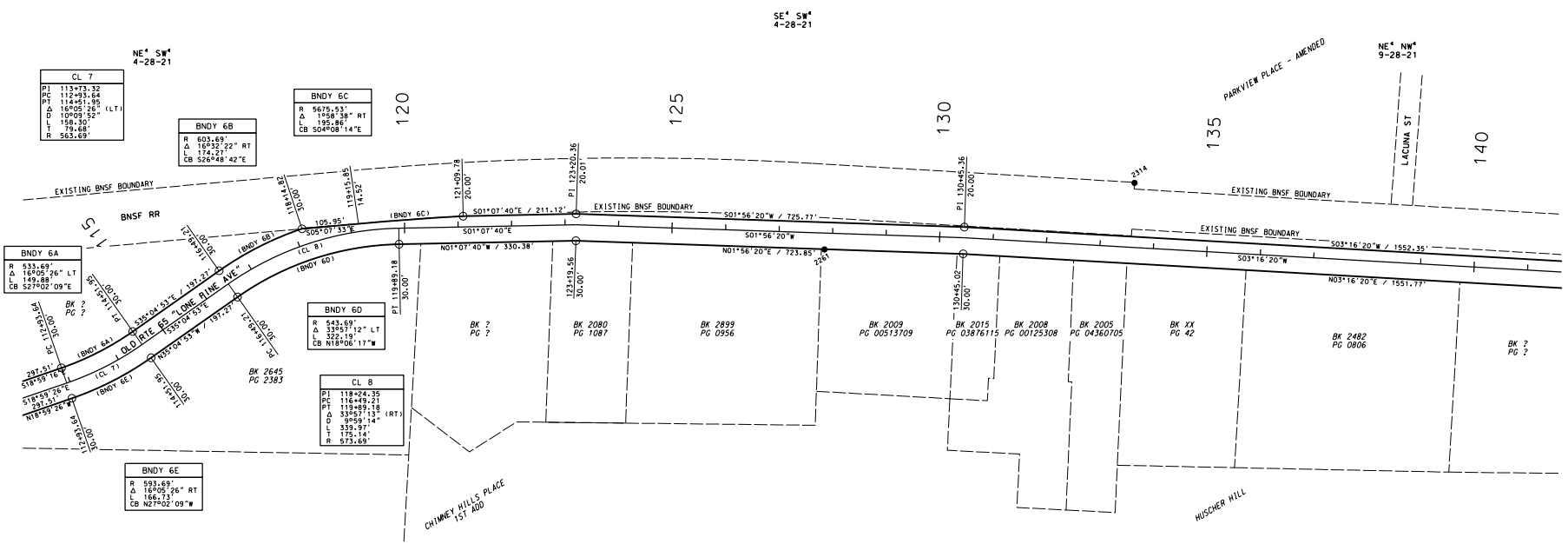
DISTRICT: SW
ROUTE: OLD 65
SCALE: 1" = 100'
PROJECT: UDC 16
COUNTY: GREENE
DATE PREPARED: 2/26/2020
TOWNSHIP: 28N,29N
RANGE: 21W
SHEET: 5 OF 9
PROJECT SURVEYOR: MICHAEL JOHNSON

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE

LEGEND

- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL RW MARKER
- FOUND CONC RW MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING MHTC BOUNDARY
- FENCE LINE



RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
2261	127+85.7	30.4' RT	FOUND IRON PIN
2314	133+57.7	120.6' LT	PP CORNER POST BY PLAT

SCALE 1"= 100'

0 100 200 300

THIS _____ DAY OF _____ A.D., 20__

_MICHAEL JOHNSON_____ MO P.L.S. __2299_____

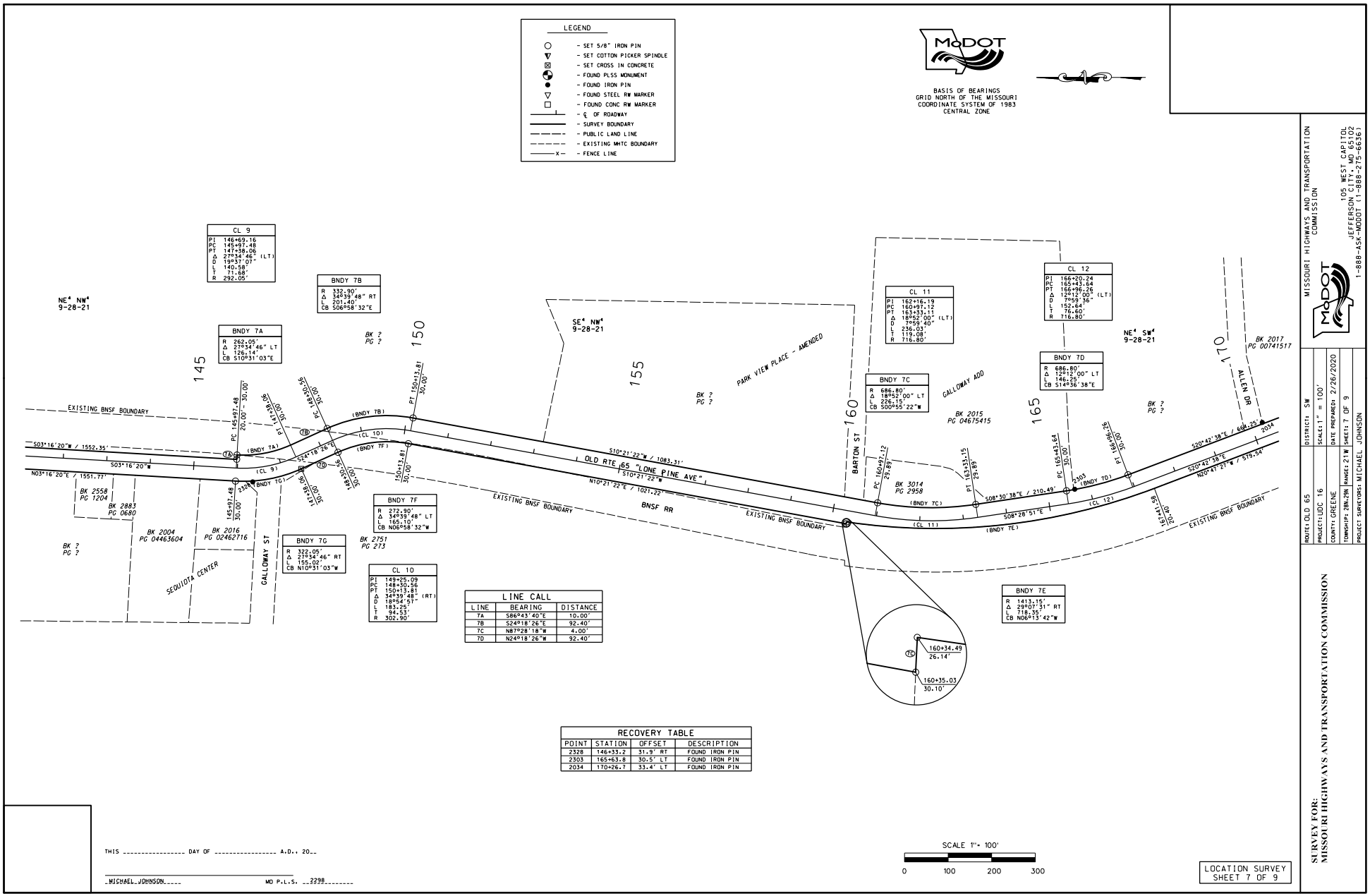
LOCATION SURVEY
SHEET 6 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ROUTE: OLD 65 | DISTRICT: SW
PROJECT: UDC 16 | SCALE: 1" = 100'
COUNTY: GREENE | DATE PREPARED: 2/26/2020
TOWNSHIP: 28N,29N | RANGE: 21W | SHEET: 6 OF 9
PROJECT SURVEYORS: MICHAEL JOHNSON

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



THIS _____ DAY OF _____ A.D., 20__

MICHAEL JOHNSON MO P.L.S. 2298

LOCATION SURVEY
SHEET 7 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ROUTE: OLD 65
PROJECT: UDC 16
COUNTY: GREENE
TOWNSHIP: 28N.,29N RANGE: 21W
PROJECT SURVEYORS: MICHAEL JOHNSON

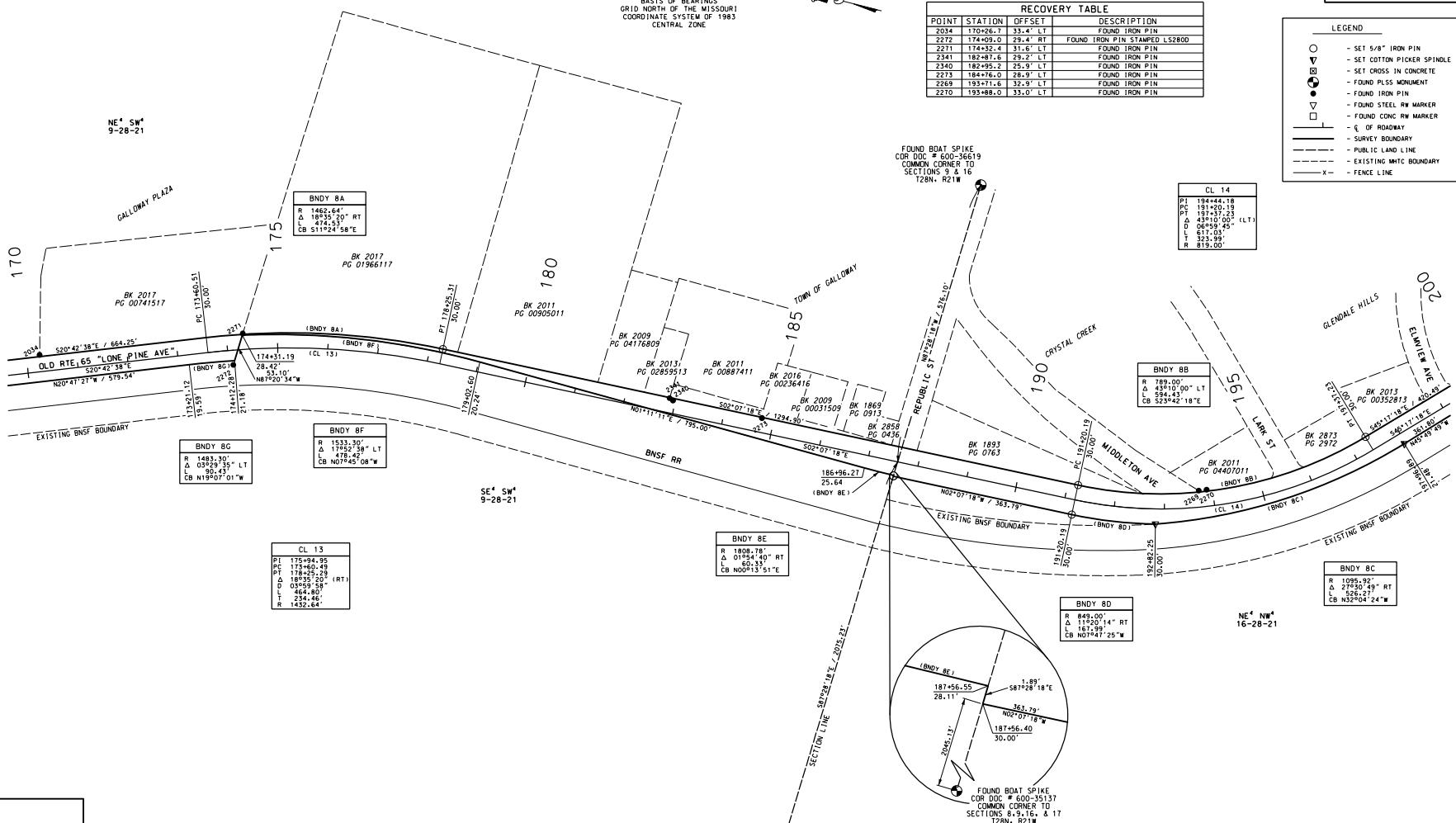
DISTRICT: SW
SCALE: 1" = 100'
DATE PREPARED: 2/26/2020
SHEET: 7 OF 9

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE

RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
2034	170+26.7	33.4' LT	FOUND IRON PIN
2272	174+09.0	29.4' RT	FOUND IRON PIN STAMPED LS280D
2271	174+32.4	31.6' LT	FOUND IRON PIN
2341	182+87.6	29.2' LT	FOUND IRON PIN
2340	182+95.2	25.9' LT	FOUND IRON PIN
2273	184+76.0	28.9' LT	FOUND IRON PIN
2269	193+71.6	32.9' LT	FOUND IRON PIN
2270	193+88.0	33.0' LT	FOUND IRON PIN

LEGEND
- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL RW MARKER
- FOUND CONC RW MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING MHTC BOUNDARY
- FENCE LINE



THIS _____ DAY OF _____ A.D., 20__

_____
MICHAEL JOHNSON WD P.L.S. 2298

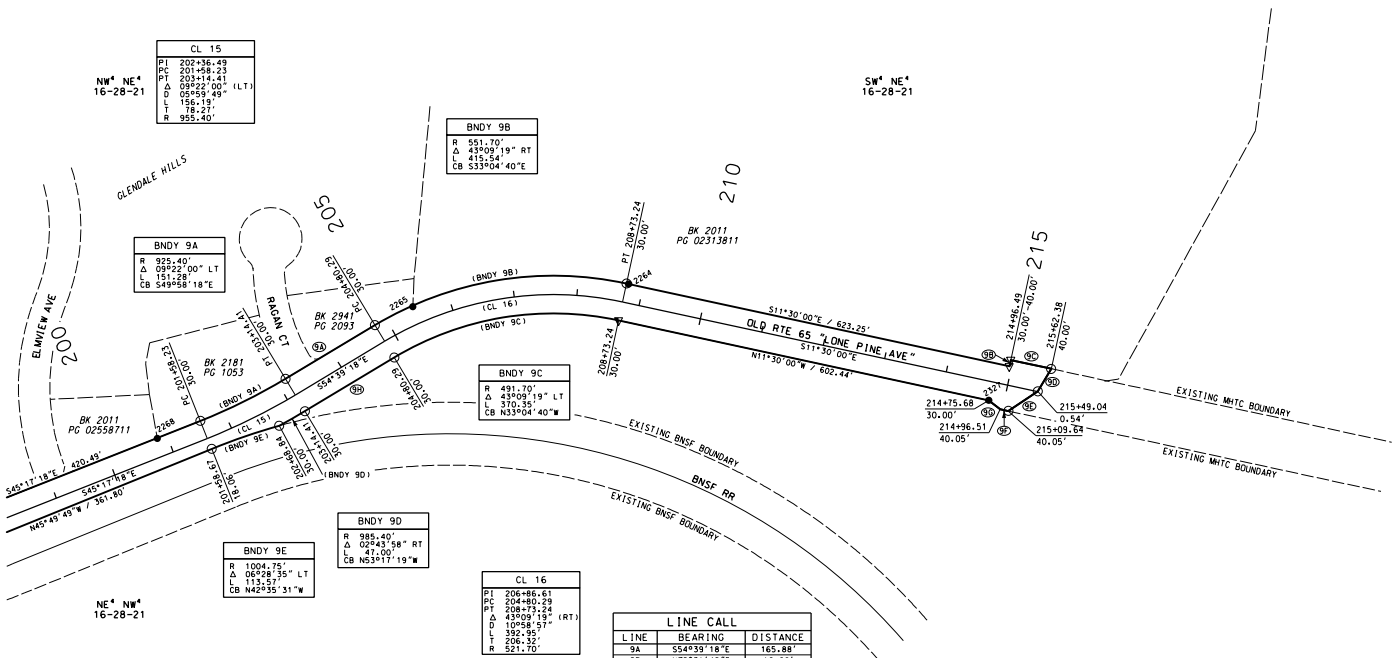
LOCATION SURVEY
SHEET 8 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

ROUTE: OLD 65	DISTRICT: SW
PROJECT: JOC 16	SCALE: 1" = 100'
COUNTY: GREENE	DATE PREPARED: 2/26/2020
TOWNSHIP: 28N, 29N RANGE: 21W	SHEET: 8 OF 9
PROJECT SURVEYOR: MICHAEL JOHNSON	

BASIS OF BEARINGS
GRID NORTH OF THE MISSOURI
COORDINATE SYSTEM OF 1983
CENTRAL ZONE



CL 15
PI 202+36.49
PC 201+58.23
PT 203+14.41
Δ 09°22'00" (LT)
D 05°59'49"
L 156.18'
T 78.27'
R 955.40'

BNDY 9A
R 925.40'
Δ 09°22'00" LT
L 151.28'
CB S49°58'18"E

BNDY 9B
R 551.70'
Δ 43°09'19" RT
L 415.54'
CB S33°04'40"E

BNDY 9C
R 491.70'
Δ 43°09'19" LT
L 370.35'
CB N33°04'40"W

BNDY 9D
R 985.40'
Δ 02°43'58" RT
L 47.00'
CB N53°17'19"W

BNDY 9E
R 1004.75'
Δ 06°28'35" LT
L 113.57'
CB N42°35'31"W

CL 16
PI 206+86.61
PC 204+80.29
PT 208+73.24
Δ 43°09'19" (RT)
D 10°58'57"
L 392.95'
T 206.32'
R 521.70'

LINE CALL		
LINE	BEARING	DISTANCE
9A	S54°39'18"E	165.88'
9B	N78°31'42"E	10.00'
9C	S11°30'00"E	65.89'
9D	N82°48'55"W	41.66'
9E	N57°21'01"W	56.56'
9F	N11°30'00"W	13.13'
9G	N14°15'07"E	23.13'
9H	N54°39'18"W	165.88'

RECOVERY TABLE			
POINT	STATION	OFFSET	DESCRIPTION
2268	200+84.3	29.2' LT	FOUND IRON PIN
2265	205+43.8	28.2' LT	FOUND IRON PIN
2264	208+76.7	30.0' LT	FOUND IRON PIN
2327	214+75.8	30.0' RT	FOUND IRON PIN

LEGEND

- SET 5/8" IRON PIN
- SET COTTON PICKER SPINDLE
- SET CROSS IN CONCRETE
- FOUND PLSS MONUMENT
- FOUND IRON PIN
- FOUND STEEL RW MARKER
- FOUND CONC RW MARKER
- ℄ OF ROADWAY
- SURVEY BOUNDARY
- PUBLIC LAND LINE
- EXISTING MHTC BOUNDARY
- FENCE LINE

THIS _____ DAY OF _____ A.D., 20__

_____
MICHAEL JOHNSON MO P.L.S. 2298

SCALE 1" = 100'

0 100 200 300

LOCATION SURVEY
SHEET 9 OF 9

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ROUTE: OLD 65 | DISTRICT: SW
PROJECT: UDC 16 | SCALE: 1" = 100'
COUNTY: GREENE | DATE PREPARED: 2/26/2020
TOWNSHIP: 28N,29N | RANGE: 21W | SHEET: 9 OF 9
PROJECT SURVEYORS: MICHAEL JOHNSON

SURVEY FOR:
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Exhibit D

121

Sponsored by: Gen

COUNCIL BILL NO. 5100

RESOLUTION NO. 4124

A RESOLUTION

AUTHORIZING the City Manager to enter into an agreement on behalf of the City with the Missouri State Highway Commission for the maintenance of a certain road hereinafter described.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI:

That the City Manager is hereby authorized to enter into an agreement, on behalf of the City, with the Missouri State Highway Commission which shall read substantially as follows:

MAINTENANCE AGREEMENT

This agreement executed on this ____ day of _____, 1963, by the State Highway Commission of Missouri, hereinafter called "Commission," and the City of Springfield, hereinafter called "Agency:"

Because of the construction of a relocated section of highway, Commission no longer considers it economically feasible to maintain a section of state highway designated as State Route AE, Greene County, from Station 0+47.9 to Station 107+87, as shown on Exhibit A attached hereto and made a part hereof, said section of highway generally extending from Springfield to Route 60, south of Galloway. However, because of a desire of Agency to maintain said section of highway to provide service to certain areas, Commission will retain said highway so long as Agency, with its own forces or by contract, shall provide reasonable maintenance thereon in a manner similar to other highways maintained by Agency in the area.

In the event said highway is not maintained in an acceptable manner by Agency, then Commission may, after 60-day notice to Agency of its intention to do so, terminate this maintenance agreement and abandon the right of way for said highway, so that same may be disposed of by Commission in the manner provided by law.

In the event Agency shall find that there is no longer cause for maintenance of the section of highway herein involved, and shall so advise Commission, Commission will then advise Agency of the date on which maintenance may terminate, such date to be within 90 days from receipt of such notice from the Agency to the Commission.

This agreement shall become effective upon completion, by the Contractor and acceptance by the Commission, of proposed project Route AE, Greene County, Section 39(1), as approved by the Commission on June 10, 1963.

Passed at meeting: SEP 1 6 1963

Attest: [signature] City Clerk — [signature] Mayor

Approved as to form: [signature] City Attorney

Approved for Council action: [signature] City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 05-11-21

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 124 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to donate a 1998 Ford F150 pickup truck, #4004, to the Downtown Springfield Association for the purpose of picking up glass from Springfield businesses for recycling.

_____

WHEREAS, the Downtown Springfield Association ("DSA") is a not-for-profit organization which receives grant funds from the Ozarks Headwaters Recycling and Materials Management District and currently serves forty businesses located in the areas of Downtown, Commercial Street, Walnut Street, and Cherry and Pickwick ("Center City") by picking up glass bottles and transporting them to the City glass recycle station; and

WHEREAS, this practice serves an important public purpose by diverting glass bottles from the landfill, which extends the life of the City-owned landfill; and

WHEREAS, the DSA no longer has a vehicle dedicated to this purpose; and

WHEREAS, the City of Springfield currently owns pickup truck #4004, a 1998 Ford F150, of no use to the City and of de minimis value, which is suitable to use for this purpose.

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 donate pickup truck #4004, a 1998 Ford F150, to the Downtown Springfield Association for the purpose of picking up glass at Springfield businesses then transporting the glass to the City glass recycle station, and to do those things necessary to carry out the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-124

FILED: 05-11-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to donate pickup truck #4004, a 1998 Ford F150, to the Downtown Springfield Association ("DSA"). This pickup truck is to be used by the DSA for the purpose of picking up glass at Springfield businesses then transporting the glass to the City glass recycle station.

BACKGROUND INFORMATION: Since it began in 2008, the Downtown Springfield Association has received grants from Ozarks Headwaters ("District O"). The program has served an important public purpose by saving 4.3 million glass bottles from going to the landfill over those dozen years. It currently serves 40 Center City businesses (Downtown, C-Street, Walnut Street and Cherry and Pickwick) and that number will increase closer to 50 as restaurants and nightlife establishments reopen with full occupancy in the coming months. A previous pickup donated to DSA fell beyond recommended repair within the past year. Since then, DSA has been borrowing an employee's personal vehicle for this work.

Current estimated value of this vehicle is around $500.

Supports the following City Council Priorities:

- Quality of Place

REMARKS: An ordinance for this donation was submitted to Council for approval as the process of donating the vehicle does not conform with the established procedures in the City's Purchasing Manual. Public Works recommends approval of this Council bill.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 05-11-21

Sponsored by: Simpson

COUNCIL BILL 2021- 125 RESOLUTION _____

A RESOLUTION

APPROVING the appointment of David Havens and Curtis Jared to the Board of Directors of the Brentwood N/S Community Improvement District. (Staff recommends approval.)

WHEREAS, on January 23, 2017, City Council of the City of Springfield, Missouri, passed Special Ordinance No. 26840, which established the Brentwood N/S Community Improvement District ("CID"); and

WHEREAS, the Brentwood N/S CID petition established the qualifications and representation requirements for appointing the members of the Board of Directors; and

WHEREAS, there is presently a need to appoint two members to the Board of Directors; and

WHEREAS, the Mayor of the City of Springfield, Missouri, with the advice and consent of City Council, may appoint Brentwood N/S CID members.

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

Section 1 – The Mayor, with the advice and consent of City Council, hereby appoints Curtis Jared and David Havens as members of the Board of Directors of the Brentwood N/S CID, to serve a term until January 23, 2025, or until their successor is appointed.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 125

FILED: 05-11-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the reappointment of David Havens and Curtis Jared to the Brentwood N/S Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Brentwood N/S Community Improvement District ("CID"), City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individuals be reappointed to the Board:

Seat	Name	Term Beginning	Term Expiring	Notes
1	Curtis Jared	1/22/2021	1/23/2025	Reappointment to new term
2	David Havens	1/22/2021	1/23/2025	Reappointment to new term

REMARKS: The abovementioned appointees are authorized representatives of a real property owner in the District and are thus qualified to serve on the CID Board of Directors. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior Planner

Recommended by:

Brendan Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 05-11-21

Sponsored by Romine

COUNCIL BILL 2021- 126 RESOLUTION _____

A RESOLUTION

APPROVING the appointment of John L. Hulston, John P. Hulston, and Carla Myers to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

WHEREAS, on October 21, 2019, City Council passed Special Ordinance 27244, approving a petition to re-establish the Kansas and Kearney Community Improvement District ("CID"); and

WHEREAS, said Ordinance provides that the CID shall be governed by a five-member Board of Directors (the "Board"); and

WHEREAS, said petition established the qualifications of and process for appointment of members to the CID Board through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is currently a need to appoint three members to the Board of Directors; and

WHEREAS, the Mayor of the City of Springfield, Missouri, has recommended the appointment of John L. Hulston, John P. Hulston, and Carla Myers.

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

Section 1 – City Council hereby confirms the appointment of John L. Hulston, John P. Hulston, and Carla Myers to the Kansas and Kearney Community Improvement District Board, with each person's term to expire on October 21, 2025.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-126

FILED: 05-11-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the reappointment of John L. Hulston, John P. Hulston, and Carla Myers to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Kansas and Kearney Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following sitting Directors, whose terms expire on October 21, 2021, be reappointed:

Seat	Name	Qualification	Term Begins	Term Expires
3	John L. Hulston	Representative of real property owner in District	10/21/2021	10/21/2025
4	John P. Hulston	Representative of real property owner in District	10/21/2021	10/21/2025
5	Carla Myers	Representative of real property owner in District	10/21/2021	10/21/2025

REMARKS: Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by:

Brendan Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager