



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Angela Romine, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda July 26, 2021 6:30 p.m.

Speakers must sign up with the City Clerk to speak to a Council Bill on the agenda.

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 not 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 based on City Council's policy regarding the number of speakers.

Note: Sponsorship does not denote Council member approval or support.

1. ROLL CALL.

2. APPROVAL OF MINUTES JULY 12, 2021 CITY COUNCIL MEETING

4. APPROVAL OF MINUTES. JULY 12, 2021 CITY COUNCIL MEETING.

Documents:

[07-12-21.PDF](#)

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, JULY 23, 2021.

4. CEREMONIAL MATTERS.

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

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

7. Council Bill 2021-174 (Hardinger)

A special ordinance amending the Park Board's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$1,753,260.02 to allocate \$1,300,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and \$453,260.02 of revenue and associated expense items within the Golf Fund, respectively.

Documents:

[2021-174.PDF](#)

8. Council Bill 2021-175 (Lear)

A special ordinance authorizing the City Manager, or his designee, to accept \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, from the U.S. Department of the Treasury; and amending the Fiscal Year 2021-2022 budget in the amount of \$40,276,290 for the purpose of appropriating these funds.

Documents:

[2021-175.PDF](#)

9. Council Bill 2021-176 (Lear)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, in the amount of \$5,485,050 for the project; authorizing the City Manager, or his

amount of \$6,400,000 for the project, authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$6,582,060

Documents:

[2021-176.PDF](#)

10. Council Bill 2021-177 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land Disturbance Activity,' by removing the security requirement, including additional requirements regarding permit duration and termination, providing additional enforcement mechanisms, and making other changes necessary for consistency with program policies and state land disturbance regulations.

Documents:

[2021-177.PDF](#)

11. Council Bill 2021-178 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Ozark Greenways, Inc., granting a perpetual conservation easement on City-owned property bordering portions of Galloway Creek.

Documents:

[2021-178.PDF](#)

12. Council Bill 2021-179 (McGull)

A special ordinance approving the plans and specifications for the National Avenue and Commercial Street Signal Replacement project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$159,359.08 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-179.PDF](#)

13. Council Bill 2021-180 (Romine)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Cooperative Agreement with the Ozarks Transportation Organization, for the purpose of funding a study of the North 13 Corridor Study; and amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$80,000 to appropriate Federal Surface Transportation Block Grant funds for this project.

Documents:

[2021-180.PDF](#)

14. Council Bill 2021-181 (Hosmer)

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$93,580, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

Documents:

[2021-181.PDF](#)

15. Council Bill 2021-182 (Ollis)

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$313,228, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

Documents:

[2021-182.PDF](#)

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

17. Council Bill 2021-184 (Schilling)

A resolution declaring the intent of the City of Springfield to annex approximately 107 acres of private property and right-of-way generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168 into the City of Springfield, and the intent to change the street name of Farm Road 168 to Roundtree Road. (Staff recommends approval.)

Documents:

18. Council Bill 2021-185 (McGull)

A resolution authorizing the City Manager, or his designee, to apply for a grant from the United States Economic Development Administration and the United States Department of Commerce in the amount of \$1,500,000, for the purpose of upgrading LeCompte Road, from East Division Street (Route YY) north to the BNSF Railroad Crossing, and the LeCompte Road and Division Street intersection.

Documents:

[2021-185.PDF](#)

19. EMERGENCY BILLS.

20. PUBLIC IMPROVEMENTS.

21. GRANTS. Citizens May Speak. May Be Voted On.

22. Council Bill 2021-186 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept \$3,000,545 in grant funds from the U.S. Department of Labor Employment and Training Administration in order to perform grant activities as approved for the Pathway Home 2 grant; entering into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for Fiscal Year 2021-2022 in the amount of \$3,000,545 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-186.PDF](#)

23. Council Bill 2021-187 (Lear)

A special ordinance authorizing the City Manager, or his designee, to accept a Tree Resource Improvement and Maintenance grant from the Missouri Department of Conservation; amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$18,663.26 to appropriate grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-187.PDF](#)

44. AMENDED BILLS.

25. COUNCIL BILLS FOR PUBLIC HEARING.

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

27. Council Bill 2021-188 (Hardinger)

A general ordinance amending Springfield City Code, Chapter 50, 'Emergency Services,' Article III, 'Automated External Defibrillators,' by deleting Article III in its entirety.

Documents:

[2021-188.PDF](#)

28. Council Bill 2021-189 (Lear)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 510 'Emergency Responder Radio Coverage,' subsections 510.4.1.1 and 510.4.1.2, of the 2018 International Fire Code, relating to modifying the Delivered Audio Quality of the Trunked 800 MHz radio system.

Documents:

[2021-189.PDF](#)

29. Council Bill 2021-190 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Chapter 9, 'Fire Protection and Life Safety Systems,' Section 901, by creating a new subsection of 901.6.1.1, 'Vendor Registration,' and revising the current numbering of subsection 901.6.1.1 to become 901.6.1.2, 'Certifications,' and amending the language

Documents:

[2021-190.PDF](#)

30. Council Bill 2021-191 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' specifically Appendix D, Section D102, 'Required Access,' and amending language contained within subsection D102.1, 'Access and loading.'

contained within SUBSECTION D 102.1, ACCESS and loading.

Documents:

[2021-191.PDF](#)

31. Council Bill 2021-192 (Simpson)

A special ordinance authorizing the City of Springfield Fire Department to enter into an agreement with the Missouri Department of Labor for the establishment of a Firefighter Apprenticeship program.

Documents:

[2021-192.PDF](#)

32. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Kevin Berry wishes to address City Council.

33. NEW BUSINESS.

The Mayor recommends the following appointment to the Public Housing Authority: Lynne Mitchell, with term to expire April 11, 2023.

The Mayor recommends the following appointment to the Tree City USA Citizen Advisory Committee: Kevin Harrell, with term to expire December 21, 2023.

The Mayor recommends the following appointment to the Springfield- Greene County Public Library Board: David Yancey, with term to expire July 1, 2024.

34. UNFINISHED BUSINESS.

35. MISCELLANEOUS.

36. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

37. Council Bill 2021-193 (Romine)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Cost Share Agreement with Greene County, Missouri, to share the costs associated with resurfacing portions of Farm Roads 114, 107, and 116, with the City's expected contribution not to exceed \$40,000.

Documents:

[2021-193.PDF](#)

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

39. **Council Bill 2021-194 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to accept and appropriate a grant through the Ozarks Headwater Recycling and Materials Management District, funded by the Missouri Department of Natural Resources, in the amount of \$2,500, to provide for the proper disposal of smoke alarms through recycling; amending the budget for the Fire Department of the City of Springfield, Missouri, for Fiscal Year 2021-2022 in the amount of \$2,500; and declaring this Ordinance qualifies for approval on one reading pursuant to Charter Section 2.16(25).

Documents:

[2021-194.PDF](#)

40. **Council Bill 2021-195 (Romine)**

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$2,000 for planters on Commercial Street within Zone 1.

Documents:

[2021-195.PDF](#)

41. **Council Bill 2021-196 (McGull)**

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$39,000 for improvements in Zone 2 to repair and place a new surface in the alley between Kickapoo Avenue and Pickwick Avenue north of Cherry Street.

Documents:

[2021-196.PDF](#)

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

43. **BOARD CONFIRMATIONS.**

Confirm the following appointments to the Art Museum Board: Amanda Stadler, and Lindsey Kelsay, with terms to expire June 1, 2024.

Confirm the following reappointment to the Building Trades Examination & Certification Board: Rory Krueger, with a term to expire December 1, 2023.

Confirm the following reappointments to the Springfield-Greene County Park Board: Susan Turner and Randall Blackwood, with terms to expire June 1, 2024.

Confirm the following appointment to the Springfield-Greene County Park Board: Mark McNay, with a term to expire June 1, 2024

44. **END OF CONSENT AGENDA.**

45. **ADJOURN.**

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

All meetings are recorded.

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

July 12, 2021
Springfield, Missouri

The City Council met in regular session July 12, 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. Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, Angela Romine and Ken McClure Absent. Heather Hardinger*

*Heather Hardinger joined the meeting at 6:40 p.m.

Minutes

The minutes of June 28, 2021 Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager gave an update of the Central Street Corridor Improvements project. He noted improvements along the Central Street Corridor are set to begin this week with the goal to provide a system for all modes of transportation in a pedestrian-heavy area of the City. Official notice to proceed was issued to general contractor D&E Plumbing & Heating to begin work today.

Mr. Gage noted Mayor McClure issued a statement through the Department of Public Information & Civic Engagement on July 1 denouncing the vandalism that occurred at the Barley-Decatur Neighborhood Center near Silver Springs Park.

Mr. Gage noted that National Night Out is on this year after being canceled in 2020 due to the pandemic. He further noted the Health Department will also be present at the event to offer COVID-19 vaccinations to those who want them.

Mr. Gage noted due to the rising cases of COVID-19 that the Route 66 festival for 2021 has been cancelled. Mr. Gage further noted that our region has been making national headlines recently for the wrong reasons - our low vaccination rate against COVID-19 and the resulting recent surge of infections, which are overwhelming our hospitals.

Katie Towns, Acting Director of Health provided a COVID-19 update. She noted that Greene County is reporting an average of 165 cases per day with 95% of the cases identified as the Delta variant. She noted this variant is spreading rapidly through the community and across the region causing

strain on health care providers. Ms. Towns noted that as of today 226 people are currently hospitalized including 104 Greene County residents. Katie further noted that of the 226 people, 98 are currently on ventilators.

Ms. Towns noted last week a focus team from the CDC worked with the Health Department to help understand the Delta variant and its impact on the community. Ms. Towns noted the Delta variant is impacting unvaccinated individuals. She further noted there are fully vaccinated individuals that become sick, but their illness is mild. Ms. Towns noted 60% of our county currently consists of unvaccinated individuals who are at risk.

Ms. Towns noted The Health Department, Mercy Vaccination Clinics, and Jordan Valley Community Health Center, have seen an increase in appointments recently. Ms. Towns further noted the community is making progress but need the pace to increase. She noted urging those who are not fully vaccinated to wear a mask and take other precautions when in public. Ms. Towns expressed that businesses and other facilities should re-evaluate the risk of COVID-19 for unvaccinated staff and guest as well as look into implementing policies like masking and distancing to help prevent the spread.

Mayor Pro Tem Simpson expressed national data indicates most of the hospitalizations and death, at this time, is due to the Delta variant. He inquired whether this was consistent with what we are seeing locally. Ms. Towns noted currently there is an increase in hospitalizations and those patients suffering from COVID-19 and the Delta variant were mostly unvaccinated individuals. Mayor Pro Tem further inquired what level of community vaccination do we need to reach to avoid another wave or spike in hospitalization. Ms. Towns noted the previous projection of 70% remains the goal.

Councilman Ollis asked what happens when we overreach the capacity in the hospitals and where do we go from there. Ms. Towns express hospitals are currently pulling physicians from St. Louis and surrounding areas to assist in helping. She noted our hospitals are working on interagency allocations and other resources to see what other options are available. She further noted for non-COVID related issues, many individuals are going to primary care doctors to avoid exposure while waiting to be seen by emergency care professionals.

Councilman Lear noted the CDC is advising if you have been vaccinated that a mask is no longer required; he asked if this is consistent with what is being seen. Ms. Towns expressed that at this point it is known that the vaccine works. She notes we must focus on the point that limited resources are available and this vaccine is the path to safety and protection. She further noted masks are encouraged for those unvaccinated.

Councilwoman Romine inquired if there were any reasons that some individuals with less symptoms are treated in the hospital versus those treated with severe symptoms are sent home. Ms. Town noted that she is not a medical professional and cannot speak as to why but suggests there could be other non-disclosed medical issues and that would need to be directed towards the hospitals.

Councilman McGull asked what venues or areas are contributing to this spread. Ms. Towns noted likely sources such as household, workplace, and community are the top of the list. She further noted areas with close proximity is the ultimate culprit however they will continue to investigate and gather data regarding how this is spread to help our community.

Councilman Hosmer asked are there things that other communities are doing that are considered best practice to highlight the benefits of the vaccine. Ms. Towns noted that the Health Department is looking at other communities to see what motivates those individuals to get the vaccine. She noted that many are seeing those they care about die from COVID-19 and the Delta variant. Ms. Towns further noted that many individuals are having the conversation with their family and friends about benefits of receiving the vaccine. Councilman Hosmer asked what happens when we run out of ventilators and reach capacity in the hospitals. Ms. Towns noted they are working on back up plans, as unfortunate that may happen soon. She noted the Health Department wants to make sure they are prepared and can ensure the proper resources are available before they are needed.

Councilwoman Hardinger noted that with no masking ordinance in place are there recommendations for businesses and organizations to keep people safe. Ms. Towns expressed it is a good idea to use masking and that establishments should have the difficult conversations amongst themselves encouraging the vaccine and masking to help minimize the risk.

Mayor Pro Tem Simpson noted that healthcare workers are doing their best to keep up with the demands of this surge. He encourages those who have questions about COVID or the Delta variant to ask their doctor.

Mayor McClure thanked Ms. Towns for her report and the work that the Health Department has done.

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

**Springfield Land
Development
Code, Section
36-306 5505
West Sunshine**

Sponsor: Schilling. Council Bill 2021-162

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5505 West

Sunshine Street from County M-1, Light Manufacturing District, and GR, General Retail District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Council Bill 2021-162. General Ordinance 6666 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None Absent: None Abstain: None

**Springfield Land
Development
Code, Section
36-306 1012
West Buena
Vista Street**

Sponsor: Schilling Council Bill 2021-161

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District, with Conditional Overlay District No. 78, to Planned Development No. 377; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.)

Mayor McClure recused himself; Mayor Pro Tem Simpson became the presiding officer.

Councilman Hosmer inquired if a fee-in-lieu study had been completed. Brendan Griesemer, Acting Director of Planning and Development noted that it has not been done. Councilman Hosmer asked if there was a way to do so for the City to recoup some cost. Mr. Griesemer noted that this is something that could be completed.

Councilwoman Romine noted that she had received complaints from renters that many high-density multi-person homes were being built. She expressed that she was pleased to see more single-family homes in this area.

Councilman Schilling asked for clarification whether this would turn Quail Creek into a speedway. Mr. Griesemer noted that Council addressed this issue in 2014 to ensure this would not become an issue.

Council Bill 2021-161. General Ordinance 6667 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Hosmer and Simpson. Nays: Schilling Absent: McClure Abstain: None

**Springfield Land
Development
Code, Section
36-306 817 West
El Camino Alto
Drive**

Sponsor: Simpson. Council Bill 2021-163

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to R-LD, Low Density Multi-Family Residential District; establishing Conditional Overlay District No. 200; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure recused himself; Mayor Pro Tem Simpson became the presiding officer.

Council Bill 2021-163. General Ordinance 6668 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Hosmer, Ollis and Simpson. Nays: None Absent: McClure Abstain: None

Mayor Pro Tem Simpson relinquished the chair. Mayor McClure resumed as the presiding officer.

**Springfield Land
Development
Code, Section
36-306 1132
West Division
Street**

Sponsor: Schilling. Council Bill 2021-164

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District, to R-TH, Residential Townhouse; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Councilwoman Romine inquired if these townhomes would be for rent or for sale. Brendan Griesemer, Acting Director of Planning and Development noted that when looking at zoning, they only look at how land would be used.

Council Bill 2021-164. General Ordinance 6669 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear and McClure. Nays: None Absent: None Abstain: None

**Automobile
washing Permit
No. 452- 2808
North Kansas
Expressway**

Sponsor: Romine. Council Bill 2021-165

A special ordinance granting Conditional Use Permit No. 452 for the purpose of authorizing an automobile washing business to operate as a conditional use within the GR, General Retail District, generally located at 2808 North Kansas Expressway. (Staff and Planning and Zoning Commission recommend approval.)

Council Bill 2021-165. Special Ordinance 27529 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger and McClure. Nays: None Absent: None Abstain: None

**RSM US LLP;
Police Officers '
and Firefighters '
Retirement
System**

Sponsor: McClure. Council Bill 2021-166

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with RSM US LLP, to provide professional auditing services to the City and to the Police Officers' and Fire Fighters' Retirement System for fiscal years 2021 through 2025.

Councilman Lear noted that he would be abstaining from this vote due to a potentially perceived conflict of interest.

Council Bill 2021-166. Special Ordinance 27530 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Hardinger, Romine and McClure. Nays: None Absent: None Abstain: Lear

**Emerald City
Band; Route 66
Festival**

Sponsor: Ollis. Council Bill 2021-167

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Emerald City Band, Inc. in the amount of \$25,500, for the purpose of performing a live concert at the Birthplace of Route 66 Festival in Springfield, Missouri.

Councilman Ollis noted given earlier remarks from the City Manager and Acting Health Director, he is withdrawing his sponsorship for the proposed.

**Law Department
full-time position
of Law
Technician**

Sponsor: McGull. Council Bill 2021-168

A special ordinance amending the Fiscal Year 2021-2022 budget of the City to adjust the authorized employee positions in the Law Department by adding one full-time equivalent position of Legal Technician and to fund said position.

Council Bill 2021-168. Special Ordinance 27531 was approved with the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: None Absent: None Abstain: None

**Sanitary Sewer
easement 3101
South Glenstone
Ave**

Sponsor: Simpson. Council Bill 2021-169

A special ordinance relinquishing certain sanitary sewer easement(s) located at 3101 South Glenstone Avenue for the purpose of accommodating improvements at said location.

Council Bill 2021-169. Special Ordinance 27532 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: None Abstain: None

RESOLUTIONS

EMERGENCY BILLS

The following item appeared on the agenda under Public Improvements .

**Sanitary Sewer
District No. 17 of
Section No 26.;
Kearney Street
and Lurvey Road**

Sponsor: Hosmer. Council Bill 2021-173

A special ordinance to cause to be issued a corrected special tax against the lots, blocks, and parcels of ground hereinafter described to pay for the cost of the construction of sanitary sewers in the City of Springfield, Missouri, in Sanitary Sewer District No. 17 of Section No. 26, in the general vicinity of Kearney Street and Lurvey Road; authorizing the City Clerk to issue new special tax bills to replace special tax bills previously issued in "Special Ordinance 27031" which have subsequently been found to contain a calculation error; and authorizing the City Clerk to deliver the same to the Director of Finance to be registered in his office in accordance with this Ordinance; and, declaring that this bill qualifies for approval in one reading.

Ron Petering, Assistant Director of Environmental Services provided an overview of the proposed. Mr. Petering noted this special property tax for the initial design and construction of this sewer district was considered and assessed in 2013. Recently while completing an internal review, a calculation error was found which lead to an overstatement of those assessments. He further noted a review was completed on the other districts around the same time and was found to not affect those areas.

Council Bill 2021-173. Special Ordinance 27533 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None Absent: None Abstain: None

GRANTS

AMENDED BILLS

PUBLIC HEARING

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

**Park Board's
Fiscal Year
2020-2021
operating budget .**

Sponsor: Hardinger. Council Bill 2021-174

A special ordinance amending the Park Board's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of

\$1,753,260.02 to allocate \$1,300,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and \$453,260.02 of revenue and associated expense items within the Golf Fund, respectively.

Jerry Mitchell, Superintendent of Parks Business Operations provided an overview of the proposed. He noted this past fiscal year the Parks sales tax revenue exceeded the initial budget. Mr. Mitchell noted that part of the funds would be distributed to the Parks reserve and the additional monies would be allocated to replace a maintenance facility at Lake Springfield Park. He further noted an increase in revenue from the Golf Fund which would be utilized for reimbursement for the repair of two buildings.

Councilman Ollis inquired how much the Park Board would like to see in reserve. Mr. Mitchell noted the ideal target is 10%-12% of the annual operation budget.

Councilwoman Romine asked if there will be any upgrades in the parks located in Council Zone 1. Mr. Mitchell noted they have worked to allocate funds to the park system with limited resources.

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

**Coronavirus
Stated and Local
Fiscal Recovery
Funds; American
Rescue Plan**

Sponsor: Lear. Council Bill 2021-175

A special ordinance authorizing the City Manager, or his designee, to accept \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, from the U.S. Department of the Treasury; and amending the Fiscal Year 2021-2022 budget in the amount of \$40,276,290 for the purpose of appropriating these funds.

David Holtmann, Director of Finance provided an overview of the proposed. He noted this is the first action in acceptance and allocation of the American Rescue Plan Act (ARPA) funds. Mr. Holtmann noted Springfield has received the first half of this fund this past June. He further noted the City is scheduled to receive the remaining monies June of next year. Mr. Holtmann expressed these funds were awarded to Springfield in response to the COVID-19 public health emergency. He noted these monies are in response to workers performing essential work during COVID-19, provide for government agencies services to the extent of reduction in revenue, and to make investments in water, sewer, and broadband. Mr. Holtmann expressed there would be other meetings and bills proposed for use of these funds to

be approved by Council.

Mayor McClure noted these funds would be included in the 2021-2022 budget. He asked what happens to the unspent portions after the end of the next fiscal year. Mr. Holtmann noted the City has until December 31, 2021 to spend these funds. He further noted Springfield has another two years after that deadline if the funds have been obligated. Mr. Holtmann expressed the obligated funds would stay with the City and would carry over with ARPA funds for the next year until 2026.

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

**Sanitary Sewer
Overflow Control
Program;
Department of
Environmental
Services Clean
Water Enterprise
Fund.**

Sponsor: Lear. Council Bill 2021-176

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation - Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, in the amount of \$5,485,050 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$6,582,060.

Ron Petering, Assistant Director of Environmental Services provided an overview of the proposed. He noted the City's ongoing efforts to comply with the federal Clean Water Act. Mr. Petering noted this project would require Springfield to physically dig up the pipe for it to be repaired or replaced. He further noted these projects are tracked and grouped together to help with funding cost. Mr. Petering noted Rosetta Construction, LLC has completed projects for the City in the past and are familiar with City procedures. Mr. Petering noted in receiving the additional funding, it would allow for flexibility to pursue additional work needed towards the end of this three-year project.

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

**Springfield Code,
Chapter 96,
Storm Water
Article III, Land
Disturbance
Activity**

Sponsor: Hardinger. Council Bill 2021-177

A general ordinance amending the Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land Disturbance Activity,' by removing the security requirement, including additional requirements regarding permit duration and termination, providing additional enforcement mechanisms, and making other changes necessary for consistency with program policies and state land disturbance regulations.

Ron Petering, Assistant Director of Environmental Services provided an overview of the proposed. He explained the Land Disturbance Activity includes clearing and grubbing, excavating, or grading an area. He further noted these activities happen when natural ground cover is taken off a site, and bare ground is left exposed which can be transported through storm water runoff or by wind off the site onto adjacent sites. Mr. Petering noted this process lead to a land study about what areas could be streamlined to avoid land exposure for prolong amounts of time. Mr. Petering explained the prior procedure requirements to ensure the compliance in terms of the permit. He further explained that these requirements would involve a developer putting up a form of security such as a financial bond or letter of credit that would ensure the compliance with terms of the permit. He noted these security requirements are time consuming for the staff to administer due to the additional steps and can take up to a week or longer to complete. This bill would change some of the security requirements and allow the City to act and seek reimbursement for the work completed outside those terms.

Councilman Ollis asked what the average bond amount is for these types of projects. Mr. Petering noted the bond amount is based on a percentage of the expected cost to do the restoration of the ground.

Councilman Lear asked how often we have had to resort in using these bonds to compel the terms of the permit to be completed properly. Mr. Petering noted it has been rare this has been used but what is being presented currently can solve these issues more effectively. Councilman Lear further inquired if this proposal was a suggestion from staff or from another sources. Mr. Petering explained that pulling the land permit is the first step in this process. He noted this can take time with the current security protocols in place. He further noted this process was led by an internal review driven by feedback from frustrated individuals that are ready to work.

Mayor Pro Tem Simpson noted that Mr. Petering expressed that our application is the State's first qualifying local permitter. He asked if the changes in the bill allow us to meet the standards of the application. Mr. Petering noted these changes should not affect our eligibility.

Councilman Hosmer inquired what security agreements are in place to protect the pollution from getting into the water system. Mr. Petering clarified the permitting process through the City. He further noted there are permits for Municipal Separate Storm Sewer System (MS4) that manages to keep pollutants such as erosion, out of the water with code previsions while issuing permits for construction activity. Councilman Hosmer asked if staff recommended the elimination of the security prevision period. Mr. Petering noted it was recommended internally after reviewing how many times this protocol had been utilized in the pass. Councilman Hosmer inquired which groups reviewed this ordinance. Mr. Petering noted the review was

completed by a committee consisting of Springfield Contractors Associations, the Growth and Development Community and design consultants within the Springfield community. Councilman Hosmer expressed wanting to broaden the scope of who has input on crafting ordinances.

Jason Gage, City Manager noted this bill did not lessen the requirement for the land disturbance security requirement. He noted that if the State did not do the job then the Environmental Protection Agency would have to step in due to the storm water. Mr. Gage noted this ordinance focuses on nuance abatement. He noted that if the job is not completed correctly, the City is not obligated to approve the construction of those areas which at that time the cost of the project not moving forward is more than the cost of permit.

Councilman Ollis noted that we are not trying to eliminate anything but rather speed up the process. He applauded the Director of Environmental Services for the job he has done.

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

**Ozark
Greenways, Inc;
Galloway Creek**

Sponsor: Simpson. Council Bill 2021-178

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Ozark Greenways, Inc., granting a perpetual conservation easement on City-owned property bordering portions of Galloway Creek.

Chris Dunnaway, Principle Engineer provided an overview of the proposed. He noted this bill would be associated with another grant to improve water quality at the James River Water Plant. Mr. Dunnaway further noted the bill is proposing to add conservation easements over 2 city owned properties between Battlefield and Southern Hills Blvd area. Mr. Dunnaway noted conservation easements can place certain restrictions on a property to maintain it in the natural state. He further noted that upon successful awarding of the grant to James River Basin Partnership, part of the funds would be utilized to remove invasive species and establish native vegetation along the Galloway Creek and the Riparian Corridor.

An opportunity was given for citizens to express their views.

Brent Stock, the Executive Director of the James River Basin Partnership noted funds for this easement would be utilized to improve the corridor in areas that need restoration or improvement. He noted this easement would not prohibit any of the activities that are in development in this location, including the Lone Pine Bike Park. He further noted that the easement would have a stipulation that would allow for additions and improvements to

the trail systems.

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

**National Avenue
and Commercial
Street Signal
Replacement '
Ewing Signal
Construction,
LLC**

Sponsor: McGull. Council Bill 2021-179

A special ordinance approving the plans and specifications for the National Avenue and Commercial Street Signal Replacement project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$159,359.08 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Tom Dancey, Traffic Engineer gave an overview of the proposed. He stated this bill would allow the replacement of one of the oldest installations in the City located at National and Commercial St. He further noted this would allow for the reconstruction of sidewalks and ramps in the area, improving accessibility.

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

**Intergovernmental
Cooperative
Agreement with
the Ozarks
Transportation
Organization**

Sponsor: Romine. Council Bill 2021-180

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Cooperative Agreement with the Ozarks Transportation Organization, for the purpose of funding a study of the North 13 Corridor Study; and amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$80,000 to appropriate Federal Surface Transportation Block Grant funds for this project.

Tom Dancey, Traffic Engineer gave an overview of the proposed. He noted that this bill would allow Springfield to participate in funding the North 13 Corridor study of Highway 13 (Kansas Expressway). Mr. Dancey noted this area often experiences delays due to traffic and accidents. He further noted this study would examine solutions to improve safety and congestion around the interchange around I44 and Highway 13. Mr. Dancey noted that Ozarks Transportation Organization (OTO) is proposed taking the lead on the project which includes Greene County, City of Springfield, and OTO. He further noted once a solution is found, MO Dot will look for additional funding for improvements.

Councilman Lear thanked Greene County and OTO for helping fund this bill. He noted that hopefully this study can find a way to improve safety and entry into the city.

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

**Fiscal Year
2020-2021
operating budget
of the City of
Springfield in the
General Fund**

Sponsor: Hosmer. Council Bill 2021-181

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$93,580, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

David Holtmann, Director of Finance provided an overview of the proposed. He noted this bill is for the year end budget adjustment to account for items that occurred throughout this past fiscal year, 2021. He noted these expenses were not anticipated or known during the original budget process. He further noted this would increase revenue and expenses just under \$94,000 for the general fund. Mr. Holtmann explained the funds are for reimbursement for shared services, allocations of contingency funds within the general funds and salary variances such as retirement payout that are covered by salary saving within the general fund.

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

**Fiscal Year 2020-
2021 operating
budget for City of
Springfield in
various Special
Revenue and
Capital Project
Funds**

Sponsor: Ollis. Council Bill 2021-182

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$313,228, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

David Holtmann, Director of Finance provided an overview of the proposed. He noted this bill is part of the final closeout for year-end budget adjustments for the Special Revenue and Capital Project Funds. He further noted the increase in the budget would address items such as building development, Fire escrow payments, and insurance reimbursements to the City for damaged property and equipment.

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

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

Appeared

Randy Allen addressed the issue of property crime. He expressed violent crimes should always be the top priority for response. Mr. Allen explained car lapping as when criminals go to your car in the early hours of the morning, smash out the windows, and take what they can find. He noted that this has happened to his family 4 times this year. Mr. Allen expressed the

frequencies are getting worse. Mr. Allen stated that some see this as a petty crime, but it is a felony. He noted that Springfield has a great Police Department and he is happy for the progress they have made towards recruitment.

Did not Appear

Appeared

Kevin Myles did not appear to address the Council.

Leigh Haught addressed the issue of the COVID-19 pandemic. Ms. Haught noted that those who are not vaccinated are the ones allowing this virus to mutate. She further noted that some do not want to have a masking mandate as it is seen as punishing those who have been vaccinated. She noted that there is so much misinformation out about the vaccines that we should flood PSA's about the truth utilizing the doctors and nurses. She further noted that replacing the city mask mandate would allow business to enforce the masks without backlash from the community.

Did not Appear

Daryl Baker did not appear to address the Council.

The following items appeared on the agenda under New Business .

Recommended

The City Manager recommends the following appointments to the Art Museum Board: Amanda Stadler, and Lindsey Kelsay, with terms to expire June 1, 2024.

Recommended

The City Manager recommends the following reappointment to the Building Trades Examination & Certification Board: Rory Krueger, with a term to expire December 1, 2023.

Recommended

The City Manager recommends the following reappointments to the Springfield-Greene County Park Board: Susan Turner and Randall Blackwood, with terms to expire June 1, 2024.

Recommended

The City Manager recommends the following appointment to the Springfield-Greene County Park Board: Mark McNay, with a term to expire June 1, 2024.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

**Southern Hills
Community**

Sponsor: Simpson Council Bill 2021-183

**Improvement
District Board of
Directors**

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

Council Bill 2021-183. Resolution 10587 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Romine, McGull, Schilling and McClure. Nays: None Absent: Hardinger Abstain: None

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

**Planning and
Development
dedication;
Preliminary Plat
of Brody's Place,
5505 West
Sunshine Street**

Sponsor: Schilling Council Bill 2021-170

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Brody's Place, generally located at 5505 West Sunshine Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Council Bill 2021-170. Special Ordinance 27534 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Romine, McGull, Schilling and McClure. Nays: None Absent: Hardinger Abstain: None

**Planning and
Development
dedication;
Preliminary Plat
of Deer Lake
Soccer Park,
6006 West State
Highway 266**

Sponsor: Romine Council Bill 2021-171

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Deer Lake Soccer Park, generally located at 6006 West State Highway 266, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Council Bill 2021-171. Special Ordinance 27535 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Romine, McGull, Schilling and McClure. Nays: None Absent: Hardinger Abstain: None

**Planning and
Development
dedication;
Preliminary Plat**

Sponsor: McGull Council Bill 2021-172

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of

**of Smith Street
Subdivision,
1047 East Smith
Street**

Springfield, as shown on the Preliminary Plat of Smith Street Subdivision, generally located at 1047 East Smith Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Council Bill 2021-172. Special Ordinance 27536 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Romine, McGull, Schilling and McClure. Nays: None Absent: Hardinger Abstain: None

END OF CONSENT AGENDA.

**Motion to
Adjourn**

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

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -174

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2020-2021 operating budget by increasing
2 both revenue and expenses in the amount of \$1,753,260.02 to allocate
3 \$1,300,000.00 of revenue and associated offsetting expense items from
4 Parks 2001 and 2006 Sales Tax Funds and \$453,260.02 of revenue and
5 associated expense items within the Golf Fund, respectively.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for the Park Board
15 needs to be adjusted for reimbursements and associated offsetting expense items.
16

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

20 Section 1 – The Park Board's Budget for Fiscal Year 2020-2021 is hereby
21 amended in the accounts and in the amounts as shown on Budget Adjustment No. 74, a
22 copy of which is attached hereto and incorporated herein by this reference as “Exhibit
23 A.”
24

25 Section 2 – City Council finds the budget adjustment has been recommended by
26 the Park Board and the City Manager and that the budget adjustment made herein is
27 necessary to reconcile differences between budgeted revenues and expenditures and
28 actual revenues and expenditures.
29

30 Section 3 – City Council hereby directs the City Manager to cause the
31 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- 174

FILED: 07-06-21

ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$1,753,260.02 to allocate \$1,300,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales tax funds and \$453,260.02 of revenue and associated expense items within the Golf Fund.

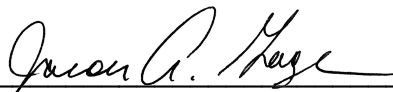
BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary somewhat from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at the close of each fiscal year. During Fiscal Year 2020-2021, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately \$1,300,000.00 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets, as well as to increase the contribution to the Parks Reserve by \$500,000, which would result in a balance of \$1,100,000.00 as of June 30, 2021. In addition, during Fiscal Year 2020-2021, the Golf Fund revenues will exceed the amount budgeted by Parks by approximately \$375,000.00. This additional revenue will be used to offset expense items in the Golf Fund, including the final payment for the Rivercut bridge loan with the City, one year early, in the amount of \$150,000.00. Finally, for Fiscal Year 2020-2021, \$78,260.02 was received in insurance reimbursement revenue to cover the cost of the repair of roofs at the Connie Morris Training Center and Rivercut Golf Course. This revenue will be used to offset the cost of both repairs within the Golf Fund.

Submitted by:



Bob Belote, Director of Parks

Approved by:



Jason A. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
074

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	00000	00000	\$ 650,000.00	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	00000	00000	650,000.00	Parks 2006 Sales Tax Revenue
57010	16	25010	412020	00000	10170	125,000.00	Horton Smith Golf Course Activity Fees
57010	16	25010	412020	00000	10355	100,000.00	Rivercut Golf Course Activity Fees
57010	16	25010	412020	00000	10410	150,000.00	Bill and Payne Stewart Golf Course Activity Fees
57010	16	25010	414110	00000	10073	38,827.29	Insurance Reimbursement-Connie Morris Learning Center
57010	16	25010	414110	00000	10354	39,432.73	Insurance Reimbursement-Rivercut Golf Course
Net Revenue Adjustment						\$1,753,260.02	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80010	502430	00000	00000	\$ 500,000.00	Parks Fund Balance Reserve Appropriation
20120	16	80020	508500	103016	10212	800,000.00	Capital Improvements-Lake Springfield Park Maintenance Facility Replacement
57010	16	25010	509910	00000	10170	150,000.00	Rivercut Bridge Loan Final Payment
57010	16	25010	502710	00000	10073	38,827.29	Building Repairs-Connie Morris Learning Center
57010	16	25010	502710	00000	10354	39,432.73	Building Repairs-Rivercut Golf Course
57010	16	25010	501130	00000	10354	40,000.00	Chemicals and Drug Lab Supplies-Rivercut Golf Course
57010	16	25010	500130	00000	10170	30,000.00	Temporary Wages-Horton Smith Golf Course
57010	16	25010	500130	00000	10410	30,000.00	Temporary Wages-Bill and Payne Stewart Golf Course
57010	16	25010	500130	00000	10355	30,000.00	Temporary Wages-Rivercut Golf Course
57010	16	25010	507520	00000	10410	40,000.00	Inventory Purchases-Bill and Payne Stewart Golf Course
57010	16	25010	507520	00000	10170	20,000.00	Inventory Purchases-Horton Smith Golf Course
57010	16	25010	507520	00000	10355	10,000.00	Inventory Purchases-Rivercut Golf Course
57010	16	25010	501260	00000	10170	10,000.00	Operating Supplies-Horton Smith Golf Course
57010	16	25010	501160	00000	10410	15,000.00	Food Supplies-Bill and Payne Stewart Golf Course
Net Expenditure Adjustment						\$1,753,260.02	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Parks 2001 and 2006 Sales Tax, Golf Fund revenue and reimbursements received in excess of budget for the fiscal year ending June 30, 2021.

Requested By:


Department Head 07/06/21
Date

Approved By:


Director of Finance 07/06/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-174
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-175

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept \$40,276,290 in
2 Coronavirus State and Local Fiscal Recovery Funds, established by
3 the American Rescue Plan Act of 2021, from the U.S. Department of
4 the Treasury; and amending the Fiscal Year 2021-2022 budget in the
5 amount of \$40,276,290 for the purpose of appropriating these funds.
6 _____
7

8 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
9 March 11, 2021, established Coronavirus State and Local Fiscal Recovery Funds to
10 provide emergency funding for eligible state, local, territorial, and Tribal Governments;
11 and
12

13 WHEREAS, the City was awarded \$40,276,290 in Coronavirus State and Local
14 Fiscal Recovery Funds; and
15

16 WHEREAS, the acceptance of these funds will allow the City to allocate and
17 utilize them to respond to the COVID-19 public health emergency or its negative
18 impacts, to respond to workers performing essential work during the emergency, to
19 provide for government services to the extent of the reduction in revenue due to the
20 emergency, and to make necessary investments in water, sewer, or broadband
21 infrastructure.
22

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

26 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
27 accept \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds established
28 by the American Rescue Plan Act of 2021.
29

30 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in
31 the accounts and in the amounts as shown on Budget Adjustment No. 002, a copy of
32 which is attached hereto and incorporated herein by this reference as "Exhibit A."
33

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

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

44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: Jill Burris, Assistant City Attorney
58

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

EXPLANATION TO COUNCIL BILL 2021- 175

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To accept the American Rescue Plan Act of 2021 (ARPA) funding through the US Department of the Treasury in the amount of \$40,276,290.

BACKGROUND INFORMATION: The ARPA was signed into law March 11, 2021. The goal is to provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due to responding to the public health emergency and provide support recovery. It will also provide resources to invest in infrastructure, including water, sewer, and broadband services.

These are federal award monies that will be included in the City's annual single audit under CFDA (Catalog of Federal Domestic Assistance) number 21.027. The funds may be used for any allowed purpose starting on March 3, 2021 and must be encumbered by December 31, 2024. Funds that were encumbered during this period must be spent by December 31, 2026. Funds not spent by the end of 2026 must be returned to the federal government.

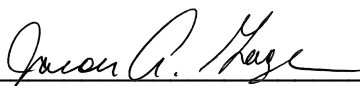
REMARKS: Accepting these funds allows the City to allocate and utilize them in four main areas including (a) to respond to the public health emergency and its negative economic impacts; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for the provision of government services to the extent of the reduction in revenue; and (d) to make necessary investments in water, sewer, or broadband infrastructure. A specific expenditure plan will be developed and brought forward for approval at a future meeting.

Submitted by:

Approved by:



Jody Vernon,
Assistant Director of Finance & Comptroller



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
002

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	09	14120	414020	000000	00000	\$ 40,276,290	American Rescue Plan Act funding
Net Revenue Adjustment						\$ 40,276,290	

Expenditures:

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

Fund Balance Appropriation:

Fund	Title	Amount
22520	US Department of the Treasury Fund	\$ 40,276,290

Explanation: To amend the FY202-22 budget by accepting the American Rescue Plan Act funding for the City of Springfield.

Requested By:

DD Helt 07/06/21
Department Head Date

Approved By:

DD Helt 07/06/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-175
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 20 _____
Filed: 07-06-21 _____

Sponsored by: Lear _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-176 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs
3 project; accepting the bid of Rosetta Construction, LLC, in the amount
4 of \$5,485,050 for the project; authorizing the City Manager, or his
5 designee, to enter into a contract for said project; and approving a
6 budget adjustment in the amount of the bid, plus a contingency, to
7 amend the Fiscal Year 2021-2022 budget of the Department of
8 Environmental Services Clean Water Enterprise Fund by appropriating
9 reserves of said fund in the amount of \$6,582,060.

10
11
12 WHEREAS, the City of Springfield, Missouri entered into a 2nd Amended
13 Consent Judgment (“ACJ”) with the Missouri Department of Natural Resources
14 (“MDNR”) on or about April 27, 2021, pursuant to the Clean Water Act (“CWA”), and
15 pursuant to the ACJ, the City is implementing a City wide Supplemental Overflow
16 Control Plan (“SOCP”) to reduce sanitary sewer overflows (“SSOs”); and

17
18 WHEREAS, the SOCP includes a public sewer rehabilitation program
19 (hereinafter known as “Group” projects) to reduce SSOs, and the City has implemented
20 Group 1 through 5 of the public sewer rehabilitation and is ready for Group 6 Public
21 Sewer Rehabilitation; and

22
23 WHEREAS, Group 6 Public Sewer Rehabilitation will require several contracts
24 for different types of public sewer rehabilitation, and the work to be performed with this
25 project is the Group 6 Public Sewer Rehabilitation – Open Cut Repairs (“Project”); and

26
27 WHEREAS, Rosetta Construction, LLC, is the lowest responsive and responsible
28 bidder for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer
29 Rehabilitation – Open Cut Repairs project with the low bid of \$5,485,050; and

30
31 WHEREAS, a twenty percent contingency of additional appropriated funds will
32 allow the City to benefit from the low bid and favorable unit prices of the Group 6 Public
33 Sewer Rehabilitation bid to increase the quantity of work completed under this contract
34 in order to further the goals of the SOCP; and

35
36 WHEREAS, an amendment to the budget of the Department of Environmental
37 Services, for Fiscal Year 2021-2022, from the Clean Water Enterprise Fund has been
38 approved and recommended by the City Manager and by the Director of Environmental
39 Services.

40
41 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
42 SPRINGFIELD, MISSOURI, as follows, that:

43
44 Section 1 – City Council hereby approves the plans and specifications for the
45 Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open
46 Cut Repairs project, a copy of which is on file with the City Clerk. A location map for the
47 project is attached hereto and incorporated herein by this reference as “Exhibit A”.

48
49 Section 2 - The City Manager, or his designee, is authorized on behalf of the City
50 of Springfield, Missouri, to accept the low bid of Rosetta Construction, LLC, in the
51 amount of \$5,485,050, for the Project at the price and sum set forth in said bid, plus a
52 twenty percent contingency as said sum may be lawfully increased or decreased by the
53 actual quantities of work units involved, and is hereby authorized to enter into an
54 agreement with said bidder, substantially similar to that document attached hereto and
55 incorporated herein by this reference as “Exhibit B,” for such work in accordance with
56 the terms of the bid, the plans, and the specifications.

57
58 Section 3 – All workers performing work under the contract attached hereto as
59 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
60 work of a similar character in this locality or the public works contracting minimum wage,
61 whichever is applicable. Contractor shall fully comply with the provisions and
62 requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor
63 performing work under the contract for this project must provide a 10-hour OSHA
64 construction safety training program, or similar program approved by the Department of
65 Labor, for on-site employees, unless employees demonstrate they previously completed
66 the program.

67
68 Section 4 – The budget of the Department of Environmental Services for the
69 Fiscal Year 2021-2022, is hereby amended in the accounts and amounts as shown on
70 Budget Adjustment No. 004, a copy of which is attached hereto and incorporated herein
71 by reference as “Exhibit C.”

72
73 Section 5 – City Council hereby finds that the budget adjustment described
74 herein has been recommended by the City Manager.

75
76 Section 6 – The City Manager is directed to cause the appropriate accounting
77 entries to be made in the books and records of the City.

78
79 Section 7 – This Ordinance shall be in full force and effect from and after
80 passage.

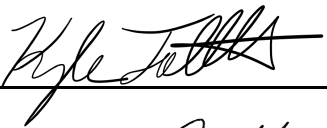
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Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-176

FILED: 07-06-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$6,582,060 by appropriating reserves of said funds.

BACKGROUND:

1. Special Ordinance 27280 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (“CWA”). This ACJ was approved by the Greene County Circuit Court on or about April 27, 2021.
2. A component of the ACJ was the City’s commitment to execute a 15-year, \$300 million Supplemental Overflow Control Plan (“SOCP”) designed to address the City’s aging sewer infrastructure. The City’s proposed SOCP was approved by MDNR on or about April 13, 2021.
3. As contained in the SOCP, the Group 6 Sewer Rehabilitation project continues phased rehabilitation work on the collection system. This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential sanitary sewer overflows. This rehab allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.
4. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.
5. The project was advertised in *The Daily Events* May 27, 2021, through May 31, 2021.
6. Bids were opened in the Busch Municipal Building, Conference Room 106, on June 15, 2021, at 9:30 a.m. The following bids were received:

CONTRACTOR

BID AMOUNT

Rosetta Construction, LLC

\$5,485,050.00

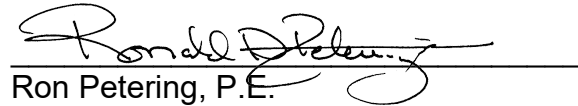
Engineer's Estimate

\$5,491,336.50

8. It is recommended that the City enter into a contract with Rosetta Construction, LLC for \$5,485,050 and establish an approximate 20 percent contingency of additional funds for possible change orders.
9. This project will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill.

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

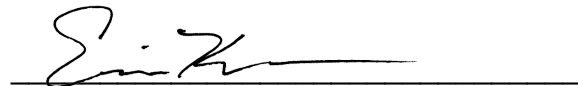
Submitted by:



Ron Petering, P.E.

Assistant Director of Environmental Services

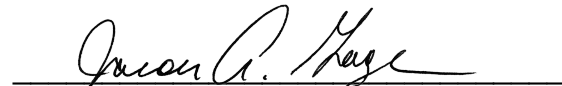
Recommended by:



Errin Kemper, P.E.

Director of Environmental Services

Approved by:



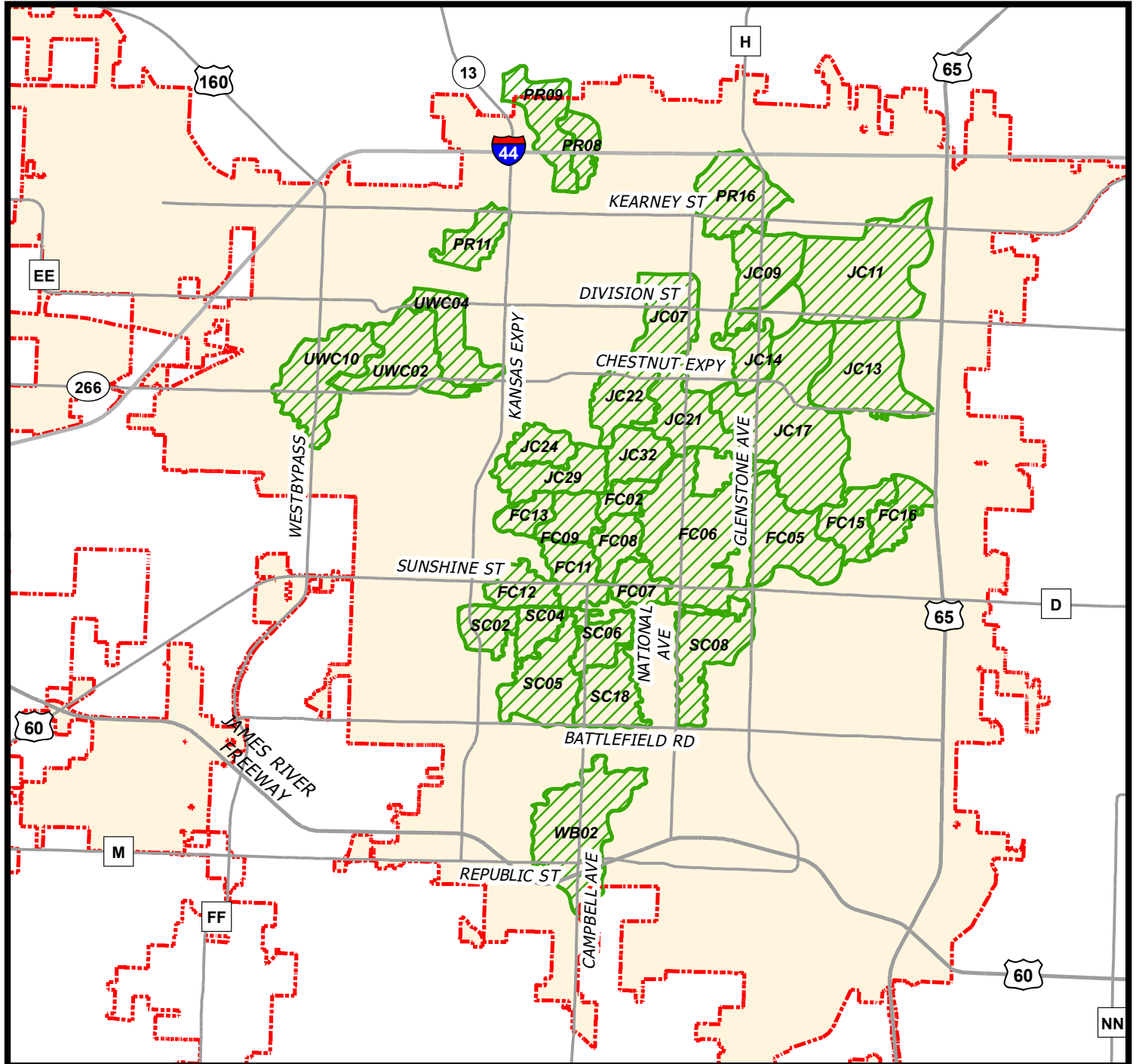
Jason Gage

City Manager

Exhibit A



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 6 PUBLIC SEWER REHABILITATION - Open Cut Repairs



Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 6 Rehab
- - - City Limit Boundary
- City of Springfield Area

Sanitary Sewer Sub-basin Labels

FC02 - Fassnight Creek Sub-basin 2	JC09 - Jordan Creek Sub-basin 9	PR11 - Pea Ridge Sub-basin 11
FC06 - Fassnight Creek Sub-basin 6	JC11 - Jordan Creek Sub-basin 11	PR16 - Pea Ridge Sub-basin 16
FC07 - Fassnight Creek Sub-basin 7	JC13 - Jordan Creek Sub-basin 13	SC02 - South Creek Sub-basin 2
FC08 - Fassnight Creek Sub-basin 8	JC14 - Jordan Creek Sub-basin 14	SC04 - South Creek Sub-basin 4
FC09 - Fassnight Creek Sub-basin 9	JC17 - Jordan Creek Sub-basin 17	SC05 - South Creek Sub-basin 5
FC11 - Fassnight Creek Sub-basin 11	JC21 - Jordan Creek Sub-basin 21	SC06 - South Creek Sub-basin 6
FC12 - Fassnight Creek Sub-basin 12	JC22 - Jordan Creek Sub-basin 22	SC08 - South Creek Sub-basin 8
FC13 - Fassnight Creek Sub-basin 13	JC24 - Jordan Creek Sub-basin 24	SC18 - South Creek Sub-basin 18
FC15 - Fassnight Creek Sub-basin 15	JC29 - Jordan Creek Sub-basin 29	UWC02 - Upper Wilson Creek Sub 2
FC16 - Fassnight Creek Sub-basin 16	JC32 - Jordan Creek Sub-basin 32	UWC04 - Upper Wilson Creek Sub 4
JC03 - Jordan Creek Sub-basin 3	PR08 - Pea Ridge Sub-basin 8	UWC10 - Upper Wilson Creek Sub 10
JC07 - Jordan Creek Sub-basin 7	PR09 - Pea Ridge Sub-basin 9	WB02 - Ward Branch Sub-basin 2

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: (417) 864-1918 ATTN: C. MIKE DeLONG, P.E. DEPT.: ENVIRONMENTAL SERVICES		NAME: ROSETTA CONSTRUCTION, LLC ADDRESS: PO Box 14024 SPRINGFIELD, MO 65814 PHONE: (417) 886-2094 ATTN: VICTOR ROSETTA	

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2021, is by and between City of Springfield, Missouri (herein called Owner) and Rosetta Construction, LLC (herein called Contractor).

WHEREAS, the City of Springfield, Missouri entered into a 2nd Amended Consent Judgment ("ACJ") with the Missouri Department of Natural Resources ("MDNR") on or about April 27, 2021, pursuant to the Clean Water Act ("CWA"), and pursuant to the ACJ, the City is implementing a City wide Supplemental Overflow Control Plan ("SOCP") to reduce sanitary sewer overflows ("SSOs"), and

WHEREAS, the OCP includes a public sewer rehabilitation program (hereinafter known as "Group" projects) to reduce SSOs, and the City has implemented Group 1 through 5 of the public sewer rehabilitation and is ready for Group 6 Public Sewer Rehabilitation, and

WHEREAS, Group 6 Public Sewer Rehabilitation will require several agreements to contract for different types of public rehabilitation, including but not limited to, agreements for 1) cleaning, CCTV and CIPP; 2) open-cut repair and/or rehabilitation of defects found in sewer mains and lateral connections; 3) trenchless repair and/or rehabilitation of defects found in lateral connections; 4) manhole rehabilitation; 5) grouting sewer main joints, manholes and lateral connections; and 6) pipe bursting.

NOW THEREFORE, the Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is **Group 6 Public Sewer Rehabilitation Project – Open Cut Repairs** (hereinafter 'Group 6' or 'Group 6 Public Rehab')

or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into batches of work based on common location. The batches will be issued to the Contractor, as needed and subject to annual appropriations, as work progresses in Group 6. The batches include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

The work to be performed pursuant to this agreement will include:

- a) Open excavation of main line point repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the main line point repairs will occur on mains of 8 inches to 12 inches in diameter.
- b) Open excavation of lateral connection repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the lateral connection repairs will occur on mains of 8 inches to 12 inches in diameter.
- c) Open excavation to construct new 4-ft (ID) manholes or replace existing manholes on existing mains ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of manhole locations will occur on mains of 8 inches to 12 inches in diameter.

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Contractor's Bid Form. The work shall be substantially completed, subject to annual appropriation, on or before the date indicated in the Contractor's Bid, and completed and ready for final payment in accordance with Paragraph 14.07.B of the Standard General Conditions on or before the date indicated in the Contractor's Bid.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, an amount equal to the sum of the cash allowance and contingency allowance (Article 8 of this contract) and established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for the total amount, not to exceed; **Five Million Four Hundred Eighty-Five Thousand Fifty dollars (\$5,485,050.00).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.
2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the

Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including insurance requirements.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by

the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps consisting of 8 ½ x 11 sheets from Owner's Geographical Information System Database with each sheet bearing the following general title:
GROUP 6 – Open Cut Repairs
8. Addendum No. 1.

9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. 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 R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the Owner one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's 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.**

9.08 Occupational License.

A. 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 the occupational license has been obtained and that the Contractor is current on any City taxes is verified.

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and

participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

A. 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.

9.11 Nondiscrimination.

A. 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.

- 1. 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.**
- 2. 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.**

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. 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 R.S.Mo.
2. 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.

9.13 Safety Training.

A. 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 within sixty (60) days of beginning work on the construction project. 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.

9.14 Affidavit for Contracts Over \$5,000.00.

A. 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.

9.15 Compliance with Laws.

A. 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.

9.16 Entire Agreement.

A. 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.

9.17 Jurisdiction.

A. 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.

9.18 General Independent Contractor Clause.

A. 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 Worker's 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.

9.19 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 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.

9.20 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.

9.21 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

REVIEWED BY:

Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

Director of Environmental Services 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 OF SPRINGFIELD, MISSOURI

City Attorney or Assistant City Attorney

By: _____
City Manager or his/her designee

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE),
please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
004

Revenues:

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

Expenditures:

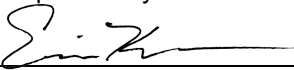
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102995	00000	\$ 6,582,060	Supplemental Overflow Control Plan (SOCP) - Group 6 Public Sewer Rehabilitation Open Cut Repairs
Net Expenditure Adjustment						\$ 6,582,060	

Fund Balance Appropriation:

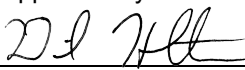
Fund	Title	Amount
53020	Clean Water Improvement Fund	\$ (6,582,060)

Explanation: To amend the FY2021-22 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves to provide funding for the SOCP Group 6 Open Cut Repairs.

Requested By:


Department Head 07/06/21
Date

Approved By:


Director of Finance 07/06/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-176
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-06-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-177

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land
2 Disturbance Activity,' by removing the security requirement, including
3 additional requirements regarding permit duration and termination,
4 providing additional enforcement mechanisms, and making other
5 changes necessary for consistency with program policies and state
6 land disturbance regulations.
7
8

9 WHEREAS, the Federal Clean Water Act mandates the National Pollution
10 Discharge Elimination System permit program, which requires cities with separate
11 storm sewer systems to have Municipal Separate Storm Sewer System ("MS4") permits;
12 and
13

14 WHEREAS, the City is required by its MS4 permit to have a land disturbance
15 program to reduce pollutants in stormwater runoff from construction activities from
16 reaching waters of the state; and
17

18 WHEREAS, the Environmental Services Department has identified opportunities
19 to improve efficiencies and reallocate staff time toward land disturbance program
20 components that result in the highest pollutant reduction; and
21

22 WHEREAS, City Council finds the proposed amendments will improve the
23 efficiency of the land disturbance program and streamline the permitting process for the
24 development community while ensuring Clean Water Act compliance through inspection
25 and enforcement.
26

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

30 Section 1 – Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land
31 Disturbance Activity,' is hereby amended as follows:
32

33 NOTE: Language to be added is underlined, and language to be deleted is ~~stricken~~.

ARTICLE III. – Land Disturbance Activity

Sec. 96-40. - Purpose.

The purpose of this article is to protect the health, safety, and property of the citizens of the city and waters of the state from pollution resulting from the effects of erosion and sediment deposition from land disturbances. This article establishes uniform requirements for land disturbance activities in order to control the occurrence of erosion and the transportation of sediment to the city municipal separate storm sewer system (MS4) or waters of the state.

Sec. 96-41. - Definitions. For the purposes of this article, the following words shall have the definitions hereinafter set forth:

Accepted or acceptance means a determination by the director that the document under review meets the minimum applicable standards.

BMP means best management practices.

Best management practices (BMP) means any physical, chemical or managerial practice that reduces soil erosion or reduces the amount of sediment or other pollutants discharging to or potentially discharging to the MS4 or waters of the state. For examples of BMPs, refer to the city's erosion and sediment control BMP manual.

City means the City of Springfield, Missouri.

Department means the city department of environmental services.

Director means the director of environmental services of the city, or the director's authorized representative.

Discharge means any substance disposed, deposited, spilled, poured, injected, seeped, leached, pumped, dumped, leaked, or placed by any means such that it can reasonably be expected to enter, intentionally or unintentionally, into waters of the state, or on any area draining directly or indirectly into the MS4.

Erosion and sediment control BMP manual (BMP manual) means the manual which ~~establishes minimum SWPPP requirements, and provides BMP guidelines~~ ance.

Erosion means the wearing away of land due to the action of gravity, wind, water or other mechanical forces.

Land disturbance means any activity that exposes soil including clearing, grubbing, grading, excavating, filling and other related activities.

79 *Land disturbance permit* means the document issued by ~~public works~~
80 environmental services approving the SWPPP and authorizing land disturbance activity
81 in accordance with the SWPPP.

82
83 ~~*MEP* means maximum extent practicable.~~

84
85 *MS4* means municipal separate storm sewer system.

86
87 *Municipal separate storm sewer system (MS4)* means a conveyance or system of
88 conveyances (including roads with drainage systems, municipal streets, catch basins,
89 curbs, gutters, ditches, man-made channels, or storm drains:

- 90
91 (1) Owned or operated by a state, city, town, borough, county, parish, district,
92 association, or other public body (created by or pursuant to state law) having
93 jurisdiction over disposal of sewage, industrial wastes, stormwater, or other
94 wastes, including special districts under state law such as a sewer district,
95 flood control district or drainage district, or similar entity, or an Indian tribe or an
96 authorized Indian tribal organization, or a designated and approved
97 management agency under Section 208 of the Clean Water Act that
98 discharges to waters of the United States;
99
100 (2) Designed or used for collecting or conveying stormwater;
101
102 (3) Which is not a combined sewer; and
103
104 (4) Which is not part of a publicly owned treatment works (POTW) as defined at 40
105 CFR 122.2.
106

107 *Pollution* means any alteration of the quality of waters of the state to a degree that
108 they are rendered harmful, detrimental or injurious to humans, natural life, vegetation or
109 property, to the public health, safety and welfare, or otherwise impairs the usefulness or
110 public enjoyment of waters for any lawful and reasonable purpose, including
111 interference with the proper functioning of the MS4.
112

113 *Responsible party* means the property owner or person authorized to act on the
114 property owner's behalf; or any person allowing, causing or contributing to a violation of
115 the Code.
116

117 *Sediment* means mineral or organic matter generated as a result of erosion.
118

119 *Stop work order* means that upon notice from the director ~~of public works~~, or the
120 director's authorized representative, work on any property that is contrary to the
121 provisions of this article or in an unsafe and dangerous manner, or in conflict with the
122 approved construction documents, shall be stopped.
123

124 *Stormwater* means any surface or shallow subsurface flow, runoff, or drainage
125 consisting entirely of water from rainstorm or frozen precipitation events.
126

127 *Stormwater pollution prevention plan (SWPPP)* means a plan to establish controls
128 to limit erosion and transport of sediment and other pollutants from the site. The
129 individual who prepares the SWPPP shall have a thorough and demonstrable
130 knowledge of SWPPP requirements and erosion, sediment, and stormwater control
131 practices. The plan shall include BMPs in accordance with the Missouri State Operating
132 Permit for Construction or Land Disturbance Activity, the city's erosion and sediment
133 control BMP manual, flood control and water quality protection manual, design
134 standards for public improvements and the general conditions and technical
135 specifications for public improvements.
136

137 *SWPPP* means stormwater pollution prevention plan.
138

139 *Water quality standards* means the standards, required under the Clean Water Act,
140 which Missouri has adopted to control and remedy water pollution (10 CSR 20-7.031).
141 Water quality standards have three parts: water use classifications, water quality
142 criteria, and an antidegradation policy.
143

144 *Waters of the state* means all rivers, streams, lakes and other bodies of surface and
145 subsurface water lying within or forming a part of the boundaries of the state which are
146 not entirely confined and located completely upon lands owned, leased or otherwise
147 controlled by a single person or by two or more persons jointly or as tenants in common
148 ~~and includes waters of the United States lying within the state.~~
149

150 Sec. 96-42. - Scope and authority.
151

152 This article is applicable to all land disturbance activity within the city unless
153 specifically exempted. The provisions in this article shall be administered and enforced
154 by the director. The director shall have the authority to develop and implement
155 procedures, forms, policies, design and construction standards and interpretations for
156 administering the provisions of this article.
157

158 Sec. 96-43. - Erosion and sediment control.
159

160 The responsible party shall control site erosion and the release of sediment and
161 other pollutants resulting from land disturbance activities ~~to the maximum extent~~
162 ~~practicable (MEP)~~ utilizing best management practices (BMPs). The responsible party
163 shall ensure that BMPs are designed, constructed and maintained during land
164 disturbance activities in accordance with the most recent version of the city's erosion
165 and sediment control manual, flood control and water quality protection manual, design
166 standards for public improvements and the general conditions and technical
167 specifications for public improvements.
168

Sec. 96-44. - When permit is required.

A land disturbance permit is required for all land disturbance activity that disturbs one acre or greater, or that disturbs less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. Nothing shall prevent the department from taking action, including the requirement for issuance of any permits under this article, if any of the operations exempted under section 96-45 should cause pollution of the MS4 or waters of the state or otherwise violate this article. The responsible party shall obtain a land disturbance permit from the department prior to commencing land disturbance activity. Demolition that involves land disturbance is considered the first phase of construction for sites disturbing 1 acre or greater, and the land disturbance permit shall be issued prior to issuance of associated demolition permits, unless an exception is granted by the director.

Sec. 96-45. - Work exempt from permit.

(a) Land disturbance activity as described in 10 CSR 20-6.200(1)(B) and 10 CSR 20-6.010(1)(B).

~~(b) Linear, strip, or ribbon construction as defined in 10 CSR 20-6.200(1)(B)8 where water quality standards are not exceeded.~~

~~(c) Sites that disturb less than one acre of total land area as described in 10 CSR 20-6.200(1)(B)7, that are not part of a common plan or sale and that do not cause any violations of water quality standards, and are not otherwise designated by the department as requiring a permit.~~

~~(d) Agricultural stormwater discharges and irrigation return flows as described in 10 CSR 20-6.200(1)(B)6.~~

Sec. 96-46. - Minimum requirements.

~~The city's erosion and sediment control manual, as may be updated and modified by the department, sets forth minimum requirements that must be met in order to obtain a land disturbance permit. This document also provides BMP guidance and additional resources to facilitate control of soil erosion and pollutants on land that is undergoing development.~~ The responsible party shall submit a stormwater pollution prevention plan (SWPPP) in accordance with the BMP manual and any forms and procedures established by the director.

Sec. 96-47. - Permit application and fees.

~~An application for a land disturbance permit shall be in writing on forms provided by the department and filed with the department. Each land disturbance permit application shall be accompanied~~ made by submittal of a stormwater pollution prevention plan

(SWPPP) meeting the provisions of this article for sites disturbing 1 acre or greater, unless the requirement is specifically waived by the director. For sites disturbing less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 acre or greater, a permit will be issued at the time of application according to procedures established by the director. The responsible party shall install and maintain BMPs in accordance with the land disturbance permit and SWPPP. The responsible party shall maintain a copy of the land disturbance permit and SWPPP on site during normal working hours. The city shall collect a fee for the purpose of recovering administrative costs associated with processing applications, reviewing plans, issuing permits, conducting inspections and enforcing this article.

Sec. 96-48. - Stormwater pollution prevention plan requirements.

- (a) *General.* The responsible party shall submit a SWPPP ~~with~~ serving as the permit application that shall be prepared in accordance with the Missouri State Operating Permit for Construction or Land Disturbance Activity, the city's erosion and sediment control BMP manual, flood control and water quality protection manual, design standards for public improvements and the general conditions and technical specifications for public improvements. No land disturbance permit shall be issued prior to review and ~~acceptance~~ approval of the SWPPP by the director. The responsible party shall provide and implement revisions to the SWPPP, as necessary, due to conflicts, omissions, changed conditions or damage resulting in a violation of any part of this article to address and correct the condition causing the violation. SWPPP approval expires 1 year from the date of approval if the permit has not been issued.
- (b) *SWPPP preparation.* The individual who prepares the SWPPP shall have a thorough and demonstrable knowledge of SWPPP requirements and erosion, sediment, and stormwater control practices.
- (c) *SWPPP personnel.* An individual shall be designated by the permittee as responsible for environmental matters. The individual responsible for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and erosion and sediment control practices in general. The individual responsible for environmental matters or a designated inspector knowledgeable in erosion, sediment, and stormwater control principles shall conduct inspections as required in subsection 96-48(d).
- (d) *SWPPP inspections.* The individual designated to conduct inspections in subsection 96-48(c) shall conduct inspections as required by the SWPPP. The log of such inspections shall be maintained on site and available for review by the city upon request. By applying for a land disturbance permit, the applicant consents to the city inspecting the proposed development site and all work in progress.

Sec. 96-49. - Security requirement.

261 Upon approval of the SWPPP and prior to issuance of a land disturbance permit,
262 the department shall require the developer to post a security in the form of a cash bond,
263 cash or equivalent, letter of credit, or other appropriate security agreement approved by
264 the director of finance of not less than 150 percent of the value of all erosion and
265 sediment control measures which are part of the SWPPP. For land disturbance permits
266 where other security is established for public improvements, the erosion control security
267 may be added to the security for public improvements. If the bond, letter of credit or
268 other security document is placed in default, then no further permits or approvals,
269 including building permits, shall be issued for the developer's property located in the
270 development for which the security was given, until either the security is restored or
271 replaced in a manner satisfactory to the director of finance, or the improvements are
272 completed to the satisfaction of the city. The city, upon issuance of a notice of violation,
273 is further authorized, pursuant to permission expressly granted by the property owner in
274 a written agreement with the city, to enter the property and correct any and all violations
275 which the permittee has failed to address, either using city forces or hiring a contractor
276 to do so. In the event the city, in its discretion, either constructs or contracts for the
277 construction of any of the required measures after developer's default, the city shall pay
278 for said construction using the security posted as described herein. If the security is not
279 sufficient to cover the city's costs of construction, the city's remaining costs shall be
280 assessed against the property owner, and such charge shall be paid by the owner of
281 said property within 30 days after receipt of same. Such assessment shall constitute a
282 lien against the property. Any portion of the deposit not expended or retained by the city
283 hereunder shall be refunded when soil and drainage conditions are stabilized to the
284 satisfaction of the city and the land disturbance permit is closed.

- 285
- 286 (a) Permits issued until termination. Land disturbance permits for a full plan
287 submittal of architectural and civil site improvements shall be issued and valid
288 until termination standards set forth by the director and located in the BMP
289 manual are met in accordance with 96-49(c).
- 290
- 291 (b) Permits issued with limited duration. Stand-alone permits for land disturbance
292 only or permits for phased submittal of civil site improvements only shall be
293 issued for 180 calendar days and can be renewed for an additional 180
294 calendar days if active land disturbance is ongoing or additional plans are
295 submitted by the expiration date. If additional plans are not approved within
296 180 calendar days of submittal, the permit shall terminate.
- 297
- 298 (c) Permit termination. The responsible party shall meet termination standards
299 set forth in the BMP manual within 30 days of demobilization and shall
300 request permit termination from the city. Demobilization can include removal
301 of all contractor and subcontractor personnel, supplies, materials, rubbish,
302 temporary facilities, and construction equipment.

303

304 Sec. 96-50. - Failure to comply.

305

Enforcement of this article shall be the responsibility of the department. The party or parties responsible and liable for actions or non-action in regards to this article, including responsibility for abating violations of this article, shall be the property owner or person authorized to act on the property owner's behalf; or any person allowing, causing or contributing to a violation of this article.

(1) *Finding of non-compliance.* If an investigation or inspection results in a finding of noncompliance with this article, the director is authorized to issue a notice of violation (NOV) that may, at the discretion of the director, include a stop work order. The NOV shall specify the deficiencies, what corrective action is necessary, and a specific timeframe in which the responsible party is to achieve compliance. The written NOV, including a stop work order as applicable, shall be mailed, postage pre-paid, or hand-delivered to both the permittee and owner. Failure to comply with a notice from the director of public works shall result in the issuance of a stop work order.

(2) *Stop work order.*

- a. *Delivery of order.* All stop work orders that are issued by the director must be posted on the site on which the land disturbance activity is taking place, and in reasonable proximity to a location where the land disturbance activity is taking place. All stop work orders posted in this manner shall be considered validly delivered. It shall be the responsibility of the owner to ensure that no violation of this article occurs on his/her property.
- b. *Contents of order.* Stop work orders shall specifically state the provisions of this article or the land disturbance permit being violated.
- c. *Effect of order.* Issuance of a stop work order shall result in a suspension of all construction activity on the site, except for work related to remediation of the violation, until the violation is resolved to the city's satisfaction. The stop work order shall also suspend the right of the permittee, applicant, owner, contractor, developer or any related entity to build or construct any structure or public improvement on any portion of the site. It shall be unlawful for any person or responsible party to fail to comply with a stop work order. The director and the director of building development services, upon issuance of a stop work order, are authorized to suspend the issuance of building permits and occupancy permits for structures on any portion of the site, terminate utility services to the site, and to suspend all inspections and plan review related to any other work that is taking place on the site, until such time as the violation is resolved to the city's satisfaction.
- d. *Failure to comply with order.* Any person, who shall continue any work in or about the site after having been served with a stop work order, except such work related to remediation of the violation, shall be subject to penalties as

351 specified in section 96-52.

- 352
- 353 e. *Lifting of stop work order.* Said stop work order may be lifted upon the
354 presentation and construction of an accepted plan to avoid sediment runoff
355 and the removal of any such sediment as ordered.

- 356
- 357 (3) *Summons.* If the responsible party fails to comply with an NOV, stop work
358 order, or there is no immediate settlement, a summons to court may be issued
359 to the responsible party. The summons to court shall contain all the information
360 required by the City Code and will be enforced and issued through the
361 municipal court. The director shall have the option of causing a summons to
362 municipal court to be issued immediately upon discovery of a violation, in lieu
363 of a NOV.

- 364
- 365 (4) *Violations deemed a public nuisance.* In addition to the penalties provided in
366 Sec. 96-52, any condition caused or permitted to exist in violation of any of the
367 provisions of this article is a threat to the public health, safety, or welfare and is
368 hereby declared a public nuisance.

- 369
- 370 (5) *Abatement.*

371

372 a. Police officers, and other employees of the city authorized by the city
373 manager, or the chief of police are hereby authorized and required to go, in the
374 daytime, in and upon any house, building, lot or premises, whether public or
375 private, for the purpose of removing or abating any nuisance, when abatement
376 of a nuisance is ordered under the provisions of this article.

377

378 b. If a violation has not been corrected pursuant to the requirements set forth in
379 the notice of violation, or in the event of an appeal, within 15 days of the
380 decision of the hearing officer, then the hearing officer shall make an order
381 authorizing the city to abate such nuisance. The abatement shall be subject to
382 appropriated and unencumbered funds being available to perform the
383 abatement. In addition to the city physically abating the nuisance, the city may
384 seek abatement through injunctive relief or any other available legal remedy.

- 385
- 386 (6) *Costs of abatement.* Whenever the city abates a nuisance under the provisions
387 of this article, the owner of the property at the time the nuisance was abated
388 shall be personally liable to the city for the cost of the abatement, which shall
389 be a lien upon the tract of land where the nuisance was abated until paid in full.

390

391 Sec. 96-51. - Appeals process.

392

393 Any person who has been served a notice of violation, stop work order, or other
394 order under this article or any person who has been denied a land disturbance permit
395 may request in writing an appeal within the time and in the manner as set forth in
396 section 74-44 and the procedures set forth therein shall govern the appeal.

397
398 Sec. 96-52. - Penalties for violation.
399

400 Any person who violates the provisions of this article shall be subject to those
401 penalties contained in section 1-7 of \$1,000.00 per day and each and every day shall be
402 deemed a separate offense.
403

404 Sec. 96-53. - Remedy to cause removal.
405

406 The city attorney may seek any appropriate remedy to cause the removal of such
407 sediment including, but not limited to, an injunction, revocation proceedings for any and
408 all permits, licenses, and termination of utility services.
409

410 Sec. 96-54. - Conflicts with other ordinances or laws.
411

412 This article shall not abrogate or annul any existing city, state or federal law,
413 ordinance, rule or regulation. Where any provision of these regulations imposes
414 restrictions different from those imposed by any other regulation, the provision that is
415 more restrictive or imposes a higher standard shall control.
416

417 Sec. 96-55. - Permit fee.
418

419 Each applicant shall pay the applicable fee at the time of application. Such fees
420 shall be established in a schedule adopted by ordinance from time to time.
421

422 Section 2 – This Ordinance shall be in full force and effect from and after
423 passage.
424

425 Passed at meeting: _____
426

427
428 _____
429 Mayor
430

431 Attest: _____, City Clerk
432

433 Filed as Ordinance: _____
434

435
436 Approved as to form: Kyle Tollett, Assistant City Attorney
437

438
439 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 177

FILED: 07-06-21

ORIGINATING DEPARTMENT: Environmental Services

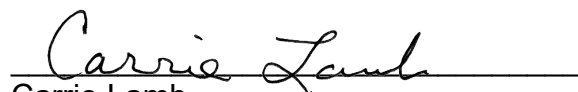
PURPOSE: Amending the Springfield City Code, Chapter 96 Stormwater, Article III Land Disturbance Activity by removing the security requirement and including additional requirements regarding permit duration and termination as well as additional enforcement mechanisms and making other changes necessary for consistency with program policies and state land disturbance regulations.

BACKGROUND INFORMATION: The City is required by its Municipal Separate Storm Sewer System ("MS4") permit to have a land disturbance program to reduce pollutants in stormwater runoff from construction activities. As part of the Springfield-Greene County Integrated Plan, Environmental Services evaluated the land disturbance program to identify opportunities to improve efficiencies and reallocate staff time toward program components that result in the highest pollutant reduction. This analysis determined that the security requirement demands significant staff time for review and execution of contracts. The primary purpose of this requirement was to ensure implementation of erosion and sediment controls and stabilization of the project for permit termination. The proposed modifications remove the security requirement and add additional clarity regarding timelines for permit duration and termination and add additional enforcement mechanisms in the event that a permittee is in noncompliance with their permit. In addition, minor changes are proposed to improve consistency with current land disturbance program policies and state land disturbance regulations.

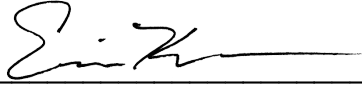
In addition to these changes, the Department of Environmental Services is working with the Missouri Department of Natural Resources ("MDNR") to become a Qualified Local Program ("QLP") for land disturbance permitting in Springfield. If successful, QLP status would remove the need for contractors and developers to obtain a separate Land Disturbance Permit from MDNR.

REMARKS: It is anticipated that the proposed modifications will improve the efficiency of the land disturbance program and streamline the permitting process for the development community while ensuring compliance through inspection and enforcement.

Submitted by:

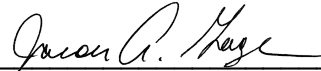

Carrie Lamb
Water Quality Compliance Officer

Recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 19
Filed: 07-06-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-178

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Ozark Greenways, Inc., granting a perpetual conservation easement
3 on City-owned property bordering portions of Galloway Creek.
4 _____

5
6 WHEREAS, a healthy riparian corridor with trees and vegetation is an important
7 component of stream health, providing stream bank stabilization as well as slowing
8 down, cleaning, and capturing stormwater runoff; and
9

10 WHEREAS, James River Basin Partnership ("JRBP") is applying for federal grant
11 funds to improve water quality in the upper James River and its tributaries upstream of
12 Lake Springfield; and
13

14 WHEREAS, one of the tributaries of the James River is Galloway Creek, which
15 flows through City-owned properties between Battlefield Road and Southern Hills
16 Boulevard; and
17

18 WHEREAS, to obtain federal grant funds, JRBP is required to provide \$200,000
19 of non-federal matching funds, which can be provided in the form of in-kind donations,
20 including conservation easements; and
21

22 WHEREAS, Ozark Greenways, Inc., is a local land trust and a partner with JRBP
23 on the riparian corridor grant and will hold the easement.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to grant
29 Ozark Greenways, Inc. perpetual conservation easements on those portions of City-
30 owned property bordering Galloway Creek between Battlefield Road and Southern Hills
31 Boulevard identified as Tract 1 and Tract 2 and depicted in "Exhibit A" and "Exhibit B,"
32 which are attached hereto and incorporated herein by reference, upon condition of
33 JRBP receiving funds through the Section 319 Nonpoint Source Grant Program; said

easements shall be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit C."

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: Kyle T. [Signature], Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 178

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to grant a conservation easement in perpetuity to protect a portion of Galloway Creek as shown on “Exhibit A” and “Exhibit B.” A sample conservation easement is provided in “Exhibit C.”

BACKGROUND INFORMATION: James River Basin Partnership (“JRBP”) is applying for \$300,000 in federal grant funds from the Section 319 Nonpoint Source Grant Program, administered by the Missouri Department of Natural Resources, for the purpose of improving water quality in the upper James River and its tributaries upstream of Lake Springfield. One of the tributaries is Galloway Creek which flows through City-owned properties between Battlefield Road and Southern Hills Boulevard as shown in Tract 1 and Tract 2 in “Exhibit A” and “Exhibit B.”

To obtain the requested federal funds through this grant program, JRBP is required to provide \$200,000 in non-federal matching funds which can be provided in the form of in-kind donations.

A healthy riparian corridor with trees and vegetation is an important component of stream health, helping to stabilize stream banks as well as slowing down, filtering, and capturing stormwater runoff. One of the best practices for water quality is to provide permanent protection of the riparian corridor with conservation easements.

JRBP is requesting the City of Springfield dedicate conservation easements on these City-owned properties along Galloway Creek so JRBP can utilize the value of the land as part of their non-federal match for the grant application. The easement will be granted to Ozarks Greenways, Inc., a local land trust. If the grant application is successful, a portion of the federal funds will be utilized to assist the City in improving the function of the riparian corridor by removing invasive plant species and establishing native riparian vegetation.

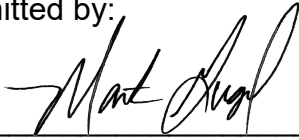
Dedication of the easement shall be contingent upon JRBP receiving federal funds through the Section 319 Nonpoint Source Grant Program as part of this application. Most of these properties are within the limits of FEMA’s special flood hazard area, i.e. floodplain.

Supports the following City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability

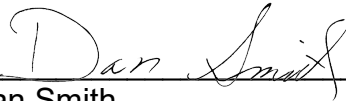
REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:



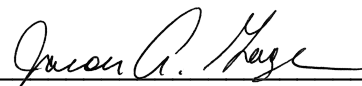
Martin Gugel
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

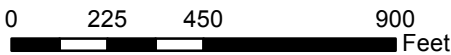
AS 4616



Exhibit B



City of Springfield, Missouri



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.

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made and entered this ____ day of _____, 2012, by (name of landowner) _____, (hereinafter referred to as "Grantor"), having an address at _____, to Ozark Greenways, Inc. a non-profit corporation whose address is _____ (hereinafter referred to as the "Grantee").

Exhibits to this Conservation Easement include the following:

- | | |
|-----------|--|
| Exhibit A | Legal Description of Protected Property |
| Exhibit B | Site Description and Map of the Protected Property |

RECITALS:

A. **PROTECTED PROPERTY.** Grantor is the owner in fee simple of a strip of land approximately 3.8 miles long, varying in widths from a minimum of ____ feet to a maximum of ____ feet, consisting of approximately _____ acres of land, more or less, located in Greene County, Missouri, which is legally described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated by reference herein ("**Protected Property**").

B. **CONSERVATION VALUES.** The Protected Property, in its present state, has significant conservation value including the protection of the stream corridor from erosion. In addition, vegetative setbacks filter water pollutants (toxic chemicals, nutrients, and sediment) from runoff entering streams. They also function to prevent stream warming, and provide food, cover, and habitat structure for wildlife. The linear corridors provided by stream bank setbacks enhance wildlife movement and migration for sensitive species. Protection of existing natural riparian corridors is critical to the long-term health of streams and downstream receiving waters and is also instrumental in adding aesthetic and economic well-being to the community and such Conservation Values and the Protected Property's state of improvement are documented in a Baseline Documentation Report as described further below.

In particular, the Protected Property lies within the James River Basin and includes, as components of its natural values, riparian components. The property consists specifically of approximately ____ lineal miles, or ____ lineal feet, of the James River corridor and certain of its tributaries, consisting of approximately ____ acres of land, more or less.

C. **EXISTING USES.** The Protected Property is currently used as described above. The Conservation Values of the Protected Property have not been and are not likely to be adversely affected, to any substantial extent, by the use of the Protected Property for grazing of cattle or native grazing animals, as authorized in this Conservation Easement.

D. **QUALIFIED ORGANIZATIONS.** Grantee is a non-profit corporation created to preserve and conserve natural areas and waters for aesthetic, scientific, charitable and educational purposes, has the resources and ability to monitor and enforce the Conservation Easement and restrictions, and is an organization qualified under Section 170(h) of the Internal

Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, to receive qualified conservation contributions.

GRANT OF CONSERVATION EASEMENT:

For and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Missouri, and in consideration of the payment Ten Dollars (\$10.00) to Grantor, Grantor hereby grants and conveys unto Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Protected Property consisting of the following terms and conditions (“**Easement**”).

1. **PURPOSE.** It is the purpose of this Easement to assure that the Protected Property will be retained forever substantially in its present forested condition (or replanted to a forested condition) and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the purpose of this Easement.

2. **PROHIBITED USES/RESTRICTIONS.** Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the applicability of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1. **Structures.** There shall be no construction or placing of any house, garage, barn or other building, tennis or other recreational court, golf course, landing strip, mobile home, swimming pool, fence or sign (other than those permitted or required by Grantee for appropriate management, prevention of hunting or trespass, etc.), asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, wind turbine, automatic yard light or related structures, or any other temporary or permanent structure or facility on the Protected Property except as authorized pursuant to this paragraph 2.1 or paragraph 3.

2.2. **Subdivision.** The Protected Property may be divided, partitioned, subdivided or conveyed. However, the Easement shall not be divided, partitioned, or subdivided.

2.3. **Mining.** There shall be no mining, drilling, exploring for or removal of minerals from the Protected Property.

2.4. **Topography.** There shall be no ditching, trenching, draining, diking, filling, excavating, removal of topsoil, sand, gravel, rock or other materials (including the removal of substratum from streambeds), or any change in the topography of the land in any manner except in conjunction with activities otherwise specifically authorized herein and in accordance with any Conservation Plan and applicable governmental regulations.

2.5. Water. There shall be no manipulation or alteration of creeks, streams, surface or subsurface springs or other bodies of water or the shorelines thereof, except for those manipulations or alterations designed to benefit the agricultural, timber and recreational activities and operations as permitted and set forth in paragraph 3 below, and consistent with the Conservation Plan, if applicable.

2.6. Dumping. There shall be no storage, dumping or accumulation of trash, non-compostable garbage, hazardous or toxic substance or other unsightly or offensive material on the Protected Property, except that certain hazardous or toxic substances and agricultural by-products may be stored on the Protected Property, as needed, in association with agricultural uses otherwise permitted in this Easement, so long as such storage is in accordance with all applicable laws, regulations, and labeling requirements.

2.7. Roads and Impervious Surfaces. There shall be no building of new roads or other rights of ways except for unpaved paths and trails consistent with the preservation of the Protected Property. Existing unpaved roads may be maintained but shall not be widened or improved, except as permitted under paragraph 3 below.

2.8. Vehicles. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles (ATVs) or other types of motorized recreational vehicles on the Protected Property, except as necessary to carry-out activities otherwise allowed by this Easement. Cars, trucks, and other farm and ranch vehicles shall not be considered as recreational vehicles when used for the agricultural purposes allowed by this Easement. All permitted vehicle use shall be conducted in a manner that minimizes damage to the Conservation Values of the Protected Property.

2.9. Plant Removal and Introduction. There shall be no excavation and/or removal of native plants on or from the Protected Property except for those designated as noxious weeds or considered to be an invasive woody plant species, or when, based on consultation with and written permission from Grantee, it is agreed that excavation and/or removal of other types of native plants would enhance the Conservation Values of the Protected Property. Grazing and uprooting of native plants by livestock or removal of native species by other agricultural range practices that do not significantly compromise the Conservation Values of the Protected Property shall not be considered excavation or removal. The planting or over seeding of trees, grasses or other plant species is prohibited on the Protected Property without the prior written approval of Grantee.

2.10. Spraying. There shall be no indiscriminant broadcast spraying of herbicides or pesticides. Herbicides and pesticides may be used by spot applications (including by gun or boom nozzles) of government approved chemicals to control state-designated noxious weeds, invasive woody species or pest insect infestations, provided their use is designed to minimize the impact on the Conservation Values of the Protected Property. Broadcast spraying of herbicides or pesticides, including aerial applications, may be permitted with prior written approval by the Grantee, provided that, at a minimum, the following conditions are met: (a) spot treatment is not practical because of the severity of the infestation; (b) timing of application is scheduled to minimize damage to non-target species; and (c) type of herbicide or pesticide used has the least impact to non-target species while still being effective in controlling target species. Grantee

shall have sole discretion in granting or denying broadcast spraying of herbicides or pesticides. Herbicides and pesticides shall be used only in those amounts and with a frequency of application that reasonably constitute the minimum necessary for control and shall be used in compliance with all applicable governmental regulations.

3. **GRANTOR'S RESERVED RIGHTS.** Grantor reserves for itself, Grantor's heirs, successors and assigns, all rights as owners of the Protected Property, including exclusive possession of same, the rights to use the Protected Property for all purposes that are not expressly prohibited herein and are not inconsistent with this Easement, and those rights specifically retained in paragraph 2.1. Without limiting the applicability of the foregoing, the following rights are expressly reserved:

3.1. **Conveyance.** Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is subject to this Easement and written notice is provided to Grantee in accordance with paragraph 5.6 below. Grantor, upon the sale, gift or other conveyance of its fee interest in the Protected Property, shall have no further obligations or liabilities under this Easement.

3.2. **Fences and Other Similar Structures.** Grantor may, but shall not be obligated to, repair, replace, maintain, improve or remove any fence located on the Protected Property as of the date of this Easement. Grantor may construct, repair, replace, maintain, improve or remove additional fencing as Grantor deems necessary to secure the Protected Property, and as required for permitted grazing of livestock on the Protected Property. Upon the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole discretion, Grantor may also construct, repair, replace, maintain, improve or remove small structures necessary for the agricultural and ranching uses of the Protected Property as permitted herein, such as for the watering of livestock.

3.3. **Native Species.** Grantor may undertake to restore and/or enhance the native plant and animal communities on the Protected Property to the extent consistent with the other terms of this Easement.

3.4. **Hunting and fishing.** Grantor, Grantor's invitees, licensees, and lessees may hunt and fish for native or naturalized species on the Protected Property in compliance with all state and federal laws and regulations.

3.5. **Signs.** Grantor may place on the Protected Property interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as "no hunting," "no trespassing" or similar signs.

3.6. **Preservation.** Grantor may, but shall not be obligated to, undertake activities necessary to maintain or enhance the Conservation Values of the Protected Property, as identified in paragraph B of this Conservation Easement and in the Easement Documentation Report (defined in Section 5.2 below).

3.7 **Timber Resources.** Grantor may selectively harvest timber resources from the Protected Property for personal or commercial use. Such selective harvest shall be conducted in

a manner consistent with the purposes of this Conservation Easement that minimizes the impact on the Conservation Values of the Protected Property, and in accordance with all other terms and conditions of this Conservation Easement.

4. RIGHTS AND REMEDIES of Grantee. In order to accomplish the conservation purposes of this Easement, the Grantee shall have the following rights and remedies:

4.1. Remedies. In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give notice to Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of Grantor set forth herein. Grantee, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 4.1 without prior notice to Grantor or without waiting for the period for cure to expire.

Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of Grantor or third parties.

Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and Grantor waives any bond requirement otherwise applicable to any petition for such relief.

4.2. Right of Entry. Grantee shall have the right to enter the Protected Property, in a reasonable manner, with advance notice to Grantor and at reasonable times, for the purposes of:

- a. Inspecting the Protected Property to determine if Grantor or Grantor's heirs, successors or assigns, are complying with the provisions of this Easement;
- b. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;
- c. With Grantor's approval, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the

Protected Property by Grantor. Grantor shall be allowed to participate in all such observations and studies;

- d. Posting signs for the purpose of promoting provisions of this Easement, with Grantor's approval as to the size and location of signs; and
- e. Removing or controlling invasive plants or animals, at no additional cost to Grantor, and at Grantee's option; such activities by Grantee shall not relieve Grantor of the responsibility of removing and controlling invasive species in accordance with appropriate federal, state and county laws and regulations;

All notices to Grantor under this Section 4.2 may be made either in writing or verbally, at the discretion of the party providing the notice.

4.3. Limitation of Grantee. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, arranger or operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of Grantor, or becoming involved in management decisions of Grantor regarding the generation, handling or disposal of hazardous substances.

4.4. Monitoring. Upon written or verbal notice to Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property. A written summary of findings shall be provided to Grantor.

4.5. Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraph 2 above or for any activities requiring Grantee's consent under paragraph 2 or 3 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring Grantee's consent under paragraph 2 or 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee shall make reasonable efforts to respond to such written request within 60 days of receipt by Grantee. Grantee may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Easement and (b) either enhance or do not significantly impair any Conservation Values of the Protected Property. Notwithstanding the foregoing, the Grantor and Grantee have no right or power to agree to any activities that would result in the termination of this Easement or to allow residential, commercial or industrial activities not provided for above.

5. GENERAL PROVISIONS.

5.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind Grantor, and Grantor's heirs, successors and assigns.

5.2. Easement Documentation. Grantor and Grantee agree that the natural characteristics, the ecological and aesthetic features, the physical condition, the present uses and the Conservation Values of the Protected Property at the time of this grant are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by Grantor and a representative of Grantee, establishing the condition of the Protected Property at the time of this grant and including reports, maps, photographs and other documentation. A copy of this Report is maintained at the office of Grantee. Such report may be used by Grantee in any enforcement action.

5.3. Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement except as may be granted by Grantor herein or its successors or assigns.

5.4. Assignment. This Easement is in gross and may be assigned or transferred by the Grantee, or its successors or assigns, and such transfer shall be duly recorded. Grantee agrees that, if it transfers or assigns its interest in this Easement:

- a. The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and
- b. The transferee or assignee will be required to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance.

5.5. Dissolution of Grantee. In the event of the dissolution of Grantee, Grantee's interest will be assigned only to a public body or to a private non-profit organization which is a qualified organization as described in paragraph 6.4 of this Easement.

5.6. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth below, Grantor agrees that the terms, conditions, restrictions and purposes of this Easement will either be incorporated by reference or inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or part of the Protected Property. Grantor agrees to notify Grantee, its successors and assigns of any such conveyance in writing by certified mail within fifteen (15) days after closing.

5.7. Extinguishment. Grantor agrees that this grant of a perpetual Easement gives rise to a property right, immediately vested in Grantee with a fair market value that is equal to the proportionate value that the Easement, at the time of this conveyance, bears to the value of the Protected Property as a whole at the time of conveyance. The proportionate value of Grantee's property rights shall remain a constant fractional share of the unrestricted value of the Protected Property.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the

conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, Grantee shall be entitled to a share of the proceeds at least equal to the proportionate value of the Easement described above. Grantee will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in regulations promulgated thereunder.

5.8. Title Warranty. Grantor hereby warrants and represents that Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances except those of record that have been approved by Grantee and that Grantee and its successors and assigns shall enjoy all of the benefits derived from and arising out of this Easement. Any present or future mortgage on the Protected Property has been or will be subordinated to this Easement.

5.9. Hazardous Waste. Grantor represents and warrants that no hazardous substance or materials or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property. In addition, Grantor warrants that Grantor is in compliance with and will continue to be in compliance with all applicable environmental laws.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

5.10. General Indemnification. [Intentionally omitted]

5.11 Real Estate Taxes. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that Grantee shall have no duty or responsibility to manage or maintain the Protected Property.

5.12. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep Grantee's interests in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

5.13. Re-recording. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, Grantor appoints Grantee as Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

5.14. Definitions. The terms "Grantor" and "Grantee" as used herein shall be deemed to include, respectively, Grantor, its successors and assigns, and Grantee, its successors and assigns.

5.15. Notices. Any notices required under this Easement shall be sent by registered or certified mail, return receipt requested, to the following addresses or such addresses as may be hereafter specified in writing:

GRANTOR

GRANTEE

Except as otherwise stated herein, any other notices required by this Easement shall be sent by mail to the following addresses or such addresses as may be hereafter specified in writing:

GRANTOR

GRANTEE

5.16. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement

and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

5.17. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of Missouri Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

5.18. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

5.19 No Merger. Should Grantee acquire fee title to the Protected Property, no merger shall occur and this Easement and the fee shall continue to be managed as separate estates.

TO HAVE AND TO HOLD the above-described Conservation Easement to the use, benefit, and behalf of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement this _____ day of _____, 2012.

GRANTOR

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____.

Notary Public
My Commission Expires:

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by Grantee this _____ day of _____, 2012.

[Name of grantee]

By: _____

Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, the _____ of [name of grantee], a non-profit corporation under the laws of the [state], on behalf of said corporation.

Notary Public
My Commission Expires:

EXHIBIT A
Legal Description of Protected Property

EXHIBIT B

Site Description/Map of Protected Property

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-06-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-179

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the National Avenue and Commercial
2 Street Signal Replacement project; accepting the bid of Ewing Signal
3 Construction, LLC, in the amount of \$159,359.08 for said project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and
9 responsible bidder for the National Avenue and Commercial Street Signal Replacement
10 project, Plan No. 2017PW0033 (the "Project"); and
11

12 WHEREAS, the Project will replace the existing traffic signal equipment and
13 reconstruct sidewalks at the intersection to meet ADA standards, as depicted on
14 "Exhibit A," which is attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from May 28, 2021, to June 1, 2021, and responsive bids were opened on June
18 22, 2021.
19

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

23 Section 1 – City Council hereby approves the plans and specifications for the
24 National Avenue and Commercial Street Signal Replacement project, Plan No.
25 2017PW0033, and accepts the bid of Ewing Signal Construction, LLC, for said Project,
26 at the price and sum of \$159,359.08, except as said sum may be lawfully increased or
27 decreased by the actual quantities of work units involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder for such work, said contract to be in substantially similar form
31 to the document attached hereto, and incorporated herein by this reference, as "Exhibit
32 B," and in accordance with the terms of the bid, the plans, and the specifications.
33

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

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

46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57
58 Approved as to form: Kyle T. [Signature], Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 179

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the National Avenue and Commercial Street Signal Replacement Project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$159,359.08 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of replacing the existing traffic signal equipment, and reconstructing sidewalks at the intersection to meet ADA standards. Bids were solicited for this project by advertising in *The Daily Events* from May 28, 2021, through June 1, 2021. Bids were opened on June 22, 2021, at 10:30 a.m., with the following bid received:

<u>Contractor</u>	<u>Bid Amount</u>
Ewing Signal Construction, LLC	\$159,359.08
Engineer's Estimate	\$174,856.05

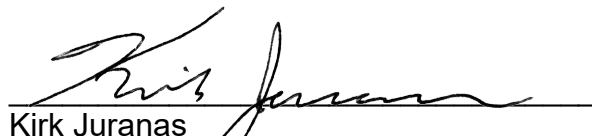
The bid, if accepted, will be funded from the 1/4-Cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program, and the funds are already budgeted.

Supports the following 2021 City Council Core Priorities:

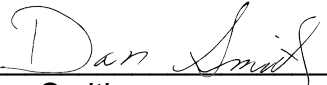
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC, as the lowest responsible bid and passage of this ordinance.

Submitted by:


Kirk Juranas
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

National Ave & Commercial Street



EXHIBIT B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1167 FAX: (417) 864-1176 ATTN: TOM DANCEY, P.E., PTOE DEPT.: PUBLIC WORKS — TRANSPORTATION MGMT.		NAME: EWING SIGNAL CONSTRUCTION, LLC ADDRESS: 1730 N. GREGORY DR. NIXA, MO 65714 PHONE: (417) 724-9405 FAX: (417) 724-9929 ATTN: DAVID EWING	

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:

**National Avenue & Commercial Street
Signal Replacement
(Plan No. 2017PW0033)**

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 60 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield 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. 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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2020, 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 Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. **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 through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **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.

g. 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 **One Hundred Fifty-Nine Thousand Three Hundred Fifty-Nine Dollars and Eight Cents (\$159,359.08)** 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 \$500 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 any time 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 **One Hundred Fifty-Nine Thousand Three Hundred Fifty-Nine Dollars and Eight Cents (\$159,359.08)** 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. 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.

27. 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.

28. 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:

Assistant Director of Public Works

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 ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 07-06-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-180

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Cooperative Agreement with the Ozarks Transportation Organization,
3 for the purpose of funding a study of the North 13 Corridor Study; and
4 amending the Fiscal Year 2021-2022 budget of the Department of
5 Public Works in the amount of \$80,000 to appropriate Federal Surface
6 Transportation Block Grant funds for this project.
7 _____
8

9 WHEREAS, the Ozarks Transportation Organization ("OTO") is proposing a
10 study to examine solutions to improve safety and congestion on Highway 13 in the
11 areas around Interstate 44 and Norton Road; and
12

13 WHEREAS, OTO is proposing to select and contract with a transportation
14 consultant estimated to cost \$300,000, with Greene County and the City of Springfield
15 partnering with OTO to fund the study; and
16

17 WHEREAS, the City would be responsible for one-third of the cost of the study,
18 with the City's costs not to exceed \$100,000; and
19

20 WHEREAS, eighty percent of the City's costs will be funded from the City's
21 allocated Federal Surface Transportation Block Grant-Urban, and the required twenty
22 percent local match will be funded from the 1/4-cent Capital Improvements Sales Tax
23 and is already budgeted.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a Intergovernmental Cooperative Agreement with OTO, said agreement to be in
30 substantially the same form as "Exhibit A," which is attached hereto and incorporated
31 herein by reference.
32

33 Section 2 – The budget of the Department of Public Works for Fiscal Year 2021-
34 2022 is hereby amended in the accounts and in the amounts as shown on Budget
35 Adjustment No. 005, a copy of which is attached hereto and incorporated herein by
36 reference as “Exhibit B.”
37

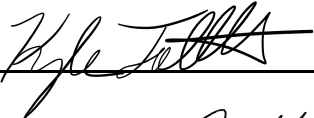
38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

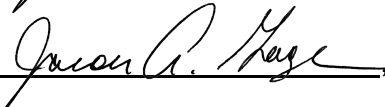
41 Passed at meeting: _____
42

43
44 _____
45 Mayor
46

47 Attest: _____, City Clerk
48

49 Filed as Ordinance: _____
50

51
52 Approved as to form: , Assistant City Attorney
53

54
55 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 180

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Cooperative Agreement with the Ozarks Transportation Organization (“OTO”) to share in the costs associated with the North 13 Corridor Study, and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$80,000 to appropriate Federal Surface Transportation Block Grant-Urban funds to finance a portion of the City’s contribution toward the study.

BACKGROUND INFORMATION: The North 13 Corridor Study will examine solutions to improving safety and congestion around the Interstate 44 and Highway 13 (Kansas Expressway) interchange. This section of Highway 13 consistently experiences delays and crashes associated with stopped traffic at the interchange and at Norton Road. The Ozarks Transportation Organization is proposing to take the lead in a three-way partnership to fund the study among the City of Springfield, Greene County, and OTO to examine the best solution based on outcomes and project costs. The Missouri Department of Transportation (“MoDOT”) will participate on the steering committee and provide traffic modeling services. Once a solution has been recommended, OTO, Greene County, and the City will work with MoDOT to identify funding for the improvement. A transportation consultant will be selected and will contract directly with OTO to perform the study. This Intergovernmental Cooperative Agreement defines the terms under which the City will share in the cost of the study.

The total cost is estimated at \$300,000, one-third of which the City will reimburse to OTO, not to exceed \$100,000. Of the City portion, \$80,000 (80%) would be funded from the City’s allocated Federal Surface Transportation Block Grant-Urban (“Exhibit B”). The required minimum 20% local match of \$20,000 would be funded from the 1/4-cent Capital Improvements Sales Tax – Road Concept Design Program and is already budgeted.

Supports the following 2021 City Council Core Priorities:

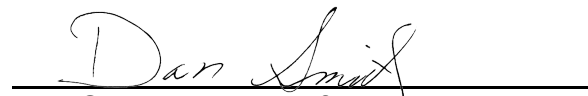
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: This is an example of the City collaborating with regional partners to improve our transportation system. Public Works recommends approval of this Council Bill and budget adjustment.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

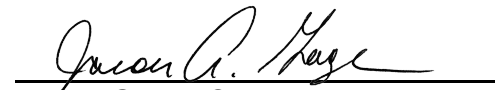

Jason Gage, City Manager

EXHIBIT A

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:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1938 Attn: Kirk Juranas, Public Works		Ozarks Transportation Organization 2208 W. Chesterfield Blvd., Suite 101 Springfield, MO 65807 Phone: (417) 865-3047 Attn: Sara Fields, Executive Director	

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT:
NORTH 13 CORRIDOR STUDY**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, Highway 13 consistently experiences delays and crashes associated with traffic in the area of Interstate 44 and Norton Road; and

WHEREAS, the Ozarks Transportation Organization ("OTO") has proposed a three-way partnership with the City of Springfield ("City") and Greene County to fund a study to examine potential solutions to traffic-related issues on Highway 13; and

WHEREAS, the City desires to enter into an agreement to share costs associated with this study in an amount not to exceed \$100,000, of which \$80,000 would be funded from the City's allocated Federal Surface Transportation Block Grant and \$20,000 funded from the 1/4-cent Transportation Sales Tax.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the OTO as follows:

1. **Selection and Contracting with Consultant.** OTO shall, at its sole cost and expense, select and contract with a qualified transportation consultant ("consultant") to perform a study to examine traffic safety and congestion issues around the intersections of Interstate 44 & Highway 13 and Norton Road & Highway 13, including other areas along and beyond the corridor as may be defined in the study scope, and recommend the best solution to those issues based on outcomes and project costs. The findings and recommendations of the consultant, along with all information, data, and reports used to make such findings and recommendations, shall be furnished to the City upon receipt by OTO.

2. **Cost share.** The parties agree to cost share this project in the following manner:

- a. City shall be responsible for one-third of actual costs. Actual costs shall mean the amount to be paid to the consultant selected by OTO as specified in the contract between the consultant and OTO. It is expressly understood that in no event will the total compensation and reimbursement to be paid to OTO under the terms of this Contract exceed the sum of One Hundred Thousand Dollars (\$100,000). The City's contribution will be composed of STP-Urban funds and local funds.
- b. The City agrees that OTO may program up to Eighty Thousand Dollars (\$80,000) of STP-Urban funds allocated to the City by OTO in partial fulfillment of the City's responsibilities under this agreement.

- c. The remainder of the City's contribution, in an amount not to exceed Twenty Thousand Dollars (\$20,000), shall be paid by the City to OTO in the form of a cash payment.

3. **Payment Due.** City agrees to pay its share of costs upon completion of OTO's contract and upon City's receipt of the consultant's final deliverables, including study findings and recommendations.

4. **Term.** OTO shall commence selection and contracting with a consultant as soon as practicable after the execution of this Agreement, unless otherwise directed in writing by the City.

5. **Liability and Indemnity.** 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 directly and solely resulting in 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.

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

7. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the OTO under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the OTO without prior written approval of the City.

8. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

9. **Entire Agreement.** This Contract contains the entire agreement 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.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

CONTRACTOR:

By: _____

Name & Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
005

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508350	000000	00000	\$ 80,000	Highway 13 North Corridor Study, including the Interstate 44 Interchange Area, in partnership with the Ozark Transportation Organization (OTO), Greene County, and MoDOT
Net Expenditure Adjustment						\$ 80,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal STBG grant funds (\$80,000) for partial funding of a Highway 13 North Corridor Study based on the proposed Agreement with the Ozark Transportation Organization (OTO). The local 20% match of \$20,000 will be funded by the 1/4 Cent Capital Improvement Sales Tax Road Concept Design Program that is already budgeted.

Requested By:

Dan Smith 07/06/21
Department Head Date

Approved By:

DL Holt 07/06/21
Director of Finance Date

Authorization:

Council Bill No. 2021-180
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-181

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2020-2021 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$93,580, for the purpose of adjusting for certain reimbursements and
4 associated offsetting expenses as well as adjusting the salary budget for
5 retirement payouts.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for the General Fund
15 needs to be adjusted for revenue and expense adjustment of \$93,580 for
16 reimbursements and to adjust the salary budget for retirement payouts.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2020-2021 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 075, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 181

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2020-2021 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$93,580.

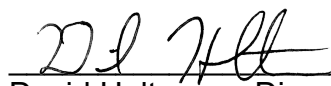
BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2020-2021 ended on June 30, 2021, the books remain open for year-end entries.

The Fiscal Year 2020-2021 year-end budget adjustment includes a revenue and expense adjustment of \$93,580 for reimbursements. This year's reimbursements include funds from Greene County and Republic for Niche software, and operating expense reimbursement from Ozark Greenways.

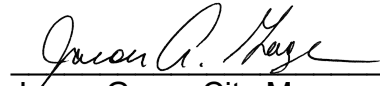
Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2020-2021; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2020-2021 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2020-2021 budget.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
075

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	16	80030	414110			\$ 6,080	Ozark Greenways reimbursment
10110	18	97510	413030			87,500	Police - Republic and Greene Co. reimbursement for Niche
Net Revenue Adjustment						\$ 93,580	

Expenditures:

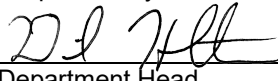
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	16	80030	505830			\$ 6,080	Ozark Greenways supplies reimbursement
10110	18	97510	504580			87,500	Police - Republic and Greene Co. reimbursement for Niche
10110	03	10010	500110			(26,242)	Move Fire Protection Review Specialist from BDS to Fire
10110	10	15030	500110			26,242	Move Fire Protection Review Specialist from BDS to Fire
10110	13	17010	505830			27,000	IS - Server Storage Needed
10110	15	19020	500130			26,780	Municipal Court - temp wages for Show-Me Courts
10110	20	79070	508570			8,400	PW - Building S Window Replacement
10110	20	74010	504580			4,684	PW - Calaboose Window Repair
10110	06	13120	502780			(66,864)	General Fund contingency adjustment
10110	03	10010	500110			35,000	Building Development Services - Salaries
10110	04	11030	500110			20,000	City Attorney - Salaries
10110	06	13010	500110			75,000	City Manager - Salaries
10110	09	14120	500110			100,000	Finance - Salaries
10110	10	15020	500110			240,000	Fire - Salaries
10110	12	16010	500110			(95,000)	Human Resources - Salaries
10110	13	17010	500110			(70,000)	Information Systems - Salaries
10110	15	19020	500110			(60,000)	Municipal Court - Salaries
10110	18	97510	500110			(275,000)	Police - Salaries
10110	19	20010	500110			30,000	Public Information Office - Salaries
Net Expenditure Adjustment						\$ 93,580	

Fund Balance Appropriation:

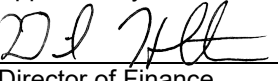
Fund	Title	Amount

Explanation: To amend the fiscal year end 2020-21 budget for the General Fund.

Requested By:

 07/06/21
Department Head Date

Approved By:

 07/06/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-181
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-182

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2020-2021 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$313,228, in
3 various Special Revenue and Capital Project Funds, for the purpose of
4 accounting for certain reimbursements and associated offsetting
5 expenses.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for various Special
15 Revenue and Capital Project Funds needs to be adjusted for reimbursements and
16 associated offsetting expense items.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2020-2021 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 076, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 182

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$313,228, in various Special Revenue and Capital Project Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2020-2021 ended on June 30, 2021, the books remain open for year-end entries.

The Fiscal Year 2020-2021 year-end budget adjustment includes \$57,800, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code.

The Police department received \$2,915, for the sale of brass. The proceeds from the sale of two properties, originally purchased through the Capital Improvement Sales Tax, is returned to those funds totally \$20,800. Reimbursements from other agencies include: Internal Revenue Service, Federal Bureau of Investigation, Greene County, and the Missouri Department of Transportation for various expenses incurred by the City totaling \$218,312. Insurance reimbursements were also received for \$13,401, for Public Works capital project funds.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2020-2021 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue, capital project and enterprise funds. These funds are designated for a specific purpose and must be used only for this purpose.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
076

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	\$ 57,800	BDS - Fire Escrow Fund payouts
25060	18	97580	413100	000000	00000	2,915	Police - Sale of brass
25060	18	92700	414110	000000	00000	2,429	Police IRS Reimbursement
25060	18	92700	414110	000000	00000	27,684	Police FBI Reimbursement - build-out of joint space
28010	20	78010	414110	000000	00000	280	Public Works - Insurance Reimbursement
40056	20	73020	414110	100960	00000	38,850	Public Works - MoDOT project reimbursement
40058	20	73020	414110	102358	00000	139,903	Public Works - MoDOT project reimbursement
41020	20	73020	417010	101232	00000	20,000	Public Works - property sale proceeds - 3409 S Parkhill Ave
41060	20	73020	417010	101232	00000	800	Public Works - Property sale proceeds - 4177 S Broadway
41090	20	73020	414110	102305	00000	653	Public Works - Insurance Reimbursement
41100	20	73020	414110	102739	00000	12,469	Public Works - Insurance Reimbursement
46100	20	73020	414110	102305	00000	9,445	Public Works - Greene County Reimbursement
Net Revenue Adjustment						\$ 313,228	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	\$ 57,800	BDS - Fire Escrow Fund payouts
25060	18	97580	501190	000000	00000	2,915	Police - Sale of brass
25060	18	92700	501340	000000	00000	2,429	Police IRS Reimbursement
25060	18	92700	509110	000000	00000	27,684	Police FBI Reimbursement - build-out of joint space
28010	20	78010	509110	000000	00000	280	Public Works - Insurance Reimbursement
40056	20	73020	509110	100960	00000	38,850	Public Works - MoDOT project reimbursement
40058	20	73020	509110	102358	00000	139,903	Public Works - MoDOT project reimbursement
41020	20	73020	509110	101232	00000	20,000	Public Works - property sale proceeds - 3409 S Parkhill Ave
41060	20	73020	509110	101232	00000	800	Public Works - Property sale proceeds - 4177 S Broadway
41090	20	73020	509110	102305	00000	653	Public Works - Insurance Reimbursement
41100	20	73020	509110	102739	00000	12,469	Public Works - Insurance Reimbursement
46100	20	73020	509110	102305	00000	9,445	Public Works - Greene County Reimbursement
Net Expenditure Adjustment						\$ 313,228	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the fiscal year end 2020-21 budget for reimbursements received for various funds.

Requested By:

DL Hill 07/06/21
Department Head Date

Approved By:

DL Hill 07/06/21
Director of Finance Date

Authorization:

Council Bill No. 2021-182
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 15
Filed: 07-20-21

Sponsored by: Schilling

COUNCIL BILL 2021-184 RESOLUTION

A RESOLUTION

1 DECLARING the intent of the City of Springfield to annex approximately 107 acres of
2 private property and right-of-way generally located at 3482 and 3839
3 South State Highway FF and 4003 West Farm Road 168 into the City of
4 Springfield, and the intent to change the street name of Farm Road 168
5 to Roundtree Road. (Staff recommends approval.)
6
7

8 WHEREAS, the owner(s) of the private properties generally located at 3482 and
9 3839 South State Highway FF and 4003 West Farm Road 168 have requested
10 annexation of approximately 90 acres into the City of Springfield; and
11

12 WHEREAS, the proposed annexation also includes approximately 17 acres of
13 public right-of-way of State Highway FF, Farm Road 166, and Farm Road 168; and
14

15 WHEREAS, the property is within the Urban Service Area and is immediately
16 adjacent to the City of Springfield; and
17

18 WHEREAS, the owner(s) of all fee interests of record in all tracts of real property
19 located within the area to be annexed, as described in "Exhibit A," has petitioned for
20 annexation into the City; and
21

22 WHEREAS, changing the street name of West Farm Road 168 to Roundtree
23 Road is consistent with the name of the street in Greene County.
24

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

28 Section 1 – City Council hereby declares its intention to annex approximately 107
29 acres of private property and right-of-way generally located at 3482 and 3839 South
30 State Highway FF and 4003 West Farm Road 168, and more completely described in
31 "Exhibit A," which is attached hereto and incorporated herein by this reference, into the
32 City of Springfield; and its intent to change the street name of West Farm Road 168 to
33 Roundtree Road.
34

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

37
38 Section 3 – This Resolution shall be in effect immediately upon adoption.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Resolution: _____

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

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

EXPLANATION TO COUNCIL BILL 2021-184

FILED: 07-20-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex approximately 107 acres of private property and right-of-way generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168 into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owner(s) of the private properties generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168 are requesting annexation of approximately 90 acres into the City of Springfield (See "Exhibit B," Location Sketch). The owner(s) of the property have signed petitions to request voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petitions). The proposed annexation also includes approximately 17 acres of public right-of-way of State Highway FF, Farm Road 166, and Farm Road 168. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone to develop the area east of State Highway FF for a new retail development and subdivision.

This will also initiate the street name change of Farm Road 168 to Rountree Road which is what it is also known as in the County.

This Resolution only initiates the proposed annexation and does not annex the property. The property is currently zoned Greene County R-1, Suburban Residence District and C-2, General Commercial District. The owner(s) is requesting that the property be rezoned to a R-SF, Single-Family Residential and GR, General Retail District which will be concurrently reviewed with the annexation public hearing in August. The City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

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

REMARKS:

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

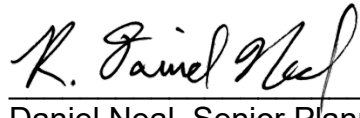
1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property and right-of-way to be annexed.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.
3. The property owner(s) have petitioned the City for annexation.
4. All City services can be provided to the property.
5. The City will receive sales and property tax revenue once annexed.

RECOMMENDATIONS:

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

Submitted by:



Daniel Neal, Senior Planner

Reviewed by:



Brendan Griesemer, AICP
Acting Director

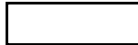
Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description
Exhibit B, Location Map
Exhibit C, Annexation Petitions
Exhibit D, Annexation Schedule



Beginning at a point on the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22), which is 448.3 feet eastwardly from the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22); thence South $89^{\circ}35'$ East along said South line, 264.0 feet; thence North $0^{\circ}25'$ East, 825.0 feet; thence North $89^{\circ}35'$ West 264.0 feet; thence South $0^{\circ}25'$ West, 825.0 feet to the point of beginning except any part thereof taken, deeded or used for road or highway purposes, all in Greene County, Missouri.

AND

That part of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, described as follows: Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8, thence South 88 degrees 42 minutes 04 seconds East with the North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 370.65 feet to the East right-of-way line of Relocated State Route FF for a true POINT OF BEGINNING; thence Northerly & Easterly with said right-of-way line and with the Southerly right of way of U.S. Highway 60 the following 4 courses: (1) North 16 degrees 03 minutes 57 seconds East 112.77 feet; (2) North 56 degrees 12 minutes 14 seconds East 121.62 feet; (3) South 61 degrees 12 minutes 52 seconds East 297.28 feet; and (4) South 22 degrees 04 minutes 07 seconds East 83.63 feet to a point 35.00 feet south of said North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 42 minutes 04 seconds West, parallel with said North line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 434.37 feet to said East right-of-way line of Relocated State Route FF; thence North 16 degrees 03 minutes 57 seconds East with said East right-of-way line 36.19 feet to the true point of beginning. All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, lying East of Missouri State Highway "FF", described as follows: Commencing at the Southeast corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 37 minutes 37 seconds West with the South line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 885.93 feet (886.04 feet deed); thence North $01^{\circ}24'$ minutes 09 seconds East 21.23 feet to the North right-of-way line of Farm Road 168 for a true POINT OF BEGINNING; thence North $82^{\circ}36'$ minutes 22 seconds West with said North right-of-way line 335.32 feet to the Easterly right-of-way line of Missouri State Highway "FF"; thence Northerly with said Easterly right-of-way line the following 6 courses: (1) North $30^{\circ}49'$ minutes 38 seconds West 59.46 feet; (2) North $12^{\circ}36'$ minutes 18 seconds East 284.99 feet; (3) North $19^{\circ}52'$ minutes 58 seconds East 397.51 feet; (4) North $10^{\circ}20'$ minutes 47 seconds East 200.61 feet; (5) North $15^{\circ}59'$ minutes 22 seconds East 298.18 feet; and (6) North $15^{\circ}15'$ minutes 41 seconds East 52.96 feet; thence South 88 degrees 41 minutes 32 seconds East 479.96 feet; thence South $04^{\circ}52'$ minutes 0 seconds West 477.42 feet (476.48 feet deed); thence North 88 degrees 38 minutes 54 seconds West 121.79 feet; thence North 88 degrees 31 minutes 23 seconds West 263.74 feet (264 feet deed); thence South $01^{\circ}27'$ minutes 09 seconds West 804.50 feet to the true point of beginning.

Together with rights in Right of Way Deeds filed for record May 4, 2005, in Book 2005 Pages 023045-05 and Book 2005 Pages 023046-05.

All subject to easements, restriction reservation and covenants of record and subject to existing roads and highways.

AND

All of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, and all of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, EXCEPT one (1) acre in the Southeast corner

Exhibit A

Legal Descriptions

thereof and ALSO EXCEPT that part lying East of the Southerly right-of-way line of James River Expressway.

AND

Part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West, in Greene County, Missouri, described as follows:
Beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West; thence North 88 degrees 05 minutes 16 seconds West along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 207.00 feet; thence leaving said South line, North 02 degrees 22 minutes 09 seconds East, 210.00 feet; thence South 88 degrees 05 minutes 16 seconds East, 126.28 feet to the Westerly right-of-way line of Old State Route FF (abandoned); thence North 10 degrees 31 minutes 37 seconds East along the former Westerly right-of-way line of Old Route FF, 54.98 feet to the Southerly right-of-way line of Farm Road 166; thence South 29 degrees 39 minutes 44 seconds East along the Southerly right-of-way line of Farm Road 166, a distance of 0.31 feet to a point 60 feet right of Farm Road 166 Center Line Station 36+ 13.06; thence South 46 degrees 05 minutes 13 seconds East along said right-of-way line, 263.31 feet to a point 40 feet right of Farm Road 166 Center Line Station 38+56.39; thence South 53 degrees 54 minutes 27 seconds East along said right-of-way line, 23.67 feet to a point 126.4 feet right of relocated State Route FF Center Line Station 110+98.7; thence South 03 degrees 23 minutes 21 seconds East along the Westerly right-of-way line of relocated Route FF, 109.62 feet to a point 90 feet right of relocated Route FF Center Line Station 112+02.10; thence South 23 degrees 10 minutes 00 seconds West along said right-of-way line, 401.03 feet to a point 140 feet right of relocated Route FF Center Line Station 116+00; thence South 16 degrees 00 minutes 16 seconds West along said right-of-way line, 53.54 feet to the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Eight (8); thence North 02 degrees 22 minutes 09 seconds East along the West line of said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 460.24 feet to the point of beginning.

AND

Including the entire adjacent right-of-way of Farm Road 166 and Farm Road 168.

AND

State Highway FF right-of-way between the aforementioned Farm Roads and private property to be annexed.



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

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

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Date of application: 6-2-2021

Property Location: 3839 S State Highway FF

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

Name of current property owner(s): Rick Hoover Properties LLC, Hoover Brothers Farms Inc, Hometown Commons LL

If corporation, Corporate Official: Rick Hoover

Mailing Address: 3335 N highway 63 West Plains MO Zip Code: 65775

Telephone: _____ E-mail: hoover04@hotmail.com

PROPERTY OWNER'S SIGNATURE: SEE ACKNOWLEDGEMENTS ON FOLLOWING PAGES
(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Christopher Wynn - CJW Transporyation Consultants, LLC

If corporation: Corporate Official: _____

Mailing Address: 5051 S National Ave. Ste 7A Springfield, MO Zip Code: 65810

Telephone: 417-889-3400 E-mail: cwynn@gocjw.com

Current Use of the Property: Undeveloped - Wooded Land

Current County Zoning: C-2 General Commerical (East Side of Hwy FF); R-1 Suburban Residence (West side of Hwy FF)

Proposed City Zoning: GR - General Retail (East Side of Hwy FF); R-SF Single Family Residence (West side of Hwy FF)

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

See attached Legals

PETITION

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

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

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

SIGNED: Buck Hooper
Managing Member

SIGNED: HOMETOWN COMMONS, LLC

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

①

STATE OF MISSOURI
COUNTY OF ~~GREENE~~ Howell SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 2nd day of June, 2021, before me appeared Rick Hoover, to me personally

known, who, being by me duly sworn did say that he/she is the Managing Member of Hometown Commons, LLC, and that the seal affixed to foregoing instrument is the corporate seal of said

LLC corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Operating Agreement directors, and acknowledged said instrument to be the free act and deed of said corporation Limited Liability Company.

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

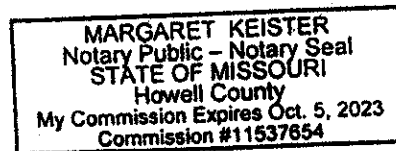
"Notary Seal"

Notary Public:

Margaret Keister

Print Name:

Margaret Keister



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

(2)

PETITION

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

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

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

SIGNED: Rick Hoover
President
~~SIGNED~~: Hoover Brothers Farms, Inc.

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

3

STATE OF MISSOURI
COUNTY OF ~~GREENE~~ Howell SS.

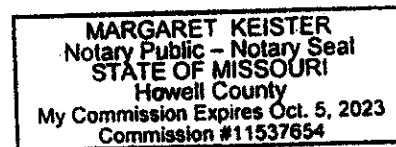
ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 2nd day of June, 2021, before me appeared Rick Hoover, to me personally known, who, being by me duly sworn did say that he/she is the President of Hoover Brothers Farms, Inc., and that the seal affixed to foregoing instrument is the corporate seal of said ~~corporation~~, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

"Notary Seal"

Notary Public: Margaret Keister
Print Name: Margaret Keister



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

④

PETITION

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

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

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

SIGNED: *Rick Hoover*
 Managing Member
SIGNED: *Rick Hoover Properties, LLC*

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

⑤

STATE OF MISSOURI
COUNTY OF GREENE SS.
Howell

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 2nd day of June, 2021, before me appeared Rick Hoover, to me personally

known, who, being by me duly sworn did say that he/~~she~~ is the Managing Member of Rick Hoover

Properties, LLC, and that the seal affixed to foregoing instrument is the corporate seal of said

~~corporation~~, and that said instrument was signed ~~and sealed~~ in behalf of said LLC Operating corporation by authority of its board of

Agreement
company directors, and acknowledged said instrument to be the free act and deed of said corporation Limited Liability

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

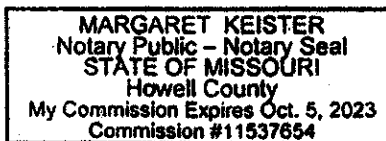
"Notary Seal"

Notary Public:

Margaret Keister

Print Name:

Margaret Keister



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

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

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

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

"Notary Seal"

Notary Public: _____

Print Name: _____

(6)



ANNEXATION SCHEDULE
ANNEXATION A-4-2021

ANNEXATION:

Initiate annexation	July 26, 2021
City Council public hearing	August 9, 2021
City Council second reading and vote	August 23, 2021

One-rdg. X
P. Hrngs.
Pgs. 11
Filed 07-20-21

Sponsored by McGull

COUNCIL BILL 2021-185 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a grant from the
2 United States Economic Development Administration and the United
3 States Department of Commerce in the amount of \$1,500,000, for
4 the purpose of upgrading LeCompte Road, from East Division Street
5 (Route YY) north to the BNSF Railroad Crossing, and the LeCompte
6 Road and Division Street intersection.
7
8

9 WHEREAS, this Council bill will authorize application for a \$1,500,000, grant
10 from the United States Economic Development Administration's ("EDA") to partially fund
11 the reconstruction and improvements to LeCompte Road and Division Street; and
12

13 WHEREAS, these improvements will include widening LeCompte Road to three
14 lanes from the existing railroad tracks south to Springfield Underground's entrance,
15 providing widening of shoulders on LeCompte Road from Springfield Underground's
16 entrance south to Division, and improvements to the LeCompte Road and Division
17 Street Intersection as depicted on "Exhibit A," which is attached hereto and incorporated
18 herein by this reference; and
19

20 WHEREAS, improvements to LeCompte Road are necessary to provide
21 infrastructure to accommodate current uses and future needs.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
27 a grant from the United States Economic Development Administration and the United
28 States Department of Commerce in the amount of \$1,500,000, for the purpose of
29 upgrading LeCompte Road, from East Division Street (Route YY) north to the BNSF
30 Railroad Crossing, and the LeCompte Road and Division Street intersection.
31

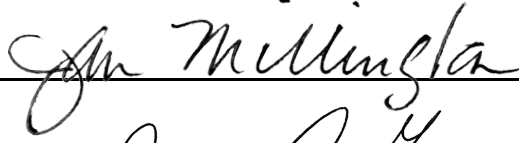
32 Section 2 – This Resolution shall be effective immediately upon adoption.
33

34 Passed at meeting:
35

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-185

FILED: 07-20-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to apply for a grant of \$1,500,000 from the Economic Development Administration and the United States Department of Commerce for the purpose of upgrading LeCompte Road, from East Division Street (Route YY) north to the BNSF Railroad Crossing, and the LeCompte Road and Division Street intersection.

BACKGROUND INFORMATION: This Council bill would authorize application for a \$1,500,000 grant from the Economic Development Administration's ("EDA") to partially fund the reconstruction and improvements to LeCompte Road and Division Street. These improvements will include widening LeCompte Road to three lanes from the existing railroad tracks south to Springfield Underground's entrance, providing widening of shoulders on LeCompte Road from Springfield Underground's entrance south to Division, and improvements to the LeCompte Road and Division Street Intersection ("Exhibit A).

LeCompte Road serves as one of the main thoroughfares for the industrial, manufacturing, and warehousing land uses east of US 65. The roadway is not currently configured to accommodate the volume of truck and commercial traffic to support current uses or future development on the corridor. Improvements to LeCompte Road are necessary to provide infrastructure to attract and accommodate future needs and current uses.

The City has worked closely with Springfield Underground, which owns most of the land immediately adjacent to the roadway, to create a design that better serves its underground industrial park which services most of Springfield's major employers. The improved infrastructure will also serve future surface development. The total project cost is estimated at \$3.8 million. With the proposed grant funding of \$1.5 million, the remaining cost of \$2.3 million will be split 50/50 between the Springfield Underground (\$1,150,000) and the City (\$1,150,000). The City's share will be funded by the 1/8-Cent Transportation Sales Tax - Cost Share Program that is already budgeted. The required grant match will be covered from the funds invested by Springfield Underground and the City.

The Economic Development Administration's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for economic growth and success in the worldwide economy. EDA supports development in economically distressed areas of the United States by fostering job creation and attracting private investment. The EDA solicits applications to provide investments that support construction and other various programs/projects under the EDA's Public Works Program. If awarded, the project is anticipated to stimulate the

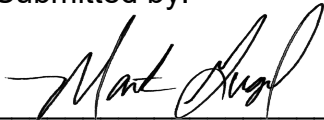
creation of jobs and further insulate Springfield from the economic hardships of the COVID-19 pandemic.

Supports the following City Council Priorities:

- Economic Vitality
- Public Safety

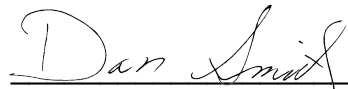
REMARKS: Public Works recommends approval of this Resolution.

Submitted by:



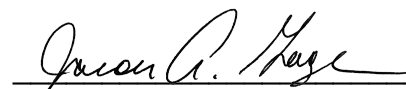
Martin Gugel, Asst. Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

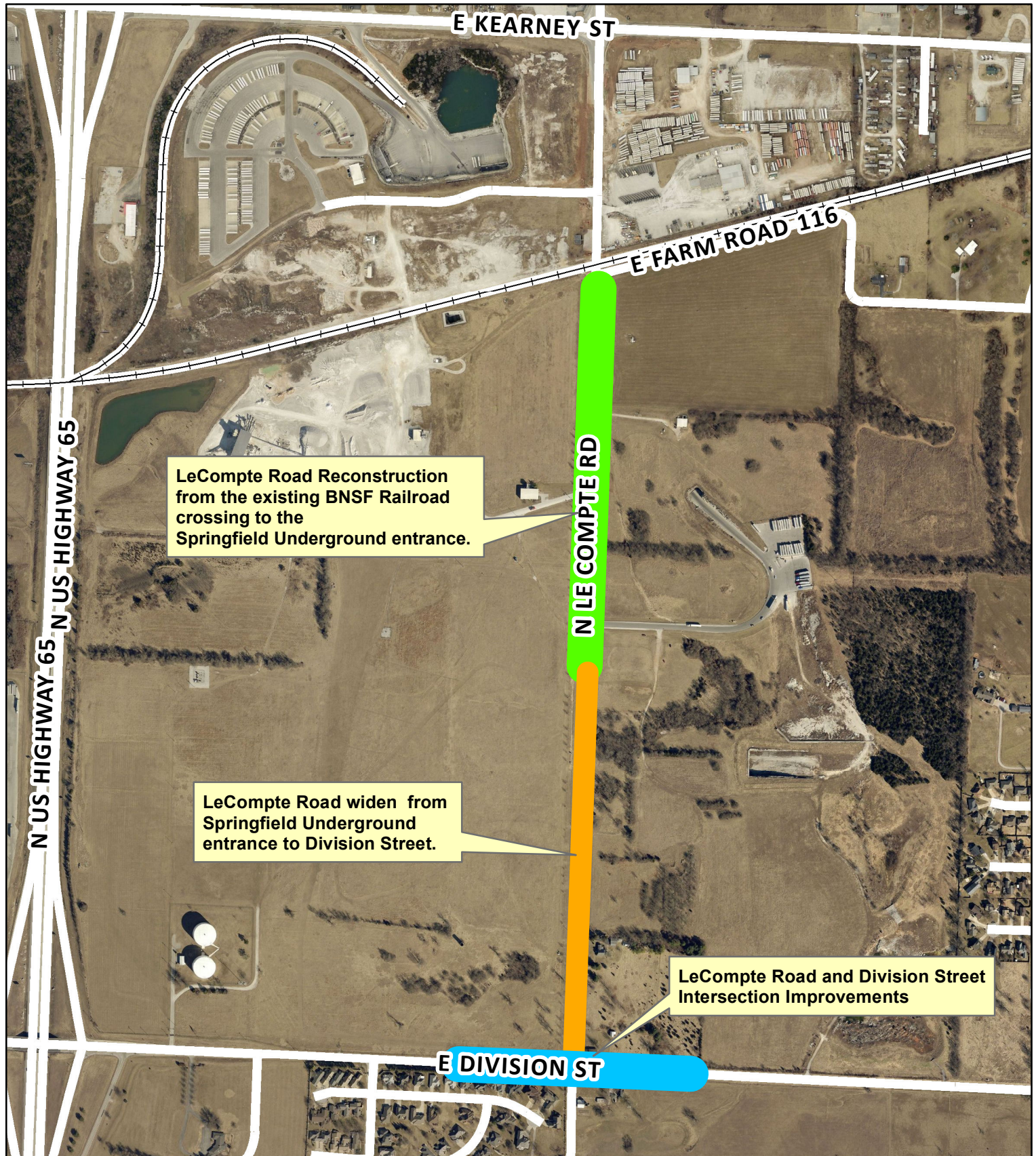
Approved by:

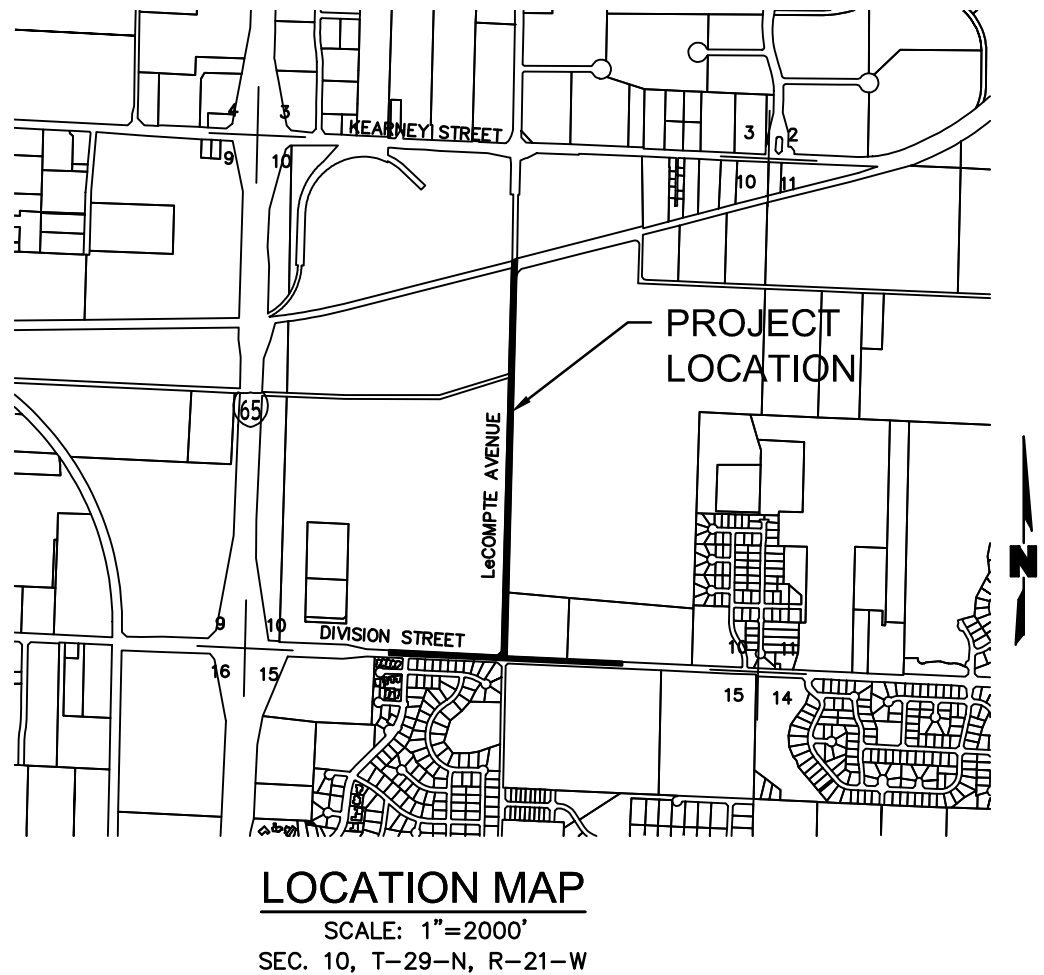


Jason Gage, City Manager

Exhibit A

LeCompte Road Improvements from BNSF Railroad crossing to Division and LeCompte Road and Division Intersection Improvements





ROADWAY IMPROVEMENTS
LeCOMPTE AVENUE and DIVISION STREET (ROUTE YY)
FOR
CITY OF SPRINGFIELD
PUBLIC WORKS - TRANSPORTATION
GREENE COUNTY, MISSOURI



INDEX OF SHEETS

- 1 COVER SHEET
- 2 TYPICAL SECTIONS
- 3-5 CONCEPT PLAN - LeCOMPTE AVENUE
- 6 CONCEPT PLAN - DIVISION STREET (ROUTE YY)

OWNER
CITY OF SPRINGFIELD
CONTACT: DERRICK ESTELL
840 N. BOONVILLE AVE.
SPRINGFIELD, MO 65802
TELEPHONE 417-864-1971

PREPARED BY
olsson
CONTACT: REID CATT, P.E.
JARED RASMUSSEN, P.E.
JOSH LEEK
550 E. ST. LOUIS STEET
SPRINGFIELD, MO 65806
TELEPHONE 417-890-8802

DESIGN SPEED
LeCOMPTE AVENUE = 45 MPH
DIVISION STREET = 55 MPH

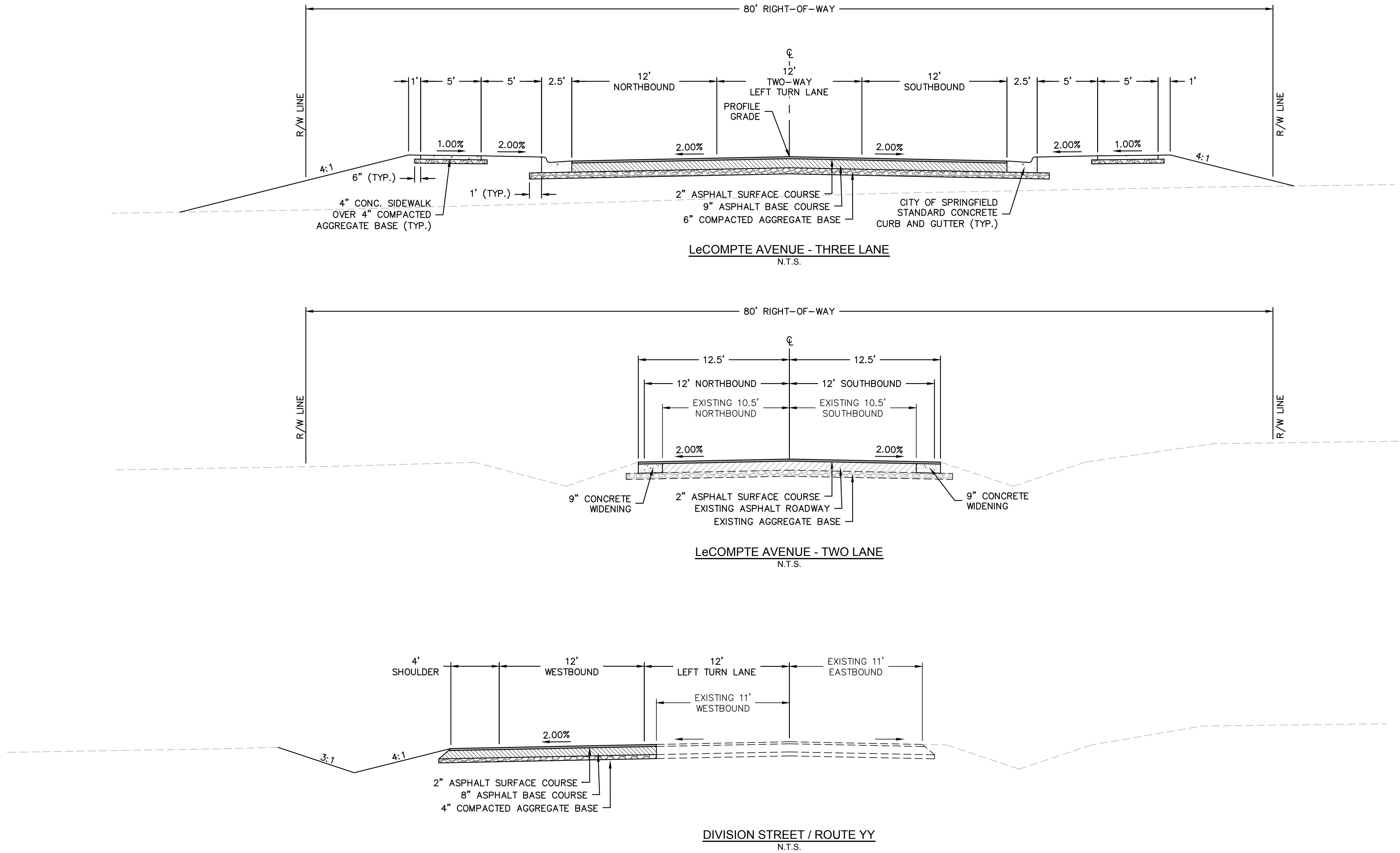
MISSOURI
ONE-CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olson.com

COVER SHEET		REVISIONS	
LeCOMPTE AVENUE IMPROVEMENTS	REV. NO.	DATE	REVISIONS DESCRIPTION
2020			
SPRINGFIELD, MISSOURI			

drawn by: JKL
designed by: JKL
checked by: RBC
project no.: 019-3475
drawing no.: 0193475_CVR.DWG
date: 12.04.2020

SHEET
1 of 6



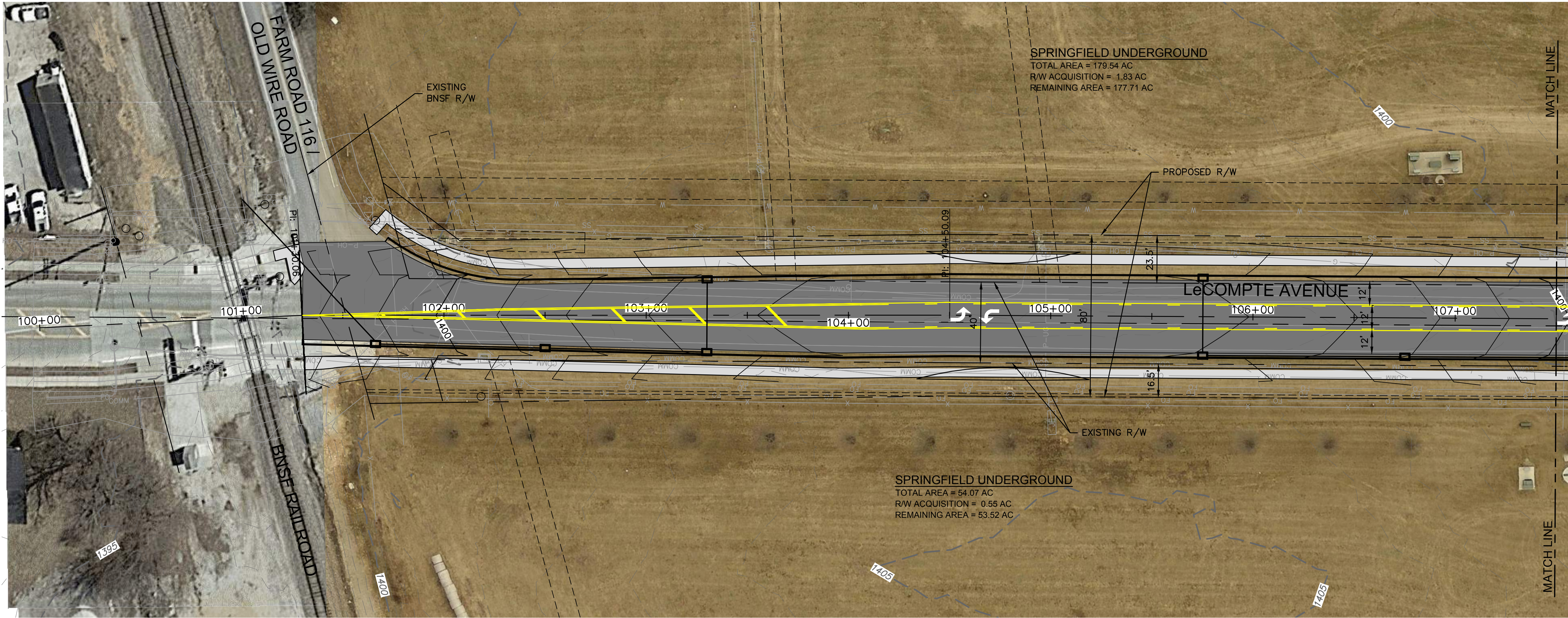
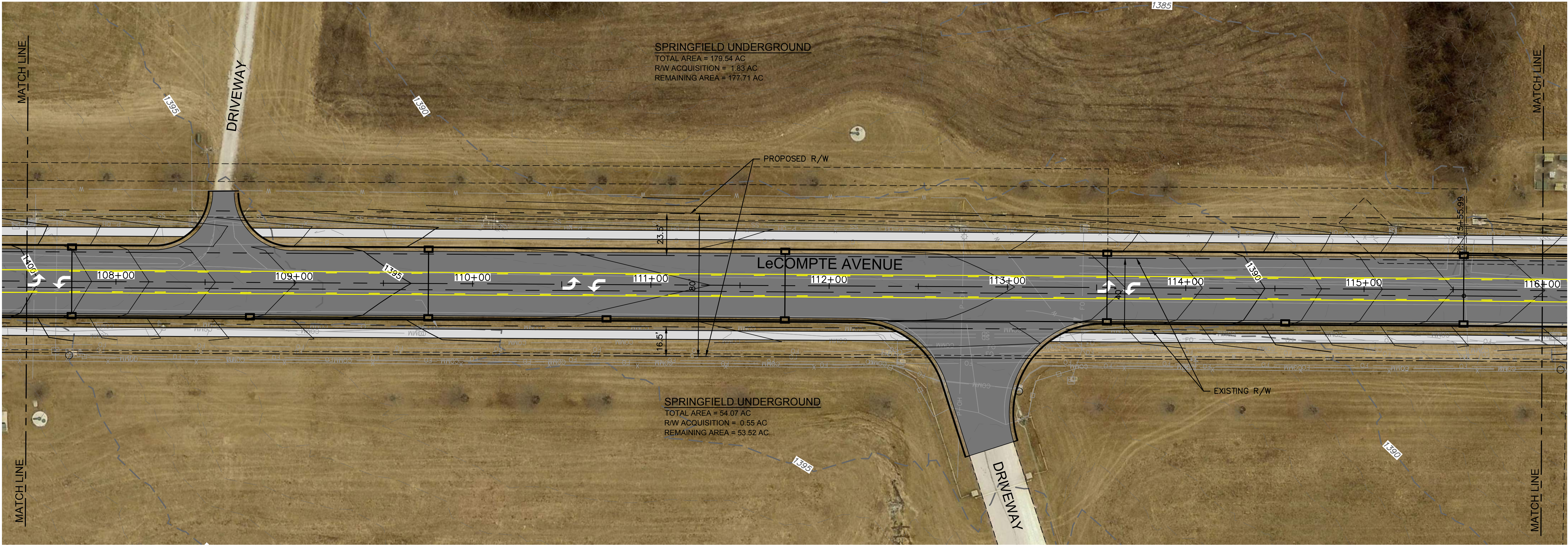
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Springfield, MO 65806
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TYPICAL SECTIONS		REVISIONS	
LeCOMPTe AVENUE IMPROVEMENTS	REV. NO.	DATE	REVISIONS DESCRIPTION
SPRINGFIELD, MISSOURI		2020	

drawn by: JKL
designed by: JKL
checked by: RBC
project no.: 019-3475
drawing no.: 0193475_TYP.DWG
date: 12.04.2020

SHEET
2 of 6

DWG: F:\2019\3001-3500\019-3475\40-DESIGN\Exhibits\0193475_GLP.dwg
DATE: Nov 11, 2020 10:50am
XREFS: T_XBASE_0193475 T_PAER_0193475 T_PHTCH_0193475 T_PBASE_0193475 T_PTBLK_0193475
USER: jleek



0' 15' 30' 60'
SCALE IN FEET

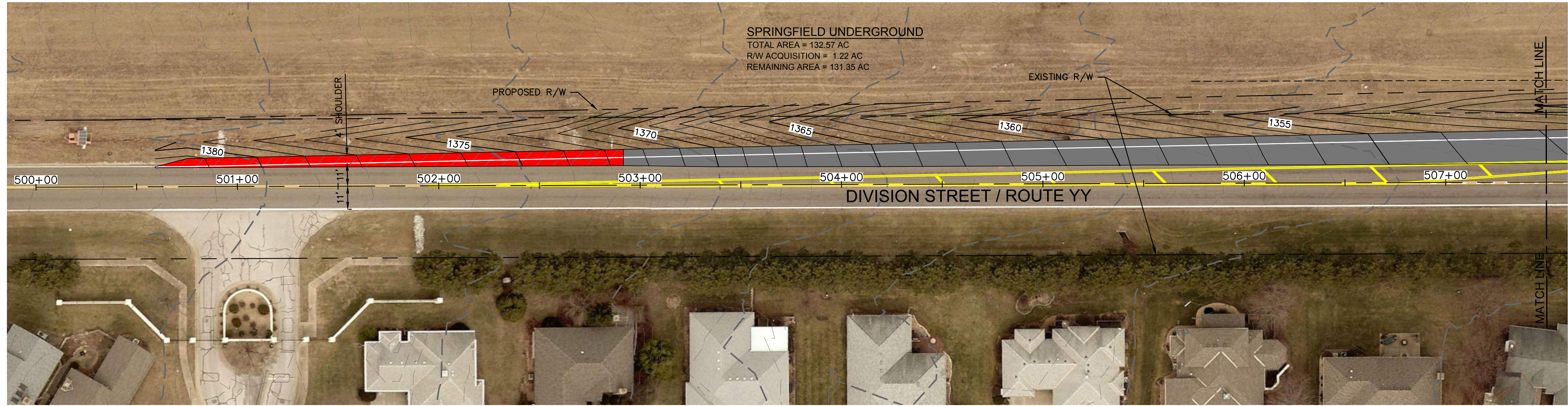
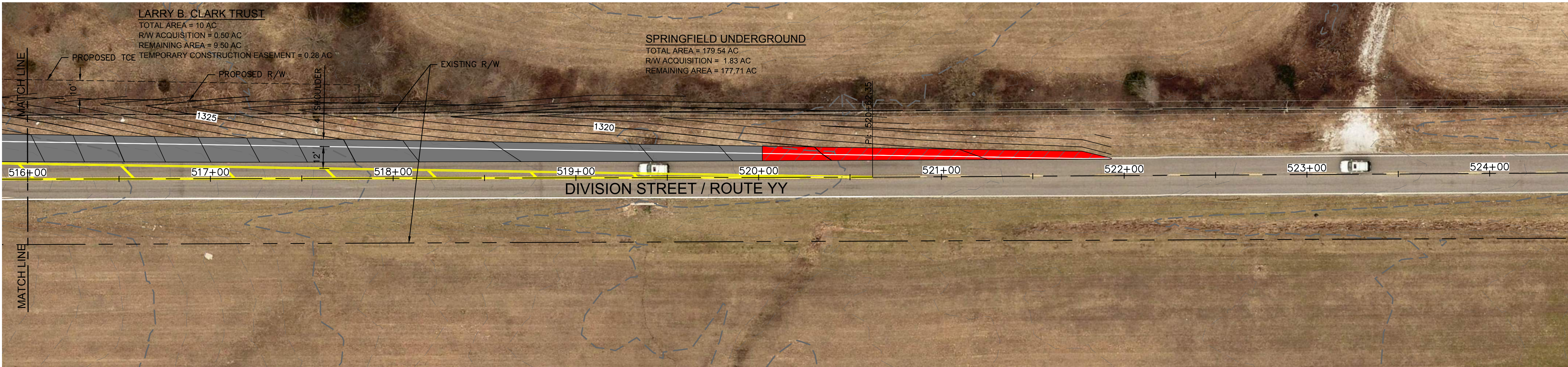
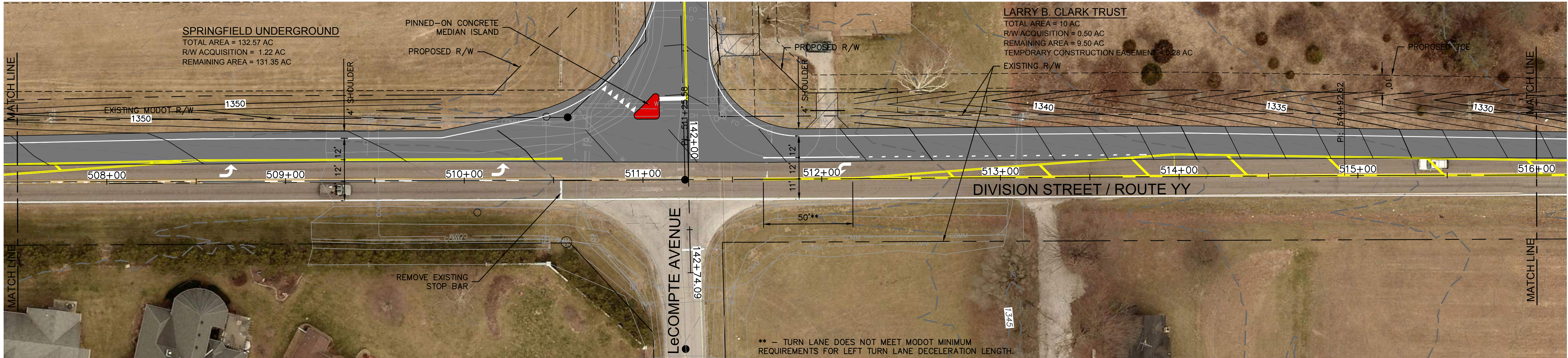
LEGEND

	FULL DEPTH PAVEMENT
	2" ASPHALT OVERLAY
	FULL DEPTH WIDENING
	PERMANENT ROADWAY CLOSURE
	CONCRETE SIDEWALK

CONCEPT PLAN - Lecompte Avenue		REV.	DATE	REVISIONS DESCRIPTION	
		NO.			
LeCOMPTÉ AVENUE IMPROVEMENTS					
SPRINGFIELD, MISSOURI			2020	REVISIONS	

drawn by: JKL
designed by: JKL
checked by: RBC
project no.: 019-3475
drawing no.: 0193475_GLP.DWG
date: 12.04.2020

DWG: F:\2019\3001-3500\019-3475\40-DESIGN\Exhibits\0193475_GLP.dwg
DATE: Nov 11, 2020 10:50am
XREFS: T_XBASE_0193475
USER: jleek
T_PHTCH_0193475
T_PBASE_0193475
T_PTBK_0193475



0'

15'

30'

60'

SCALE IN FEET

N

LEGEND

FULL DEPTH PAVEMENT

2" ASPHALT OVERLAY

FULL DEPTH WIDENING

PERMANENT ROADWAY CLOSURE

CONCRETE SIDEWALK

CONCEPT PLAN - DIVISION STREET (ROUTE YY)		REVISIONS DESCRIPTION	
		REV. NO.	DATE
LeCOMPTRE AVENUE IMPROVEMENTS		2020	
		SPRINGFIELD, MISSOURI	
drawn by: JKL		designed by: JKL	
checked by: RBC		project no.: 019-3475	
drawing no.: 0193475_GLP.DWG		date: 12.04.2020	
SHEET		6 of 6	

olsson

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Springfield, MO 65806
TEL 417.890.8802
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34
35 Section 2 – The budget of the City’s Department of Workforce Development, for
36 Fiscal Year 2021-2022, is hereby amended in the accounts and in the amounts as
37 shown on Budget Adjustment No. 006 in the Amount of \$3,000,545, a copy of which is
38 attached hereto and incorporated herein by reference as “Exhibit A.”
39

40 Section 3 – City Council finds that the budget adjustment made above has been
41 recommended by the City Manager.
42

43 Section 4 – The City Manager is directed to cause the appropriate accounting
44 entries to be made in the books and records of the City. In the event additional funding
45 is provided under this grant by the grantor, the Director of Finance is hereby authorized
46 to adjust this appropriation by an amount not to exceed 20 percent.
47

48 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
49 the acceptance of grant funds from a state or federal government agency and may be
50 passed as a one-reading ordinance under City Charter Section 2.16 (25) as it relates to
51 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
52 this Ordinance shall be in full force and effect from and after passage.
53

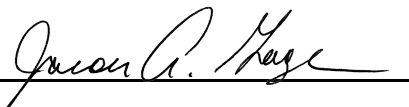
54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63
64 Approved as to form: , Assistant City Attorney
65

66
67 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-186

FILED: 07-20-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the U.S. Department of Labor Employment and Training Administration ("DOL/ETA") in the amount of \$3,000,545 to be utilized to perform grant activities as approved by DOL/ETA for the Pathway Home 2 grant; enter into necessary agreements to carry out the grant; amend the budget of the Department of Workforce Development for Fiscal Year 2021-2022 in the amount of \$3,000,545 to appropriate the grant funds; and declare that this bill qualifies for approval on one reading.

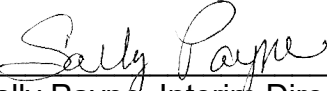
BACKGROUND INFORMATION: The goal of this project is to place a minimum of 400 Justice Involved Individuals ("JII") into the About Persons with Past Legal Issues in Employment ("APPLIE") Program. The APPLIE Program provides funding for courses that prepare JIIs for the job interview process, as well as on-the-job training programs, apprenticeships, and/or education that would prepare each JII to become employed in an industry with local need for more trained workers.

Funding from this grant may be expended July 2, 2021 through December 31, 2024.

Many of these individuals will be released back to the Springfield metropolitan area. Acceptance of this grant will contribute to our region's economic vitality, as well as safer communities.

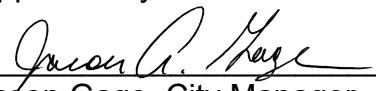
This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25) as it relates to a contract for acceptance of grant funds from a state or federal agency.

Recommended by:



Sally Payne, Interim Director
Department of Workforce Development

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
006

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	416010	000000	00000	\$ 3,000,544	Federal Grant Revenue
Net Revenue Adjustment						\$ 3,000,544	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	500110	000000	00000	\$ 1,036,887	Wages
24340	21	28210	500210	000000	00000	229,120	Lagers
24340	21	28210	500250	000000	00000	112,505	FICA
24340	21	28210	500260	000000	00000	203,294	Health Insurance
24340	21	28210	500280	000000	00000	9,544	Workman's Compensation
24340	21	28210	502320	000000	00000	13,125	Travel
24340	21	28210	501240	000000	00000	24,063	Suplies
24340	21	28210	504580	000000	00000	1,372,006	Other
Net Expenditure Adjustment						\$ 3,000,544	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal grant revenue from the US Department of Labor Employment and Training Administration for the Pathway Home 2 grant.

Requested By:

Sally Payne 07/20-21
Department Head Date

Approved By:

DJ Hill 07/20-21
Director of Finance Date

Authorization:

Council Bill No. 2021-186
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 07-20-21

Sponsored by: Lear

First Reading:

Second Reading:

COUNCIL BILL 2021-187

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Tree Resource
2 Improvement and Maintenance grant from the Missouri Department
3 of Conservation; amending the Fiscal Year 2021-2022 budget of
4 the Department of Public Works in the amount of \$18,663.26 to
5 appropriate grant funds; and declaring that this bill qualifies for
6 approval in one reading.
7
8

9 WHEREAS, the Tree Resource Improvement and Maintenance ("TRIM") grant
10 award is an annual opportunity; and
11

12 WHEREAS, the TRIM grant will assist City staff in obtaining education credits
13 that are required to maintain their urban forestry and arborist licenses, by covering the
14 cost of the Missouri Community Forestry Council conference.
15

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

19 Section 1 – The City Manager, or his designee, is hereby authorized to accept
20 grant funds in the amount of \$18,663.26, from the Missouri Department of
21 Conservation, for a Tree Resource Improvement and Maintenance grant.
22

23 Section 2 – The budget of the Department of Public Works, for Fiscal Year 2021-
24 2022, is hereby amended in the accounts and in the amounts as shown on Budget
25 Adjustment No. 008, a copy of which is attached hereto and incorporated herein by
26 reference as "Exhibit A."
27

28 Section 3 – City Council finds that the budget adjustment made above has been
29 recommended by the City Manager.
30

31 Section 4 – The City Manager is directed to cause the appropriate accounting
32 entries to be made in the books and records of the City.
33

34 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
35 the acceptance of grant funds from the State of Missouri and may be passed as a one-
36 reading ordinance under City Charter Section 2.16(25) as it relates to acceptance of
37 grant funds from a state or federal agency. This Ordinance shall be in full force and
38 effect from and after passage.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor
44

45 Attest: _____, City Clerk
46

47 Filed as Ordinance: _____
48

49
50 Approved as to form: Jim Millington, Deputy City Attorney
51

52
53 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-187

FILED: 07-20-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a Tree Resource Improvement and Maintenance ("TRIM") Grant from the Missouri Department of Conservation allowing Public Works employees and Tree City USA Citizen Advisory Committee members to attend the Missouri Community Forestry Council ("MCFC") annual conference in Branson, Missouri, August 25-27, 2021, and amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$18,663.26 to appropriate the TRIM grant for this purpose.

BACKGROUND INFORMATION: The TRIM Grant is an annual opportunity; however, this is the first year the grant can be used to cover the cost of the MCFC conference. Sending our public grounds employees to this conference provides education and training to make better decisions while managing community trees. It also helps in obtaining education credits that are required to maintain their urban forestry and arborist licenses. Total amount reimbursed for the Missouri Department of Conservation TRIM Grant will be \$18,663.26.

Supports the following City Council Priorities:

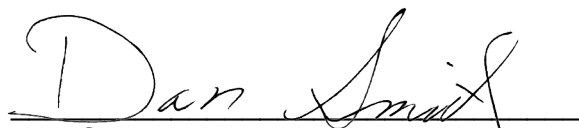
- Quality of Place
- Fiscal Sustainability and Accountability

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

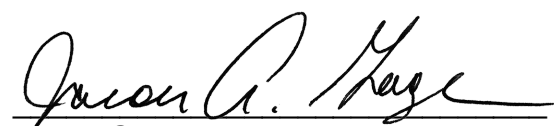
Submitted by:


Kirk Juranas
Assistant Director of Public Works

Recommended by:


Dan Smith
Director of Public Works

Approved by:


Jason Gage
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
008

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46150	20	73020	416020	000000	00000	\$ 18,663.26	Missouri Department of Conservation TRIM Grant Revenues
Net Revenue Adjustment						\$18,663.26	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46150	20	73020	504590	000000	00000	\$ 18,663.26	Professional Development - Missouri Community Forestry Council Annual Conference
Net Expenditure Adjustment						\$ 18,663.26	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-21 budget by appropriating State TRIM Grant funds from the Missouri Department of Conservation to provide funding for various Public Works employees and Tree City USA Citizen Advisory Committee members to attend the Missouri Community Forestry Council annual conference.

Requested By:

Dan Smith 07/20/21
Department Head Date

Approved By:

DJ Holt 07/20/21
Director of Finance Date

Authorization:

Council Bill No. 2021-187
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hmgs. _____
Pgs. 6
Filed: 07-20-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -188

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code, Chapter 50, 'Emergency Services,' Article III,
2 'Automated External Defibrillators,' by deleting Article III in its entirety.
3
4

5 WHEREAS, on February 25, 2001, General Ordinance 5167 established
6 regulations governing automated external defibrillators ("AEDs"); and
7

8 WHEREAS, the Springfield Fire Department ("SFD") became responsible for
9 oversight and management as indicated in Chapter 50, Article III, 'Automated External
10 Defibrillators'; and
11

12 WHEREAS, in 2018, the SFD, in collaboration with the City of Springfield and
13 community partners, and in partnership with Mercy and CoxHealth Hospitals, launched
14 the PulsePoint Respond and PulsePoint AED app-based programs to serve the City of
15 Springfield and the regional service areas of the hospital based Emergency Medical
16 Services ("EMS"); and
17

18 WHEREAS, with the implementation of PulsePoint, the requirements and
19 responsibilities of Article III are no longer applicable as written.
20

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

24 Section 1 – Springfield City Code, Chapter 50, 'Emergency Services,' Article III,
25 'Automated External Defibrillators,' is hereby deleted in its entirety as shown on "Exhibit
26 A," which is attached hereto and incorporated herein by this reference.
27

28 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
29 affect any suit or proceeding now pending in any court or any rights acquired, or liability
30 incurred, nor any cause or cause of action occurred or existing, under any act or
31 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
32 impaired, or affected by this Ordinance.
33

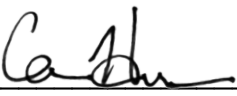
34 Section 3 – This Ordinance shall be in full force and effect from and after
35 passage.
36

37
38 Passed at meeting: _____
39

40 _____
41 Mayor
42

43 Attest: _____, City Clerk
44

45 Filed as Ordinance: _____
46

47
48 Approved as to form:  _____, Assistant City Attorney
49

50
51 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-188

FILED: 07-20-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this bill is to amend Springfield City Code, Chapter 50, 'Emergency Services', Article III, through removal of Article III in total by deletion of the Article.

BACKGROUND INFORMATION: On February 25, 2001, General Ordinance 5167 established regulations governing automated external defibrillators (AEDs) within the community, including a requirement to register AEDs. With adoption, the Springfield Fire Department (SFD) became responsible for oversight and management as indicated in Chapter 50, Article III, Automated External Defibrillators.

In 2018, the SFD, in collaboration with community partners including Mercy and CoxHealth Hospitals, launched the PulsePoint Respond and PulsePoint AED app. These app-based programs serve the City of Springfield and the regional service areas of the hospital-based Emergency Medical Services (EMS).

With the implementation of PulsePoint, the requirements and responsibilities of Article III are no longer applicable as written. Oversight and management of community AEDs are a component of the PulsePoint system. This is the shared responsibility of the hospital systems through the app and include AED data collection, registration, validation and availability.

REMARKS: The SFD is committed to the use of AEDs throughout the community, in collaboration with Mercy and CoxHealth, and through the continued growth of the PulsePoint program in our community.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

(NOTE: Underlined language is to be added. Language to be removed is stricken.)

ARTICLE III. ~~AUTOMATED EXTERNAL DEFIBRILLATORS~~

~~Sec. 50-51. 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:~~

~~*Automated external defibrillator (AED)* means an emergency use medical device used to stop the fibrillation of the heart in a heart attack or cardiac distress situation by the administration of an electrical charge, which is designed to be largely automatic or semiautomatic in operation, and designed for and capable of use by persons other than skilled medical personnel in a hospital setting;~~

~~*Fire department* means the City of Springfield Fire Department;~~

~~*Health department* means Springfield Greene County Health Department;~~

~~*Person* means individual, corporation, partnership, nonprofit organization, association or other business organization of any kind or type, or other entity or organization, governmental, public or private.~~

~~Sec. 50-52. Intent of and purpose of this article.~~

~~The city council finds and declares that the establishment of a policy and procedure regarding the placement and use of automated external defibrillators (AEDs) by qualified personnel in the community can potentially save lives, and will assist in maintaining the health, safety and welfare of the community, and hereby enacts the following provisions of this article to address this purpose, and to promote the safe and proper use of these devices.~~

~~Sec. 50-53. Possession and ownership of external defibrillators (AEDs).~~

~~Any person who presently owns or acquires an AED on or after the effective date of the ordinance from which this section derives, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall do the following:~~

- ~~(1) Register the AED with the fire department. The registration shall be renewed annually for each year the person owns the AED, and shall include information about where the AED is to be located;~~
- ~~(2) Inspect, test, store, maintain and service the AED in accordance with all federal and state laws and regulations, and with standards established by the fire department and the AED manufacturer;~~
- ~~(3) Require all persons expected to operate the AED to complete training upon the use of the AED in accordance with the requirements of RSMo 190.092, 2000;~~

~~as such may be amended from time to time, and with any protocols and standards established by the fire department, and to comply with the other requirements of the statute, protocols and standards;~~

- ~~(4) Notify the fire department as soon as possible, but in no event any later than 24 hours following any use of the AED, and provide the fire department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic or medical provider to which the person was transported following the AED use; and~~
- ~~(5) Keep and maintain records of such AED training, testing, maintenance, servicing, inspection and use, and to make such records available for inspection by fire department personnel or their agents, or health department inspection personnel, upon request at reasonable times and places.~~
- ~~(6) Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation, shall be exempt from the registration and fee requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.~~

~~Sec. 50-54. Emergency contact following AED use.~~

~~Any person who renders emergency care or treatment on a person believed to be in cardiac arrest by the use of an AED outside of a hospital setting shall activate the city emergency medical services system as soon as possible by contacting 911 and requesting an emergency medical response for the incident.~~

~~(G.O. No. 5167, § 1, 3-25-2002)~~

~~Sec. 50-55. Sales of AEDs.~~

~~All persons selling an AED within the city, or which may reasonably be anticipated to be used within the city, shall:~~

- ~~(1) Report the sale of the AED to the fire department. The information to be reported shall include the date of the sale, the manufacturer, model and serial number of the AED sold, the name and address of the seller and the purchaser, whether the AED sold is new or previously used, and, if known, the location where the AED is to be placed; and~~
- ~~(2) Require that the purchaser provide proof that it has or will have complied with the training and other requirements of this ordinance at the time of transfer of the AED to the purchaser for deployment and use by the purchaser.~~

~~Sec. 50-56. Duties of fire department.~~

~~The fire department shall:~~

- ~~(1) Develop and establish standards and protocols for the training of AED operators and AED testing, maintenance, servicing and inspection. Said standards and protocols shall be available for public inspection at fire department headquarters. A copy of such standards and protocols shall also be provided to each AED licensee at the time of such licensing and each renewal thereof; and~~
- ~~(2) Receive and maintain records of the information required to be reported under this article regarding AED registration, sales and incidents involving the use of an AED, and provide the location and ownership information regarding AEDS within the city in its possession to the city's emergency communications department.~~
- ~~(3) The fire department may contract with an outside person or organization for assistance in the performance of all or part of its duties under this section, and may delegate its duties to the contracting person or organization.~~

~~Sec. 50-57. Enforcement; penalty.~~

- ~~(a) All persons owning or possessing AEDs shall allow inspection personnel of the health or fire departments access to locations of their AEDs and records of their maintenance, inspection and operator training at reasonable times and places to ensure compliance with the provisions of this article.~~
- ~~(b) Any person who violates or causes a violation of any provision of this article shall be punished, upon conviction, in accordance with the provisions of section 1-7.~~

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-20-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -189

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
3 additions,' by adding specific local amendments to Section 510
4 'Emergency Responder Radio Coverage,' subsections 510.4.1.1 and
5 510.4.1.2, of the 2018 International Fire Code, relating to modifying the
6 Delivered Audio Quality of the Trunked 800 MHz radio system.
7
8

9 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
10 International Fire Code ("Fire Code") by General Ordinance 6463; and
11

12 WHEREAS, the Fire Department regularly identifies opportunities for improved
13 safety and has determined that certain alterations of the Fire Code are appropriate to
14 meet the needs of the community; and
15

16 WHEREAS, the Springfield Fire and Police Departments utilize the Trunked 800
17 MHz radio system ("TRS") on all emergency operations; and
18

19 WHEREAS, connection to the TRS without interruption is critical to the life-safety
20 of emergency services personnel; and
21

22 WHEREAS, the Fire Department seeks to amend the specified subsections of
23 IFC Section 510, modifying the Delivered Audio Quality ("DAQ") from 3.0 to 3.4, in
24 anticipation of pending implementation of upgrades to the TRS to meet the federal P25
25 mandate.
26

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

30 Section 1 – City Council hereby amends the Springfield City Code, Chapter 54,
31 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32,
32 'Amendments and additions,' by adding specific local amendments to Section 510
33 'Emergency Responder Radio Coverage,' subsections 510.4.1.1 and 510.4.1.2, of the

2018 International Fire Code, relating to modifying the Delivered Audio Quality of the Trunked 800 MHz radio system to read as set forth in "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim. to read as set forth in "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim.

Section 2 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred, nor any cause or cause of action occurred or existing, under any act or ordinance repealed hereby. -Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

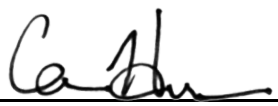
Section 4 – This Ordinance shall be in full force and effect from and after passage.

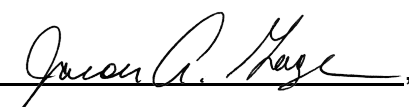
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-189

FILED 07-20-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this bill is to update the current Springfield Fire Prevention code by modifying the 2018 International Fire Code ("IFC"), and amending the language of Chapter 5, Fire Service Features, Section 510, Emergency Responder Radio Coverage, subsections 510.4.1.1 and 510.4.1.2.

BACKGROUND INFORMATION: The Springfield Fire Department ("SFD") regularly identifies opportunities for improved safety in the community and for improved delivery of emergency services.

The City of Springfield Fire and Police Departments utilize the Trunked 800 MHz radio system ("TRS") on all emergency operations. Connection to the TRS without interruption is critical to the life-safety of emergency services personnel.

The SFD seeks to amend the specified subsections of IFC Section 510, modifying the Delivered Audio Quality ("DAQ") from 3.0 to 3.4, in anticipation of pending implementation of upgrades to the TRS to meet the federal P25 mandate. This modification is the threshold rating considered acceptable for P25 radios in a public safety system.

REMARKS: City Utilities of Springfield migration of the TRS backbone to meet P25 requirements is currently underway. Migration of Fire and Police Department radios began in March, 2021 and will continue until completed.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

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

Section 510. Emergency Responder Radio Coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the *fire code official*. The inbound signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.03.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the *fire code official*. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.03.4 or an equivalent SINR applicable to the technology for either analog or digital signals.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-20-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -190

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Chapter 9, 'Fire Protection and Life
3 Safety Systems,' Section 901, by creating a new subsection of
4 901.6.1.1, 'Vendor Registration,' and revising the current numbering of
5 subsection 901.6.1.1 to become 901.6.1.2, 'Certifications,' and
6 amending the language.
7
8

9 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
10 International Fire Code ("Fire Code") by General Ordinance 6463; and
11

12 WHEREAS, the Springfield Fire Department ("SFD") regularly identifies
13 opportunities for improved safety in the community and to lessen the financial impact
14 where possible; and
15

16 WHEREAS, the SFD seeks to amend the specified subsections of IFC Section
17 901 to establish the process for fire protection system Inspection, Testing and
18 Maintenance ("ITM") vendors to register with the Fire Department; and
19

20 WHEREAS, establishing the registration process through the IFC will codify the
21 process in Code, and allow vendors seeking to operate in Springfield to easily identify
22 requirements using Municode.
23

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

27 Section 1 – City Council hereby amends the Springfield City Code, Chapter 54,
28 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Chapter 9, 'Fire
29 Protection and Life Safety Systems,' Section 901, by creating a new subsection
30 901.6.1.1, 'Vendor Registration,' and revising the current numbering of subsection
31 901.6.1.1 to become 901.6.1.2, 'Certifications,' to read as set forth in "Exhibit A," which
32 is attached hereto and incorporated herein as if copied verbatim.
33

34 Section 2 – Severability Clause. If any section, subsection, sentence, clause, or
35 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
36 affect the validity of the remaining portions of this Ordinance. City Council hereby
37 declares that it would have adopted the Ordinance and each section, subsection,
38 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
39 sections, subsections, sentences, clauses, or phrases be declared invalid.

40
41 Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to
42 affect any suit or proceeding now pending in any court or any rights acquired, or liability
43 incurred, nor any cause or cause of action occurred or existing, under any act or
44 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
45 impaired, or affected by this Ordinance.

46
47 Section 4 – This Ordinance shall be in full force and effect from and after
48 passage.

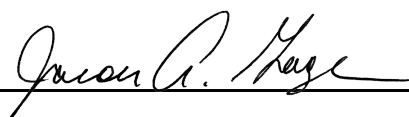
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50 Passed at meeting: _____

51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form:  _____, Assistant City Attorney

60
61 Approved for Council action:  _____, City Manager
62
63

EXPLANATION TO COUNCIL BILL 2021-190

FILED: 07-20-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this bill is to update the City of Springfield Fire Prevention code by modifying the 2018 International Fire Code ("IFC"), Chapter 9, Fire Protection and Life Safety Systems, Section 901, creating a new subsection 901.6.1.1, Vendor Registration, and revising the current subsection 901.6.1.1 to become 901.6.1.2, Certifications, and amending the language.

BACKGROUND INFORMATION: The Springfield Fire Department ("SFD") regularly identifies opportunities for improved safety in the community and to lessen the financial impact.

The SFD seeks to amend the specified subsections of IFC Section 901 to establish the process for fire protection system Inspection, Testing and Maintenance ("ITM") vendors to register with the Fire Department. Most ITM vendors operating within the City of Springfield have voluntarily registered allowing for a simple means of tracking IFC required certifications of ITM personnel. Establishing the registration process through the IFC will codify the process in Code, and allow vendors seeking to operate in Springfield to easily identify requirements using Municode.

REMARKS: A voluntary ITM vendor registration process is in use; Adoption of the proposed IFC language would establish registration as a mandatory requirement.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

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

Section 901 General

901.6.1.1 Vendor Registration. Any person or company conducting inspection, testing and maintenance activities on fire protection and water supply systems within the City of Springfield must register with the Springfield Fire Department. The following is required of each registered vendor:

1. Establishment of a vendor profile including contact information, listing of the types of fire protection systems inspected, tested or maintained by the vendor and a listing of current inspectors, their level of training certification and certification expiration date.

42. City of Springfield Business License

901.6.1.42 Certifications. Persons performing required fire protection system(s) and water supply testing and maintenance as the lead inspector on the following fire protection system(s) shall possess a valid certification from The National Institute for Certification in Engineering Technologies as the industry standard. ~~NICET Level I will be accepted through December 31, 2020, and~~ NICET Level II certification is required from January 1, 2021 forward for the lead inspector. The lead inspector is responsible for supervision and approval of the testing process and its documentation. NICET Level I certification is preferred for individuals working under the lead inspector.

~~Sprinkler systems~~

~~Standpipe systems~~

~~Fire pump(s)~~

~~Fire alarm systems~~

~~Private fire hydrant(s)~~

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-20-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -191

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' specifically Appendix D, Section
3 D102, 'Required Access,' and amending language contained within
4 subsection D102.1, 'Access and loading.'

5 _____
6
7 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
8 International Fire Code ("Fire Code") by General Ordinance 6463; and
9

10 WHEREAS, the Springfield Fire Department ("SFD") regularly identifies
11 opportunities for improved safety in the community and to lessen the financial impact
12 when possible; and
13

14 WHEREAS, the SFD seeks to amend the specified Appendix D, Section D102,
15 'Required Access,' and amending language contained within subsection D102.1,
16 'Access and loading'; and
17

18 WHEREAS, due to the increased weight of aerial ladder apparatus used by the
19 SFD a modification to Appendix D is necessary.
20

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

24 Section 1 – City Council hereby amends the Springfield City Code, Chapter 54,
25 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' specifically Appendix
26 D, Section D102, 'Required Access,' by amending language contained within
27 subsection D102.1, 'Access and loading,' to read as set forth in "Exhibit A," which is
28 attached hereto and incorporated herein as if copied verbatim.
29

30 Section 2 – Severability Clause. If any section, subsection, sentence, clause, or
31 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
32 affect the validity of the remaining portions of this Ordinance. City Council hereby
33 declares that it would have adopted the Ordinance and each section, subsection,

34 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
35 sections, subsections, sentences, clauses, or phrases be declared invalid.

36
37 Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to
38 affect any suit or proceeding now pending in any court or any rights acquired, or liability
39 incurred, nor any cause or cause of action occurred or existing, under any act or
40 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
41 impaired, or affected by this Ordinance.

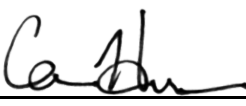
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43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

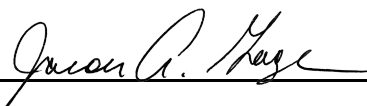
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46 Passed at meeting: _____

47
48
49 _____
50 Mayor

51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55  _____, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-191

FILED: 07-20-21

ORIGINATING DEPARTMENT: Fire

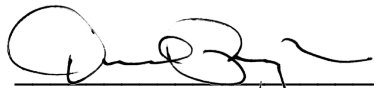
PURPOSE: The purpose of this bill is to update the current Springfield Fire Prevention code by modifying the 2018 International Fire Code ("IFC"), specifically Appendix D, Section D102, 'Required Access,' and amending language contained within subsection D102.1, 'Access and loading.'

BACKGROUND INFORMATION: The Springfield Fire Department ("SFD") regularly evaluates opportunities for improved safety in the community and has identified design requirements for fire department access roads.

The SFD seeks to modify the specified subsection of the IFC contained in Appendix D, modifying "...the imposed load of fire apparatus weighing up to 75,000 pounds", deleting the '75,000 pounds' weight requirement and replacing with '85,000 pounds'.

REMARKS: This request for modification is necessary to due to the increased weight of aerial ladder apparatus used by the SFD. Apparatus design and materials have changed resulting in heavier fire apparatus. The SFD is unaware of any outstanding concerns associated with the proposed amendments to the IFC.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

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

Section D101

General

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~85,000 pounds (~~34,050~~38,555kg).

One-rdg. X
P. Hrngs.
Pgs. 28
Filed: 07-20-21

Sponsored by: Simpson

First Reading:

Second Reading:

COUNCIL BILL 2021-192

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City of Springfield Fire Department to enter into an agreement
2 with the Missouri Department of Labor for the establishment of a
3 Firefighter Apprenticeship program.
4
5

6 WHEREAS, the Department of Labor Registered Apprenticeship Program will
7 formally enter the Springfield Fire Department ("SFD") employees in a federally
8 recognized trades and labor program; and
9

10 WHEREAS, the program provides resources for both the employer and the
11 employee; and
12

13 WHEREAS, the City as the employer benefits as part of a nationally recognized
14 training program, assisting with recruitment, retention, policy guidance, and consistency;
15 and
16

17 WHEREAS, employees benefit from inclusion in a program that recognizes
18 completion of training associated with the trades and labor group, providing proof of
19 training; and leads to certification and college credit through verification of completed
20 training.
21

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

25 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
26 an Agreement with the Department of Labor, said agreement to be in substantially the
27 form as the document attached hereto and incorporated herein by reference as "Exhibit
28 A."
29

30 Section 2 – This Ordinance shall be in full force and effect from and after
31 passage.
32

33 Passed at meeting:

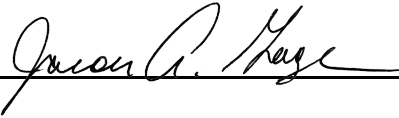
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 192

FILED: 07-20-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this Bill is to seek and receive permission for the City of Springfield Fire Department to enter into agreement with the Missouri Department of Labor for the establishment of a Firefighter Apprenticeship program.

BACKGROUND INFORMATION: The Department of Labor Registered Apprenticeship Program formally enters the City of Springfield Fire Department employees in a federally recognized trades and labor program. This program provides resources for both the employer and the employee. The employer benefits as part of a nationally recognized training program, assisting with recruitment, retention, policy guidance, and consistency. The employee benefits from the inclusion in a program that recognizes completion of training associated with the trades and labor group, providing proof of training, and leading to certification and college credit through verification of completed training.

Approval of this Council Bill provides the Fire Chief permission to sign and execute applicable documents associated with this agreement.

REMARKS: The state of Missouri has 14,200 active Apprentices and 485 active apprentice programs, including 33 new programs in FY2020. This agreement establishes the City of Springfield Fire Department as the first fire department in the state of Missouri in the Apprenticeship Program.

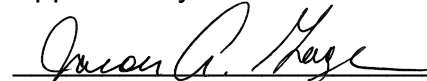
The Fire Department would coordinate activities of the Firefighter Apprenticeship program with the City of Springfield Department of Workforce Development.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager



Registered Apprenticeship Standards

- ☐ National Program Standards ☐ National Guidelines for Apprenticeship Standards
☒ **Local Apprenticeship Standards** ☐ Revised Standards

Adopted by:



830 N. Boonville Ave., Springfield, MO 65802
www.springfieldmo.gov/399/Fire-Department

Occupation(s): *FIREFIGHTER*

O*NET-SOC Code(s): *33-2011.00*

RAPIDS Code(s): *0195*

Developed in Cooperation with and Approved by the
U.S. DEPARTMENT OF LABOR
Office of Apprenticeship

Registered By: **Tracy D. Laughery**

Apprenticeship and Training Representative
U.S. Department of Labor
Office of Apprenticeship

Registration Date: **06/24/2021**

Registration Number: **2021-MO-**

Approved By: **Debra Cremeens-Risinger**

Signature: _____

Missouri State Director
U.S. Department of Labor
Office of Apprenticeship



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SECTION I – STANDARDS OF APPRENTICESHIP 29 CFR § 29.5

- A. Responsibilities of the sponsor:** [The Springfield Fire Dept.](#) must conduct, operate, and administer this program in accordance with all applicable provisions of Title 29 Code of Federal Regulations (CFR) parts 29 and 30, and all relevant guidance issued by the Office of Apprenticeship (OA). The sponsor must fully comply with the requirements and responsibilities listed below and with the requirements outlined in the document **“Requirements for Apprenticeship Sponsors Reference Guide.”**

Sponsors shall:

- Ensure adequate and safe equipment and facilities for training and supervision and provide safety training for apprentices on-the-job and in related instruction.
- Ensure there are qualified training personnel and adequate supervision on the job.
- Ensure that all apprentices are under written apprenticeship agreements incorporating, directly or by reference, these standards and the document “Requirements for Apprenticeship Sponsors,” and that meets the requirements of Title 29, CFR part 29.7. Form ETA 671 may be used for this purpose and is available upon logging into RAPIDS.
- Register all apprenticeship standards with the U.S. Department of Labor, including local variations, if applicable.
- Submit apprenticeship agreements within 45 days of enrollment of apprentices.
- Arrange for periodic evaluation of apprentices’ progress in skills and technical knowledge, and maintain appropriate progress records.
- Notify the U.S. Department of Labor within 45 days of all suspensions for any reason, reinstatements, extensions, transfers, completions and cancellations with explanation of causes. Notification may be made in RAPIDS or using the contact information in Section K.
- Provide each apprentice with a copy of these standards, Requirements for



Apprenticeship Sponsors Reference Guide, and Appendix A, any applicable written rules and policies, and require apprentices to sign an acknowledgment of their receipt. If the sponsor alters these standards or any Appendices to reflect changes it has made to the apprenticeship program, the sponsor will obtain approval of all modifications from the Registration Agency, then provide apprentices a copy of the updated standards and Appendices and obtain another acknowledgment of their receipt from each apprentice.

B. Minimum Qualifications - 29 CFR §29.5(b)(10)

Applicants will meet the following minimum qualifications. These qualification standards, and the score required on any standard for admission to the applicant pool, must be directly related to job performance, as shown by a statistical relationship between the score required for admission to the pool and performance in the apprenticeship program:

1. Age: Minimum qualifications required by the sponsor for persons entering the apprenticeship program, with an eligible starting age not less than 18 years.
2. Physical: Must be able to perform the essential functions of this occupation with/without reasonable accommodations and without posing a direct threat to the health and safety of the individual or others. Visual defects cannot exceed 20/100 in both eyes and vision must be corrected to 20/30 in both eyes; successful long-term soft contact lens wearers shall not be subject to the uncorrected criterion; must be able to distinguish primary colors; must be able to pass a post offer medical examination including a hearing test.
3. Education: Must be a high school graduate or have G.E.D. Must possess an Emergency Medical Technician–B license **or** Firefighter I and II certifications **or** 36 hours of college credit from an accredited college or university **or** two years of cumulative active duty military service with an honorable discharge.
4. Other: Must possess and maintain a valid motor vehicle license.

C. Apprenticeship Approach and Term - 29 CFR § 29.5(b)(2)

The selected apprenticeship training approach (Time Based, Competency Based, or Hybrid) is found within each Appendix A to these Standards.

D. Work Process Schedule and Related Instruction Outline - 29 CFR § 29.5(b)(4)

Every apprentice is required to participate in Related Instruction in technical subjects related to the occupation. Apprentices **WILL** be paid for hours spent attending Related Instruction classes. The Work Process Schedule and Related Instruction Outline are found within each Appendix A to these Standards.

E. Credit for Previous Experience – 29 CFR § 29.5(b)(12)

Apprentice applicants seeking credit for previous related technical instruction gained outside the apprenticeship program must furnish such transcripts, records, affidavits, etc. that may be appropriate to substantiate the claim. [*The Springfield Fire Dept.*](#) will evaluate the request for previous learning and a determination will be made during the apprentice's



probationary period.

F. Probationary Period – (29 CFR § 29.5 (b)(8) and (20))

Every applicant selected for apprenticeship will serve a probationary period which may not exceed 25 percent of the length of the program or 1 year whichever is shorter. The probationary period is found within each Appendix A to these Standards.

G. Ratio of Apprentices to Journeyworkers - 29 CFR § 29.5 (b)(7)

Every apprenticeship program is required to provide an apprenticeship ratio of apprentices to journeyworkers for adequate supervision. This ratio is found within each Appendix A to these Standards.

H. Apprentice Wage Schedule - 29 CFR § 29.5 (b)(5)

Apprentices must be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate. This progressive wage schedule is found within each Appendix A to these Standards.

I. Equal Employment Opportunity and Affirmative Action

1. Equal Opportunity Pledge - 29 CFR §§ 29.5(b)(21) and 30.3(c)(1)

[The Springfield Fire Dept.](#) will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40-years old or older.

[The Springfield Fire Dept.](#) will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30.

2. Affirmative Action Program - 29 CFR §§ 29.5(b)(21), 30.4, and 30.10

[The Springfield Fire Dept.](#) acknowledges that it will adopt an affirmative action plan in accordance with 29 Title CFR § 30.4-30.9 (required for sponsors with five or more registered apprentices by two years from the date of the sponsor's registration or by two years from the date of registration of the program's fifth (5th) apprentice). Information and technical assistance materials relating to the creation and maintenance of an affirmative action plan will be made available on the Office of Apprenticeship's website.

3. Selection Procedures - 29 CFR § 30.10

Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). Selection procedures for each occupation for which the sponsor intends to train apprentices are found within each Appendix A to these Standards



J. Complaint Procedures - 29 CFR §§ 29.5(b)(22), 29.7(k), 29.12, and 29 CFR § 30.14

If an applicant or an apprentice believes an issue exists that adversely affects the apprentice's participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, the applicant or apprentice may seek relief. Nothing in these complaint procedures precludes an apprentice from pursuing any other remedy authorized under another Federal, State, or local law. Below are the methods by which apprentices may send a complaint:

- 1. Complaints regarding discrimination.** Complaints must contain the complainant's name, address, telephone number, and signature, the identity of the respondent, and a short description of the actions believed to be discriminatory, including the time and place. Generally, a complaint must be filed within 300 days of the alleged discrimination. Complaints of discrimination should be directed to the following contact:

Name: [U.S. Dept. of Labor, Office of Apprenticeship](#)

[Attn: Chief, Division of Registered Apprenticeship and Policy](#)

Address: [200 Constitution Ave., NW](#)

[Washington, DC 20210](#)

Telephone Number: [202-693-2796](#)

Email Address: ApprenticeshipEEOcomplaints@dol.gov

- 2. Other General Complaints.** The sponsor will hear and attempt to resolve the matter locally if written notification from the apprentice is received within 15 days of the alleged violation(s). The sponsor will make such rulings as it deems necessary in each individual case within 30 days of receiving the written notification. Any complaint described in that cannot be resolved by the program sponsor to the satisfaction of all parties may be submitted to the Registration Agency. Complaints may be filed with the Sponsor at:

Name: [Olan Morelan, Asst. Fire Chief](#)

Address: [830 Boonville Ave.](#)

[Springfield, MO 65802](#)

Telephone Number: [\(417\) 874-2330](#)

Email Address: omorelan@springfieldmo.gov

K. Registration Agency General Contact Information 29 CFR § 29.5(b)(17)

The Registration Agency is the United States Department of Labor's Office of Apprenticeship. General inquiries, notifications and requests for technical assistance may be submitted to the Registration Agency using the contact information below:

Name: [U.S. Dept. of Labor, Office of Apprenticeship, Attn: Tracy D. Laughery](#)



Address: [901 East St. Louis Street, Suite 200-12](#)
[Springfield, MO 65806](#)

Telephone Number: [417-831-1693](#)

Email Address: Laughery.Tracy.D@dol.gov

L. Reciprocity of Apprenticeship Programs 29 CFR § 29.13 (a)(7)

States must accord reciprocal approval for Federal purposes to apprentices, apprenticeship programs and standards that are registered in other States by the Office of Apprenticeship or a Registration Agency if such reciprocity is requested by the apprenticeship program sponsor.

Program sponsors seeking reciprocal approval must meet the wage and hour provisions and apprentice ratio standards of the reciprocal State.

SECTION II - APPENDICES AND ATTACHMENTS

- ☒ **Appendix A** – *Work Process Schedule, Related Instruction Outline, Apprentice Wage Schedule, Ratio of Apprentices to Journeyworkers, Type of Occupation, Term of Apprenticeship, Selection Procedures, and Probationary Period*
- ☒ **Appendix B** – *ETA 671 - Apprenticeship Agreement and Application for Certification of Completion of Apprenticeship (To be completed after registration)*
- ☒ **Appendix C** – *Affirmative Action Plan* (Required within two years of registration unless otherwise exempt per 29 CFR §30.4(d))
- ☒ **Appendix D** – *Employer Acceptance Agreement (For programs with multiple-employers only)*



SECTION III - VETERANS' EDUCATIONAL ASSISTANCE AS MANDATED BY PUBLIC LAW 116-134 (134 STAT. 276)

Pursuant to section 2(b)(1) of the Support for Veterans in Effective Apprenticeships Act of 2019 (Pub. L. 116-134, 134 Stat. 276), by signing these program standards, the program sponsor official whose name is subscribed below assures and acknowledges to the U.S. Department of Labor's Office of Apprenticeship the following regarding certain G.I. Bill and other VA-administered educational assistance referenced below (and described in greater detail at the VA's website at: <https://www.va.gov/education/eligibility>) for which current apprentices and/or apprenticeship program candidates may be eligible:

- (1) The program sponsor is aware of the availability of educational assistance for a veteran or other eligible individual under chapters 30 through 36 of title 38, United States Code, for use in connection with a registered apprenticeship program;
- (2) The program sponsor will make a good faith effort to obtain approval for educational assistance described in paragraph (1) above for, at a minimum, each program location that employs or recruits a veteran or other eligible individual for educational assistance under chapters 30 through 36 of title 38, United States Code; and
- (3) The program sponsor will not deny the application of a qualified candidate who is a veteran or other individual eligible for educational assistance described in paragraph (1) above for the purpose of avoiding making a good faith effort to obtain approval as described in paragraph (2) above.

NOTE: The aforementioned requirements of Public Law 116-134 shall apply to "any program applying to become a registered apprenticeship program on or after the date that is 180 days after the date of enactment of this Act" (i.e., September 22, 2020). Accordingly, apprenticeship programs that were registered by a Registration Agency before September 22, 2020, are not subject to these requirements.



SECTION IV - SIGNATURES

OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS

The undersigned sponsor hereby subscribes to the provision of the Apprenticeship Standards formulated and registered by [The Springfield Fire Department](#), on this 24th day of June, 2021).

The signatories acknowledge that they have read and understand the document titled "Requirements for Apprenticeship Sponsors Reference Guide" and that the provisions of that document are incorporated into this agreement by reference unless otherwise noted.

Signature of Sponsor (designee)

(Requires Manual Signature)

Printed Name

SECTION V - DISCLOSURE AGREEMENT (Optional)

I, _____, acting on behalf of [The Springfield Fire Dept.](#) authorize OA to share the Work Process Schedule and Related Instruction Outline in Appendix A with other potential apprenticeship sponsors.

Signature

(Requires Manual Signature)

Date

Printed Name



STANDARDS OF APPRENTICESHIP - CHECKLIST

PROGRAM SPONSOR: **The Springfield Fire Dept.**

DATE COMPLETED: **June 24, 2021**

An Apprenticeship Program to be eligible for registration/approval by a Registration Agency must conform to the following standards. The program must have an organized, written plan (program standards) embodying the terms and conditions of employment, training and supervision of one or more Apprentices in the apprenticeable occupation as defined in this part, and subscribed to by a sponsor who has undertaken to carry out the Apprentice Training Program. The program standards must contain provisions that address:

Boilerplate Standards Page 1 and Appendix A	(1) <u>SKILLED OCCUPATION:</u> The employment and training of the Apprentice in a skilled occupation. 29.5(b)(1)
Appendix A	(2) <u>TERM:</u> A term of apprenticeship, which for an individual apprentice may be measured either through the completion of the industry standard for on-the-job learning not less than 2,000 (two thousand) hours of work experience, consistent with training requirements as established by industry practice. (Time-based, Competency-based, Hybrid). 29.5(b)(2)
Appendix A	(3) <u>WORK PROCESSES:</u> An outline of the work processes in which the apprentice will receive supervised work experience and training on the job, and the allocation of the approximate amount of time to be spent in each major process. 29.5(b)(3)
Appendix A	(4) <u>RELATED TRAINING:</u> Provision for organized related instruction in technical subjects related to the occupation. A minimum of 144 hours for each year of apprenticeship is recommended. This instruction in technical subjects may be accomplished through media such as classroom, occupational or industry courses, electronic media, or other instruction approved by the Registration Agency. 29.5(b)(4)
Appendix A	(5) <u>WAGES:</u> A progressively increasing schedule of wages to be paid the apprentice consistent with the skill acquired. The entry wage must not be less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable Federal law, State law, respective regulations, or by collective bargaining agreement. 29.5(b)(5)
Boilerplate Standards Page 2	(6) <u>PERIODIC REVIEW:</u> Periodic review and evaluation of the apprentice's performance on the job and in related instruction, and the maintenance of appropriate progress records. 29.5(b)(6)
Appendix A	(7) <u>RATIO:</u> The numeric ratio of apprentices to journeymen, consistent with proper supervision, training, safety and continuity of employment, and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. The ratio language must be specific and clear described as to its application to the job site, workforce,



	department or plant. 29.5(b)(7)
Appendix A	(8) PROBATIONARY PERIOD: A probationary period reasonable in relation to the full apprenticeship term, with full credit given for such period toward completion of the apprenticeship. The probationary period cannot exceed 25 percent of the length of the program, or 1 year, whichever is shorter. 29.5(b)(8)
Requirements Document Page 1	(9) SAFETY: Adequate and safe equipment and facilities for training and supervision, and safety training for apprentices on the job and in related instruction. 29.5(b)(9)
Boilerplate Standards Page 3	(10) MINIMUM QUALIFICATIONS: The minimum qualifications required by a Sponsor for persons entering the Apprenticeship Program, with an eligible starting age of not less than sixteen (16) years. 29.5(b)(10)
Appendix B	(11) APPRENTICESHIP AGREEMENT: The placement of an apprentice under a written Apprenticeship Agreement that meets the requirements by § 29.7 or the State apprenticeship law of a recognized Registration Agency. The Agreement must directly, or by reference, incorporate the Standards of the Program as part of the Agreement. 29.5(b)(11)
Boilerplate Standards Page 3	(12) CREDIT FOR PREVIOUS EXPERIENCE: The granting of advanced standing or credit for demonstrated competency, acquired experience, training or skills for all applicants equally, with commensurate wages for any progression step so granted. 29.5(b)(12)
Requirements Document Page 2	(13) TRANSFER OF TRAINING: Transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committees or program sponsors, and must comply with the following requirements. 29.5(b)(13)
Boilerplate Standards Page 2	(14) QUALIFIED TRAINERS AND SUPERVISION: Assurance of qualified training personnel and adequate supervision on the job. 29.5(b)(14)
Requirement Documents Page 4	(15) COMPLETION CERTIFICATE: Recognition for successful completion of apprenticeship evidenced by an appropriate certificate issued by the Registration Agency. 29.5(b)(15)
Appendix A	(16) COMPETENCY-BASED OR HYBRID APPROACH: Program standards that utilize the competency-based or hybrid approach for progression through an apprenticeship and that choose to issue interim credentials must clearly identify the interim credentials, demonstrate how these credentials link to the components of the apprenticeable occupation, and establish the process for assessing an individual apprentice's demonstration of competency associated with the particular interim credential. Further, interim credentials must only be issued for recognized components of an apprenticeable occupation, thereby linking interim credentials specifically to the knowledge, skills, and abilities associated with those components of the apprenticeable occupation. 29.5(b)(16)
Boilerplate Standards page 6 or 7	(17) REGISTRATION AGENCY: Identification of the Registration Agency as the US Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency. 29.5(b)(17)



Requirements Document Page 2	(18) <u>REGISTRATION/CANCELLATION/DEREGISTRATION OF PROGRAM:</u> Provision for the registration, cancellation, and deregistration of the program and for the prompt submission of any program standard modification or amendment to the Registration Agency for approval. 29.5(b)(18)
Requirements Document Page 3	(19) <u>REGISTRATION/COMPLETION/CANCELLATION OF APPRENTICES:</u> Provision for registration of apprenticeship agreements, modifications, and amendments; notice to the Registration Agency of persons who have successfully completed apprenticeship programs; and notice of transfers, suspensions and cancellations of apprentice agreements and a statement of the reasons therefore. 29.5(b)(19)
Appendix A and Requirements Document Page 5	(20) <u>PROBATIONARY PERIOD TERMINATION:</u> Authority for the cancellation of an apprenticeship agreement during the probationary period by either party without stated cause, cancellation during the probationary period will not have an adverse impact on the sponsor's completion rate. 29.5(b)(20)
Boilerplate Standards page 4	(21) <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> Compliance with 29 CFR part 30, including the equal opportunity pledge prescribed in 29 CFR 30.3(c); an affirmative action plan complying with 29 CFR 30.4; and a method for the selection of apprentices authorized by 29 CFR 30.10, or compliance with parallel requirements contained in a State plan for equal opportunity in apprenticeship adopted under 29 CFR part 30 and approved by the Department. The apprenticeship standards must also include a statement that the program will be conducted, operated and administered in conformity with applicable provisions of 29 CFR part 30, as amended, or, if applicable, an approved State plan for equal opportunity in apprenticeship. 29.5(b)(21)
Boilerplate Standards page 5	(22) <u>PERSON TO RECEIVE COMPLAINTS:</u> Contact information (name, address, telephone number, and email address is appropriate for the appropriate individual with authority under the program to receive, process and make disposition of complaints. 29.5(b)(22)
Boilerplate Standards Page 2	(23) <u>RECORDS MAINTENANCE:</u> Recording and maintenance of all records concerning apprenticeship as may be required by the Office of Apprenticeship or recognized State Apprenticeship Agency and other applicable law. 29.5(b)(23)
Boilerplate Standards page 6	(24) <u>RECIPROCITY OF APPRENTICESHIP PROGRAMS:</u> Recording and maintenance of all records concerning apprenticeship as may be required by the Office of Apprenticeship or recognized State Apprenticeship Agency and other applicable law. 29.13(a)(7)
Boilerplate Standards page 5 and Appendix A	(24) <u>SELECTION PROCEDURES:</u> Every sponsor will adopt selection procedures for their apprenticeship programs, consistent with the requirements set forth in 29 CFR § 30.10(b). Every sponsor must comply with the Uniformed Guidelines on Employee Selection Procedures (UGESP) 41 part 60-3. See Appendix A to enter your selection procedures for each occupation for which the sponsor intends to train apprentices. 30.10
APPENDIX A	(24) <u>WORK PROCESS SCHEDULE/RELATED INSTRUCTION OUTLINE</u>



APPENDIX B	(25) APPRENTICESHIP AGREEMENT-ETA 671 FORM
APPENDIX C	(26) AFFIRMATIVE ACTION PLAN - The sponsor has two years to develop an AAP per revised Title 29, CFR part 30.4(e)(1)(i)(ii)
APPENDIX D	(28) EMPLOYER ACCEPTANCE AGREEMENT
	(29) ALL DOCUMENTS HAVE BEEN CHECKED FOR SPELLING, FORMATTING, GRAMMAR, (INCLUDING TABLE OF CONTENTS), ETC.

I hereby attest that the standards as submitted have been found to be in conformance with the requirements set forth in Title 29 CFR 29 and 30; meet each of the above provisions; have been reviewed for accuracy and are recommended for registration.

Tracy D. Laughery
APPRENTICE & TRAINING REPRESENTATIVE (ATR)

DATE: June 24, 2021

Debra Cremeens-Risinger
STATE DIRECTOR

DATE: June 24, 2021

Appendix A

WORK PROCESS SCHEDULE AND RELATED INSTRUCTION OUTLINE

Developed By:



SPRINGFIELD, Missouri

For the Occupation of:

FIREFIGHTER

O*NET-SOC CODE: 33-2011.00
RAPIDS CODE: 0195

Developed in Cooperation with:

U.S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP

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Appendix A

WORK PROCESS SCHEDULE FIRE FIGHTER

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195

This schedule is attached to and a part of the Standards for the above identified occupation.

1. APPRENTICESHIP APPROACH

☒ Time-based ☐ Competency-based ☐ Hybrid

2. TERM OF APPRENTICESHIP

The term of the apprenticeship is 3 years with an OJL attainment of 6,000 hours, supplemented by a required 920 cumulative hours of annual related instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The apprentice to journeyworker ratio is: 1 Apprentice(s) to 1 Journeyworker(s).

4. APPRENTICE WAGE SCHEDULE

Apprentices are paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate: \$13.92.

Firefighter	Number of hours	Percentage of journey-level rate
Period 1	2000	\$12.54
Period 2	2000	\$13.29
Period 3	2000	\$13.92

5. PROBATIONARY PERIOD

Every applicant selected for apprenticeship will serve a probationary period of 12 weeks.



6. SELECTION PROCEDURES

Applications for apprenticeship will be accepted as positions become available. These selection procedures do not replace the company's employment hiring process, but are in addition to hiring policy. Every person requesting an application for apprenticeship will have one made available.

- a.) Each applicant will be required to review the Apprenticeship Program Standards and meet the minimum requirements as outlined in Section I., Paragraph B. A copy of this work process will be provided to individuals selected for participation.
- b.) Receipt of the properly completed apprenticeship application and documentation, along with pertinent supporting documents; (driver's license and birth certificate, or other acceptable proof of minimum age) will constitute receipt of a completed application.
- c.) **The Springfield Fire Department** will schedule interview and evaluation sessions with the applicants when job openings exist. All applicants who have active applications on file that meet the minimum qualifications and have submitted the required documents will be notified of the date, time and place to appear.
- d.) The interviewer will utilize a standardized and consistent method to interview and evaluate applicants. Standardized questions will be asked during the interview.
- e.) After completing the interview and evaluation of the applicants, the employer will make the appropriate recommendation for acceptance into the apprenticeship program based on **The Springfield Fire Department** employment policies and procedures.
- f.) Selected applicants must respond to the notice of selection within 48 hours of notice. If an applicant does not respond within 48 hours their name will be passed.
- g.) Upon selection to the registered apprenticeship program, selected applicants will be registered into the RAPIDS 2.0 system.
- h.) Individuals selected for hire must sign a copy of the ETA form 671 (Appendix B).



WORK PROCESS SCHEDULE FIREFIGHTER

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195

DESCRIPTION: Controls and extinguishes fires, protects life and property, and maintains equipment as volunteer or employee of city, township, or industrial plant: Responds to fire alarms and other emergency calls. Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire. Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures. Creates openings in buildings for ventilation or entrance, using ax, chisel, crowbar, electric saw, core cutter, and other power equipment. Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorants. Administers first aid and artificial respiration to injured persons and those overcome by fire and smoke. Communicates with superior during fire, using portable two-way radio. Inspects buildings for fire hazards and compliance with fire prevention ordinances. Performs assigned duties in maintaining apparatus, quarters, buildings, equipment, grounds, and hydrants. Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques. May fill fire extinguishers in institutions or industrial plants. May issue forms to building owners, listing fire regulation violations to be corrected. May drive and operate firefighting vehicles and equipment.

ON-THE-JOB TRAINING:

APPROXIMATE HOURS

A. <u>GENERAL:</u>	800
Organization, structure, rules and regulations of the fire department; completion of reports and documentation of fire department records.	
B. <u>FORCIBLE ENTRY:</u>	100
Use and maintenance of tools and equipment; methods and procedures through doors, windows, ceiling, roof, floor or vertical barrier.	
C. <u>PROTECTIVE BREATHING APPARATUS:</u>	200
Use of equipment in various hazardous environments; maintenance of equipment, recharging of breathing apparatus; correct use of emergency procedures to assist others.	
D. <u>FIRST AID:</u>	950
Demonstrate conducting first aid practices for life threatening injuries on a victim; demonstrate conducting first aid practices for other than life threatening injuries on a victim; standard operating procedures, search and rescue, extrication, pre-hospital emergency care, triage, disaster plans and procedures drive and operate.	



**WORK PROCESS SCHEDULE
FIRE FIGHTER**

O*NET/SOC CODE: 33-2011.00 RAPIDS CODE: 0195

APPROXIMATE HOURS

E. <u>ROPES:</u>	100
Identify and produce by tying a bowline knot, a clove hitch, becket or sheet bend, bight, loop, round turn, and half-hitch; hoist equipment, inspect, clean and maintain rope; select and use rope of appropriate size, strength and length for various tasks.	
F. <u>SALVAGE:</u>	200
Proper use, inspection, cleaning and maintenance of salvage equipment.	
G. <u>FIRE HOSE, NOZZLES, AND APPLIANCES:</u>	300
Identify hose, hose adapters and hose appliances; advance dry hose lines or charged attack lines; clean and inspect hose, couplings and nozzles; hose rolls, hose carriers, loading of hose on fire apparatus; hydrant / pumper connections; testing of fire hose.	
H. <u>FIRE STREAMS:</u>	200
Use nozzle to attack a Class A and Class B fire; properly open and close a nozzle; select proper hose size and nozzle; use foam making appliances; select proper adaptors or appliances.	
I. <u>LADDERS:</u>	100
Identify various ladders; carry ladders individually or as a member of a team; RAPIDSe ladder; ascend and descend ladders with tools, with injured person; inspection, cleaning, maintenance and testing of ladders.	
J. <u>VENTILATION:</u>	200
Opening various types of windows and doors; ventilation of a roof or floor; use and care of power saws and other equipment; size openings for ventilation; remove skylights, scuttle covers, etc.	
K. <u>INSPECTION:</u>	800
Procedures for inspections of buildings exit drill procedures; identify common fire hazards and make recommendations for their correction; inspect fire extinguishers, standpipe systems, sprinkler systems, private water systems, detection alarm systems, electrical services and appliances, chimneys and flues, storage of flammable liquids and gases; storage of materials to ensure proper piling, aisles, clearances and access to fire equipment and exits.	
L. <u>RESCUE:</u>	450
Use of carriers, drags and stretchers; use of life belt and life net; search for victims in hostile environments; use of rescue tools; extrication of a victim from a vehicle.	



**WORK PROCESS SCHEDULE
FIRE FIGHTER**

O*NET/SOC CODE: 33-2011.00 RAPIDS CODE: 0195

	APPROXIMATE HOURS
M. <u>SPRINKLERS:</u>	200
Operation of main drain and main control valves; maintain sprinkler systems; test sprinkler systems; read and record pressures on all gauges.	
N. <u>FIRE ALARMS AND COMMUNICATIONS:</u>	200
Receive alarm or report of emergency and initiate proper action; identify all fire alarm signals and action to be taken upon receipt of each signal; proper use of radio equipment; resetting of alarm devices.	
O. <u>SAFETY:</u>	200
Use of all firefighting equipment and apparatus; safety equipment used in electrical emergencies; recognition of symbols used to designate hazardous material and areas; general safety precautions.	
P. <u>FIRE BEHAVIOR:</u>	500
Chemistry of fire, flame spread flash over, phases of burning, classes of fires and heat transfer; fire suppression agents.	
Q. <u>WATER SUPPLIES:</u>	200
Operation, maintenance and use of water distribution systems including hydrants, water pressure, main valves, discharge capacities and piping.	
R. <u>PORTABLE EXTINGUISHERS:</u>	200
Identify and distinguish between different types of extinguishers; operation, inspection and testing.	
S. <u>OVERHAUL:</u> 100	
Methods and procedures to detect and extinguish hidden fires; procedures for overhaul of building and its contents.	
TOTAL HOURS	6000



RELATED INSTRUCTION OUTLINE FIRE FIGHTER

O*NET-SOC CODE: 33-2011.00 RAPIDS CODE: 0195

Related Technical Instruction provided by: The Springfield Fire Department Fire Academy, Springfield, Missouri

Each apprentice **will receive annual compliance training in anti-harassment** in accordance with Paragraph 30.3, CFR. 29.30. Additional resources can be found at https://www.doleta.gov/oa/eo/anti_harassment_resources/

Listed below are the standard hours needed to complete the Related Training Instruction in the **Firefighter** Apprenticeship Program training courses. Instructional hours may vary depending on the apprentice's competency and learning style through The Springfield Fire Department training modality. Mastery of the subject matter is monitored through successfully completing certification exams and practical demonstration of skills.

<u>Week 1</u>
Introductions/Line up/Locker/Classroom
Fitness Assessment
Assign ICS 100, 200, 700, 800, TIMS
Travel time
Welcome to the City
Fire Crew Fitness/Wellness
OFF
<u>Week 2</u>
Intro to Fire Serv & FF Safety (Ch. 1)
Chapter 5 PPE Lecture
Class A and Globe Sizing
Ch 1 Safety and Ch 5 PPE Skills
Ch 5 PPE Skills
Ch 2 Communication Lecture
Ch 2 Skills Communication Center
OFF
<u>Week 3</u>
Hazmat Ch 1 and 2
Ch 12 Fire Hose Lecture
Quiz Hazmat Ch 1 and Ch 2
Hazmat Ch 3 and ERG



Ch 12 Fire Hose Skills
Hazmat Ch 4, 5
Ch 13 Hose Ops Lecture
Quiz Hazmat Ch 4 and 5
Ch 13 Hose Ops Skills
OFF
<u>Week 4</u>
Hazmat Ch 8 and 9
Ch 13 Hos Ops Skills
Hazmat Ch 10 and 13
Ch 13 Hose Ops Skills
Hazmat Skills
Hazmat Finals
Hazmat Skills State Testing
OFF
<u>Week 5</u>
Ch 4 Fire Dynamics No Skills
Ch 3 Bldg Const and Ch 16
Ch 6 Extinguishers Lec and Skills
Ch 7 Ropes and Knots Lec and Skills
OFF
<u>Week 6</u>
Hazmat State Written Test/ICS1-8 Tims
Ch 27 ICS Lecture
Ch 11 Ventilation Lecture
SCBA Confidence Course
Ch 10 Search Lecture
Ch 21 Maintenance Lecture
Ch 21 Maintenance Skills
Ch 8 Ground Ladders Lecture
Ch 8 Ground Ladders Skills
OFF
<u>Week 7</u>
Ch 11 Ventilation Skills
Ch 10 Search Skills
Ch 9 Forcible Entry Lecture



Ch 9 Forcible Entry Skills
Ch 19 Scene Operations Lecture No Skills
Skills Review/ ICS Work Time
OFF
<u>Week 8</u>
Labor Day
Ch 15 Salvage Lecture
Ch 15 Salvage Skills
Ch 17 Extrication Lecture
Ch 17 Extrication Skills
OFF
<u>Week 9</u>
State Testing Extrications Skills
Ch 14 Fire Suppression Lecture
Ch 18 Foam Lecture
Ch 23 First Aid Lecture and Skills
Ch 14 and 18 Skills
OFF
<u>Week 10</u>
Props and Structure Burns Dry Runs
Ch 20 Fire Origin and Cause Lecture
Ch 20 Fire Origin and Cause Skills
Skills Practice Day
Live Fire Practice Burns
OFF
<u>Week 11</u>
State Live Fire Testing
Ch 22 Community Risk Reduction Lecture and Skills
Pub Ed Skills
FF 1 & 2 Final Exam (100 q's each)
Skills Review
OFF
<u>Week 12</u>
FF 1 and 2 Practical Skills Test
Mandated Reporter/ICS makeup



Flashover
VTR
Hose Advancement
OFF
<u>Week 13</u>
FF 1 and 2 Written Exam
Water Rescue Awareness
Mayday
Save Your Own
OFF
<u>Week 14</u>
Basic Pumps
Driver Core
Driver Core
Driver Core/Driver practice
OFF

FIREFIGHTER ACADEMY COMPLETION..... 560 HRS.

Week 15
Driver Core Written Test
Driver Core Practical Test
Medical, Legal/ Communication and Documentation Chapters 3, 4
Medical Terminology/Life Span Development Chapters 5, 7
Human Body/Lifting and Moving Patients Chapters 6, 8
OFF
Week 16-
Fire Drills/Proficiencies
Patient Assessment/Airway Managemnt Chapters 10, 11
The Team Approach Chapter 9
BLS/Medical Overview/Incident Management Chapters 14, 15, 40
OFF
Week 17
Fire Drills/Proficiencies
Neurologic/Endocrine and Hematologic/Patients with Special Challenges Chapters 18, 20, 37



Respiratory Emergencies/Cardiovascular Emergencies Chapters 16, 17
Veterans Day
OFF
Week 18
Fire Drills/Proficiencies
Gastrointestinal and Urologic/Allergy and Anaphylaxis Chapters 19, 21
Toxicology/ Geriatric Emergencies Chapters 22, 36
Skills practice
OFF
Week 19
OFF - FHOL
OFF - FHOL
OFF - FHOL
Thanksgiving
OFF
Week 20
Off
Fire Drills/Proficiencies
Behavioral Health/Environmental Emergencies Chapters 23, 33
OB and Neonatal Emergency Chapter 34
Medical Review/Skills Lab
OFF
Week 21
Off
Fire Drills/Proficiencies
MIDTERM, Transport Ops/Vehicle ExtricationChapter 38, 39
Principles of Pharmacology/Gynecologic Emergencies Chapters 12, 24
Trauma Overview/Soft-tissue InjuryChapters 25, 27
OFF
Week 22
Off
Fire Drills/Proficiencies
Bleeding/Chest Injuries Chapters 26, 30
Face and Neck Injuries/Abdominal InjuriesChapters 28, 31
Head and Spine Injuries/Orthopaedic Injuries Chapters 29, 32
OFF
Week 23
Off
Ride Time/Day in the Life
Ride Time/Day in the Life



**Springfield Fire Department
USDOL Registered Apprenticeship Program Standards**

Trauma Review/Skills Lab
Christmas Day HOL
OFF
Week 24 Off
Pediatric Emergencies/Terroism Response and Disaster Managment Chapters 35, 41
Final Exam, Final Skills Check-Off
Final Exam Retakes/ASHER/RTF
Graduation Day

EMERGENCY MEDICAL TECHNICIAN 360 HRS.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 07-20-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-193

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Cost Share Agreement with Greene County,
3 Missouri, to share the costs associated with resurfacing portions of
4 Farm Roads 114, 107, and 116, with the City's expected
5 contribution not to exceed \$40,000.
6 _____
7

8 WHEREAS, as a result of prior annexations, certain portions of Farm Road 114
9 overlap between the City and Greene County ("County") as depicted in "Exhibit A,"
10 which is attached hereto and incorporated herein by this reference; and
11

12 WHEREAS, the County is involved in a larger resurfacing project containing
13 these overlapping sections of Farm Road 114 and the immediately connected Farm
14 Roads 107 and 116; and
15

16 WHEREAS, inclusion of City owned property in the County resurfacing project will
17 result in cost and time savings for taxpayers of both entities; and
18

19 WHEREAS, the City's sole responsibility to the project will be the contribution of
20 \$40,000 in funds, for the resurfacing of 2,685 feet, which funds will come from the 1/4-
21 cent Capital Improvement Sales Tax and are already budgeted.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
27 an Intergovernmental Cost Share Agreement with Greene County, said Agreement to
28 be in substantial conformity with "Exhibit B," attached hereto and incorporated herein by
29 this reference, and approved as to form by the City Attorney, or designee.
30

31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.
33

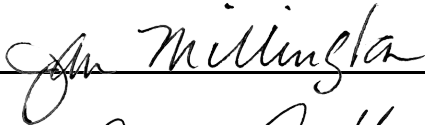
34 Passed at meeting: _____

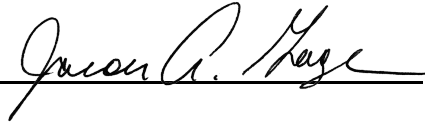
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-193

FILED: 07-20-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Greene County ("County") to share the cost of resurfacing portions of Farm Roads 114, 107, and 116 which overlap between the two jurisdictions.

BACKGROUND INFORMATION: As a result of prior annexations, certain portions of Farm Road 114 overlap between the City and County as shown in "Exhibit A." The County is involved in a larger resurfacing project containing these overlapping sections and immediately connected Farm Roads 107 and 116. The inclusion of City property is cost-effective for both parties. This cost share agreement ("Exhibit B") will apportion the costs of the resurfacing of these roadways to each entity. The portions of each roadway inside of the City total 2,685 feet estimating the City's cost not to exceed \$40,000.

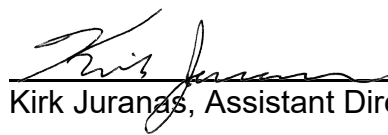
Greene County will be responsible for the administration, construction, and inspections of this work. The City's sole responsibility will be the contribution of funds. These funds will come from the 1/4-cent Capital Improvement Sales Tax and are already budgeted. The specific roadways include Farm Road 114 from Farm Road 103 to Farm Road 107, Farm Road 107 to Farm Road 116, and Farm Road 116 from Farm Road 107 to State Highway EE.

Supports the following City Council Priorities:

- Public safety
- Fiscal sustainability

REMARKS: 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

EXHIBIT A



Legend:

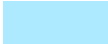
-  - City Roadway Sections Proposed to be Paved
-  - City Limit

Exhibit B

ROUTING ORDER	(1) GREENE COUNTY	(2) PUBLIC WORKS	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE	
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
☒ (X) NEW CONTRACT ☐ () RENEWAL OF CONTRACT NO. _____			
CITY		Greene County Sheriff	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417)864-1938 ATTN: KIRK JURANAS, PE DEPT: PUBLIC WORKS		GREENE COUNTY, MISSOURI 2065 N. CLIFTON SPRINGFIELD, MO 65803 SPRINGFIELD, MO 65803 PHONE: (417) 829-6505 ATTN: RICK ARTMAN HIGHWAY DEPARTMENT ADMINISTRATOR	

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between the City of Springfield, Missouri (hereinafter referred to as "City"), and Greene County, Missouri (hereinafter referred to as "County"), pursuant to 70.220 RSMo.

WHEREAS, the City and County desire to enter into a mutually beneficial partnership to share costs of paving portions of Farm Roads 107, 114, 116 as shown in Exhibit A and;

WHEREAS, due to prior annexations, certain portions of these roadways enter and exit the city; and

WHEREAS, the County is engaged in a resurfacing project which encompasses and includes these portions of roadway which are within City limits; and

WHEREAS, joining with the County to have these areas included in the project will result in cost savings to both.

NOW, THEREFORE, City and County hereby mutually covenant and agree as follows:

1. The County shall resurface Farm Road 114, Farm Road 107, and a portion of Farm Road 116 which includes roadways that are maintained by the City as shown in relevant portion in **Exhibit A**, attached hereto and incorporated by reference. The County intends to use "in-house" forces and the County's self-propelled paving machine and cold mix asphalt material for the resurfacing.

2. Division of Costs. The costs of these sections of Farm Roads 107, 114, and 116 for which the City will reimburse the County are set forth in **Exhibit B** (latest calculations), attached hereto and incorporated by reference. The total amount owed to the county, subject to any approved change order, shall not exceed Forty Thousand dollars and 0/100 cents (\$40,000).
3. The City shall make payment to the county upon final acceptance by the City.
4. The County shall have the obligation to take all steps under this contract, including inspections, and shall remain in communication with the City.
5. The City will pay for only those change orders which may be issued with preapproval by the City.
6. Amendments. This Agreement contains the entire agreement of the parties. Any change to this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of City and County.
7. 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.
8. Assignment. This Agreement may not be assigned by County without the prior written consent of City.
9. Conflicts. No salaried officer or employee of the City or the County, and no member of the City Council or County Commission 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 Section 105.450 et seq. RSMo. shall not be violated. The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The County further covenants that in the performance of this contract no person having such interest shall be employed.

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

SIGNATURE PAGES TO FOLLOW

CITY OF SPRINGFIELD, MISSOURI

By:

City Manager or 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 designee

APPROVED AS TO FORM

Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

GREENE COUNTY, MISSOURI

DATED: _____

ROBERT DIXON, Presiding Commissioner

DATED: _____

Rusty MacLachlan, Commissioner 1st District

DATED: _____

JOHN C. RUSSELL, Commissioner 2nd District

GREENE COUNTY CLERK:

SHANE SCHOELLER
Greene County Clerk

Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:

Greene County Counselor

One-rdg. X
P. Hrngs.
Pgs. 13
Filed: 07-20-21

Sponsored by: Ollis

First Reading:

Second Reading:

COUNCIL BILL 2021 -194

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept and appropriate a grant
2 through the Ozarks Headwater Recycling and Materials Management
3 District, funded by the Missouri Department of Natural Resources, in
4 the amount of \$2,500, to provide for the proper disposal of smoke
5 alarms through recycling; amending the budget for the Fire Department
6 of the City of Springfield, Missouri, for Fiscal Year 2021-2022 in the
7 amount of \$2,500; and declaring this Ordinance qualifies for approval
8 on one reading pursuant to Charter Section 2.16(25).
9 _____

10
11 WHEREAS, Ionization smoke alarms use trace amounts of a radioactive
12 material, Americium-241, to detect smoke and due to this material, smoke alarms have
13 a \$2 per smoke alarm charge for proper disposal in order to prevent these contaminants
14 from reaching our landfill; and
15

16 WHEREAS, the Ozarks Headwater Recycling and Materials Management,
17 District O ("OHRD"), is a subdivision of the State of Missouri which administers grants
18 from the Missouri Department of Natural Resources and includes the counties of Polk,
19 Christian, Dallas, Greene, and Webster; and
20

21 WHEREAS, OHRD provides a grant that creates an opportunity for the
22 Springfield Fire Department ("SFD") to recycle old smoke alarms by covering the
23 associated fee; and
24

25 WHEREAS, the SFD has managed a free smoke alarm program for over 25
26 years and when old or malfunctioning smoke alarms are replaced this grant award will
27 provide necessary budget funds to cover recycling fees and provide educational
28 materials about the program.
29

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

33 Section 1 – The City Manager, or his designee, is hereby authorized to accept
34 grant funds in the amount of \$2,500 from District O - Ozarks Headwater Recycling and
35 Materials Management District, of the Missouri Department of Natural Resources.
36

37 Section 2 – The budget of the Springfield Fire Department for Fiscal Year 2021-
38 2022 is hereby amended in the accounts and in the amounts as shown on Budget
39 Adjustment No. 007, a copy of which is attached hereto and incorporated herein by this
40 reference as “Exhibit B.”
41

42 Section 3 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 4 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 5 – City Council hereby finds and declares this Ordinance relates to the
49 acceptance of a grant from a state or federal agency and may be passed as a one-
50 reading ordinance pursuant to Section 2.16(25) of the City Charter. Therefore, this
51 Ordinance shall be in full force and effect from and after passage.
52

53 Passed at meeting: _____
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62 _____
63 Approved as to form: _____, Assistant City Attorney
64

65 _____
66 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-194

FILED 07-20-21

ORIGINATING DEPARTMENT: Fire

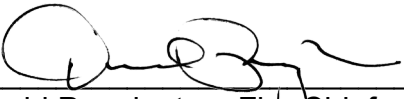
PURPOSE: The purpose of this bill is to accept and appropriate a grant through the Ozarks Headwater Recycling and Materials Management District ("OHRD"), funded by the Missouri Department of Natural Resources, in the amount of \$2,500 to provide for the proper disposal of smoke alarms through recycling.

BACKGROUND INFORMATION: Ionization smoke alarms use trace amounts of a radioactive material, Americium-241, to detect smoke. Due to this material, these smoke alarms have a cost of \$2 per smoke alarm to properly be disposed of and prevent these contaminants from reaching our landfill. This grant will create an opportunity and avenue for the Springfield Fire Department ("SFD") to recycle old smoke alarms by covering the associated fee.

The SFD has managed a free smoke alarm program for over 25 years. When old or malfunctioning smoke alarms are replaced by SFD they are typically discarded in the trash. This grant award will provide budget necessary to cover smoke alarm recycling fees and provide educational materials about the program.

REMARKS: This grant requires no local match.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager



Ozarks Headwaters
Recycling and Materials Management District

940 N. Boonville Ave, 3rd Floor
Springfield, MO 65802

OHRD 2021 Grant Application

Name of Business or Organization	Springfield Fire Department
Name of Project	Smoke Alarm Recycling Program
Amount Requested	\$2500
Estimated Project Income if any. (All income is to be reinvested in the project).	\$0
Partial Funding - The Executive Board reserves the right to only offer partial funding for projects, regardless of ranking	☒ Able to accept partial funding for project to be completed ☐ Not able to accept partial funding for project. (Without full funding, the project will not be able to be completed)
MO Vendor # OR Federal Tax ID # OR SSN # of Owner	MO Tax ID #1243651
This Project is: Check One	☐ An expansion of a current business ☐ A new business ☒ A new venture for an existing business ☐ Other
Type of Applicant - Check One	☐ Individual ☒ Public Entity or Institution ☐ School ☐ Business ☐ Non-Profit Organization ☐ Other (Describe)
Location(s) Of Project	Springfield
District Counties/Cities that will be served	Springfield, Greene County

Estimated Tonnage Diverted During 24 Month Grant Period <i>Include total amount, and amount per type of material</i>	Smoke alarms average 0.5 lbs per unit. The Springfield Fire Department's (SFD) goal is to recycle 1,000 smoke alarms keeping 500 lbs of smoke alarms out of the landfill.
Other Measurable Outcomes	Number of smoke alarms and type of smoke alarm (i.e. ionization or photoelectric) diverted from the landfill.
Name of Authorized Official	David Pennington
Authorized Official Title	Fire Chief
Mailing Address	830 Boonville Ave, Springfield, MO 65802
Telephone	417-874-2310
Cell Phone (not required)	
Email	dpennington@springfieldmo.gov
Web-site	https://www.springfieldmo.gov/399/Fire-Department
Name of Project Manager <i>If different than Authorized Official</i>	Jeff Prior
Project Manager Title	Interim Division Chief
Mailing Address	830 Boonville Ave, Springfield, MO 65802
Telephone	417-874-2340
Email	jprior@springfieldmo.gov

Project Evaluation

Please describe how the project will be evaluated to measure successes and/or benefits of the project.

- Describe the procedure that will be used to **quantitatively** measure the success and/or benefits of the project.
 - Measurements should include estimated weight in tonnages or volume of waste recycled or diverted.
 - If tonnages are not relevant to the project, then measurement should include, for example the number of schools or assemblies reached, businesses participating, etc.
- If applicable, describe the evaluation procedures that will be used to **qualitatively** measure the success of the project. For example, community surveys that can determine quality of service.

This project will be measured by several factors: 1) the number of smoke alarms removed from residential homes and recycled 2) the tonnage diverted from the landfill 3) the number of homes educated in regards to the importance of smoke alarms and recycling program.

For educational projects, list the estimated number of people educated/contacted, number of programs conducted, etc.:

It is estimated that SFD will visit between 400-500 homes to remove and install smoke alarms. Each one of these visits will provide an opportunity to educate individuals and families on the importance of smoke alarms while providing an avenue to discard their old or dysfunctional smoke alarms in a responsible manner.

Executive Summary of the project. One page MAXIMUM length.

The Springfield Fire Department (SFD) free smoke alarm program was implemented over 30 years ago to reduce injuries and deaths from residential fires. Prior to the Covid-19 pandemic, SFD averaged installing over 2,700 smoke alarms annually (2017-2019) during canvasses, medical calls, and requests via phone. In April 2017, Project RED (Reduce, Educate, Deliver) Zone, a data-driven community risk reduction program, began serving our community by focusing on high fire risk geographical locations. During these canvasses, several hundred smoke alarms are removed and/or installed in residential homes.

There are three different types of smoke alarms: ionization, photoelectric, and combination alarm that contains both ionization and photoelectric sensors. Any alarm that contains an ionization sensor will have trace amounts of the radioactive material, Americium-241. The SFD currently installs an ionization 10-year lithium battery tamper-proof smoke alarm. These devices contain a maximum of 1.0 microcuries of Americium-241.

Typically when smoke alarms are removed in a home by the SFD they are thrown away by the resident. The removed smoke alarms can be any of the three types mentioned above, but most are the ionization alarms. Smoke alarms can be discarded into the landfill or recycled at a local electronic recycling location for a fee of \$2 per smoke alarm. The SFD is interested in diverting these smoke alarms from going into the landfill by providing a recycling option when removing and installing smoke alarms. Many of the homes that the SFD enters may not have the resources to pay the fee or the transportation to take the discarded alarms to the recycling location.

In addition to recycling the alarms the alarms, the SFD would also like to encourage the recycling of discarded smoke alarms through educational materials.

Ineligible Costs – Please indicate the application is free of all ineligible costs listed below.			
Operating Expenses not directly related to district operation or project activities			X
Costs incurred prior to the project start date or after project end date			X
Taxes, legal costs, fines, penalties, and gifts			X
Contingency funds			X
Land Acquisition			X
Previous Funding - Has your organization received funding from OHRD, EIERA, or other Solid Waste Districts in the past five years? If yes, please list the grant awarded, grant/project number, amount of grant award.			
Year Awarded	Project Number	Project Name	Amount Awarded

Qualifications of Key Personnel Provide a summary of the project manager’s specific qualifications to operate the project, such as managerial, operation or technical capabilities. Include qualifications for other key staff involved in the project. Use additional sheets if necessary. Resumes may be submitted instead. The Fire and Life Safety Educator coordinates all educational programming for the SFD including the logistics and data analysis for the smoke alarm programs. Firefighters will remove the smoke alarms from the residential homes, then send to the Fire and Life Safety Educator at Fire Headquarters located at 830 Boonville Avenue. Once 50 or more smoke alarms are collected the Fire and Life Safety Educator will take them to the electronic recycling facility.
--

Line Item Budget

Line Item	Quantity	Price	Total	Grant Funds Requested
Smoke Alarm Recycling Fee	1000	\$2	\$2000	\$2,000
Educational Smoke Alarm Brochures	1000	\$0.50	\$500	\$500
Total Budget				\$2,500

Time Table/Work Plan

Please list tasks:

Task #1:	Collect removed smoke alarms	Task #5:	
Task #2:	Recycle smoke alarms	Task #6:	
Task #3:	Develop educational materials	Task #7:	
Task #4:		Task #8:	

Time Table (schedule)

Month:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Task #1:	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task #2:			X			X			X			X			X			X			X			X
Task #3:		X	X	X																				
Task #4:																								
Task #5:																								
Task #6:																								
Task #7:																								
Task #8: Submit Quarterly Reports reports.				X				X				X				X				X				X
Task #9: Submit Final Report.																								X

Signature Page



Ozarks Headwaters

Recycling and Materials Management District

940 N. Boonville Ave, 3rd Floor
Springfield, MO 65802

15% Retention Waiver Form

Per Missouri Department of Natural Resources' General

Terms & Conditions and in accordance with OHRD policy, I hereby request a waiver of the 15% retainage on the project as described in our 2021 District Grant Application.

Project Reporting Requirements

If approved for funding as a 2021 OHRD Grantee, we subsequently agree to furnish Waste Diversion, Waste Reduction, Quarterly Reports, and/or any other information relevant to the project objective for two full years after the project becomes fully operational or other date as specified by Ozarks Headwaters Recycling & Materials Management District.

5 Year Reporting Requirement

The Grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under the agreement during the term of this agreement (two years), and for three years thereafter. The Grantee shall annually submit a statement as provided by the District certifying the use(s) of said equipment is for project activities.

Project Income

We agree that if there is any project income, it is to be reinvested in the project.

Security Interest Agreement

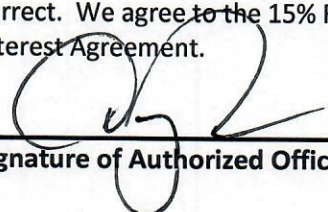
The Grantee will grant to OHRD and/or its successors a security interest in all equipment purchased by the OHRD Grantee for \$5,000 or more, in whole or in part, with grant funds received from OHRD.

The security interest in equipment owned by the OHRD Grantee shall be equivalent to the amount of funding provided by OHRD for the purchase of the equipment.

Unless the SWMP or OHRD notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the OHRD security interest in the equipment shall remain in effect for a period of five years, beginning one year from the date of purchase shown on the equipment purchase invoice. For this five-year period, the OHRD security interest shall remain 100% of the amount of funding provided by OHRD for the purchase of equipment.

This replaces Missouri Department of Natural Resources Solid Waste Management Program General Terms & Conditions Section 1.M.3.b.ii. Refer to the Department of Natural Resources' (DNR) Solid Waste Management Program (SWMP) General Terms and Conditions (G.T. & C.) sections 1.M.3. and 1.N.3. for security interest details.

I (We) hereby certify that the information provided in this 2020 Grant Application is true and correct. We agree to the 15% Retention Waiver, 5-Year Reporting Requirement and the Security Interest Agreement.



Signature of Authorized Official

12/8/20

Date

Contact OHRD	If you plan to apply, contact Angie Snyder at 417.868.4197 or asnyder@greencountymo.gov before beginning your application.
Time Table & Work Plan	Planner will share the 2021 OHRD Sample Time Table & Workplan for you to review before completing your time table.
Line Item Budget	Planner will share the 2021 OHRD Sample Line Item Budget for you to review.
MDNR & OHRD Documents	Read all documents at https://www.recycle417.com/grants Complete & return with application: MDNR Business Entity Certification. Click Here for link to forms.
Price Quote	Please provide price quote(s) on vendor letterhead for any budget line item purchase in excess of \$10,000.
501(c)3 Documents	If your organization has 501(c)3 status, please submit documentation.
Business License	Business license documentation if applicable.
Permit Documents	City or County Zoning Documentation. - If there is a charge for zoning documentation, please contact our office before requesting document. - If you are in Springfield, MO, please contact our office before requesting document. - If you are in a city or county that does not have zoning, submit a copy of email or letter from zoning authority stating this. City or County Business License Environmental Permit or Waiver (outdoor bins, equipment, storage) - If any bins, equipment, or storage will be located outside of a building, the applicant should contact the Missouri DNR Regional Office to inquire about environmental permits for that location. - Include copy of permit with application - If no permit is needed, submit documentation of Missouri DNR waiver response (letter or copy of email) with application.
Other Information	Please submit any other items you would like to include.
Email application and documents to Angie Snyder at asnyder@greencountymo.gov.	
Under authority of RSMo. Subject to pertinent legislation, regulations, and policies applicable to RSMo 260.330 & 260	

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
007

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22700	10	15080	416030	000000	00000	\$ 2,500	Missouri Department of Natural Resource grant
Net Revenue Adjustment						\$ 2,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22700	10	15080	501260	000000	00000	\$ 2,500	Missouri Department of Natural Resource grant
Net Expenditure Adjustment						\$ 2,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-2022 budget by appropriating a grant from the Missouri Department of Natural Resources for the proper disposal of smoke alarms through recycling.

Requested By:


Department Head 07/20/21
Date

Approved By:


Director of Finance 07/20/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-194
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

36 Approved as to form: John Millington, Deputy City Attorney
37
38
39 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-195

FILED: 07-20-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$2,000 for planters on Commercial Street within Zone 1.

BACKGROUND INFORMATION: The project was requested by the Commercial Street Community Improvement District as part of improvements to sidewalk areas for outdoor seating and beautification. The planters will make the areas more inviting and aesthetically pleasing while providing a defined area for the outdoor seating in applicable areas of Commercial Street to maintain ADA walkable sidewalks ("Exhibit A").

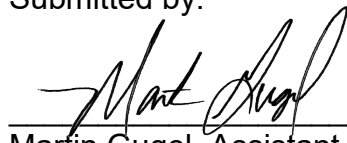
Zone 1 Councilmember Angela Romine has indicated support for funding this project from the Zone 1 Minor Neighborhood Improvement Program. The current balance of the Zone 1 account is \$85,102. If this project is approved, the revised Zone 1 account balance will be \$83,102 and it would be the first project approved during Fiscal Year 2022 for funding from the Minor Neighborhood Improvement Program.

Supports the following City Council Priorities:

- Quality of Place

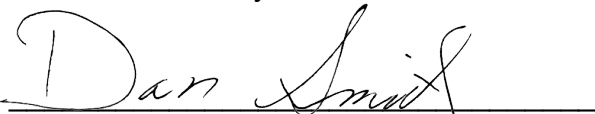
REMARKS: Public Works recommends approval of this resolution.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:

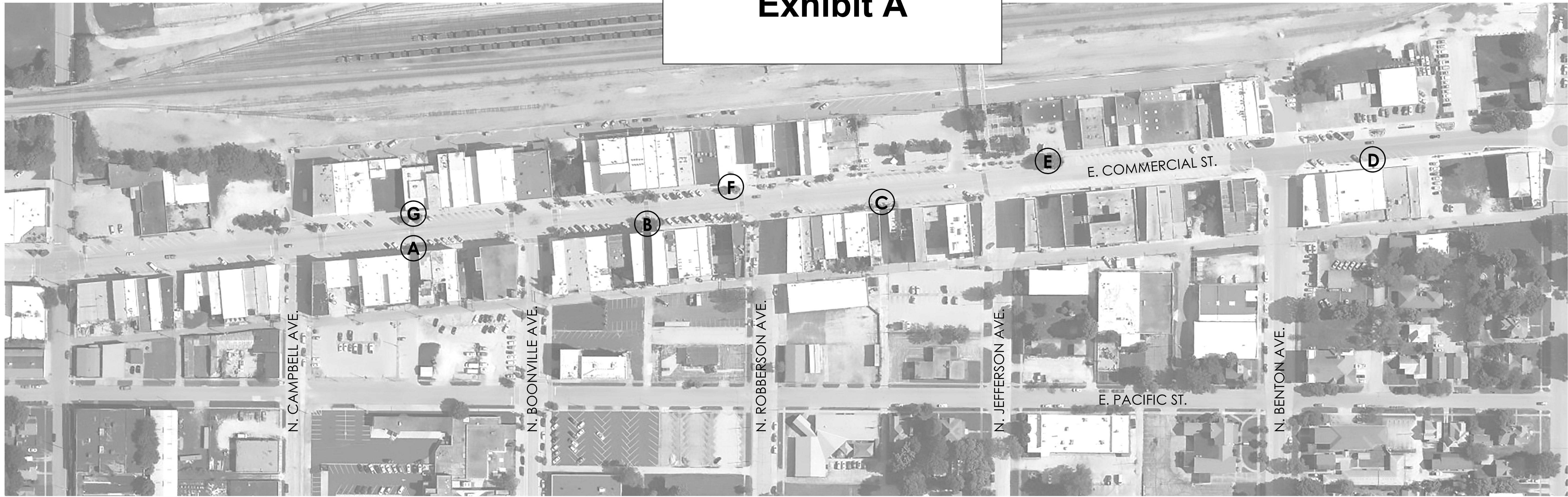


Dan Smith, Director of Public Works

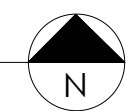
Approved by:



Jason Gage, City Manager



1 Site Plan
CVR 1" = 100'-0" 0' 50' 100' 200'



Commercial Street Sidewalk Seating Permit Drawings

Commercial Street, Springfield, MO



Location A



Location B



Location C



Location D



Location E



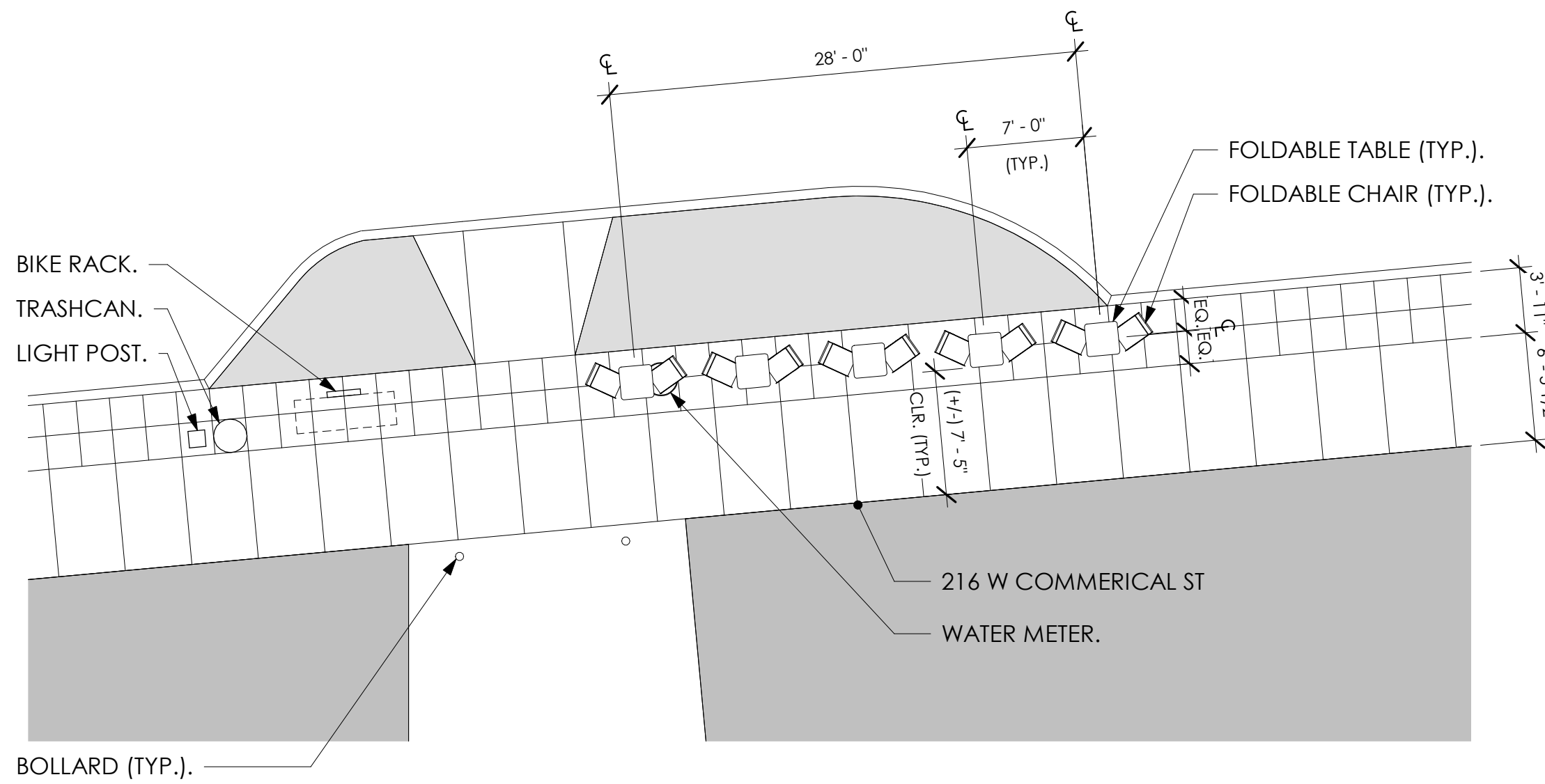
Location F



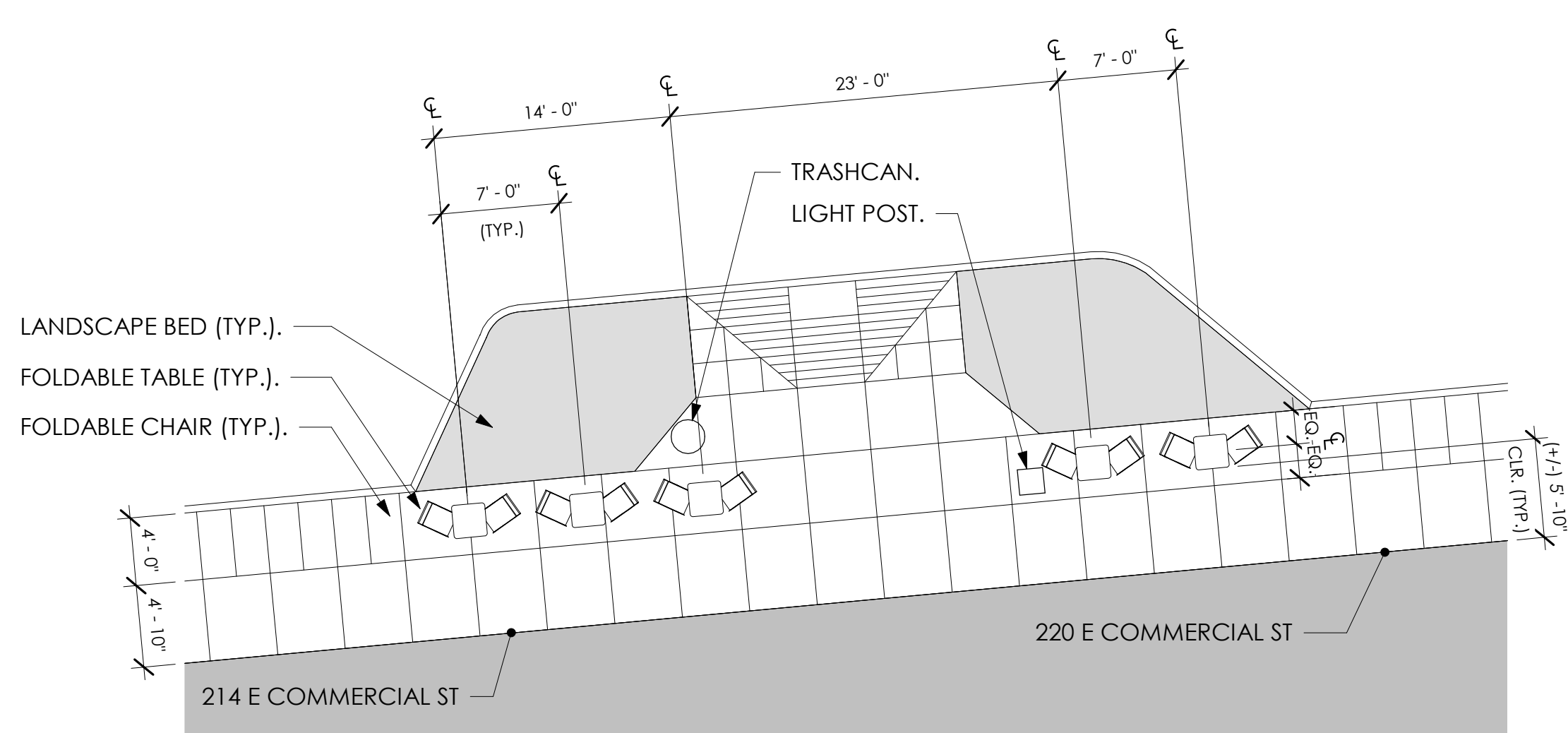
Location G



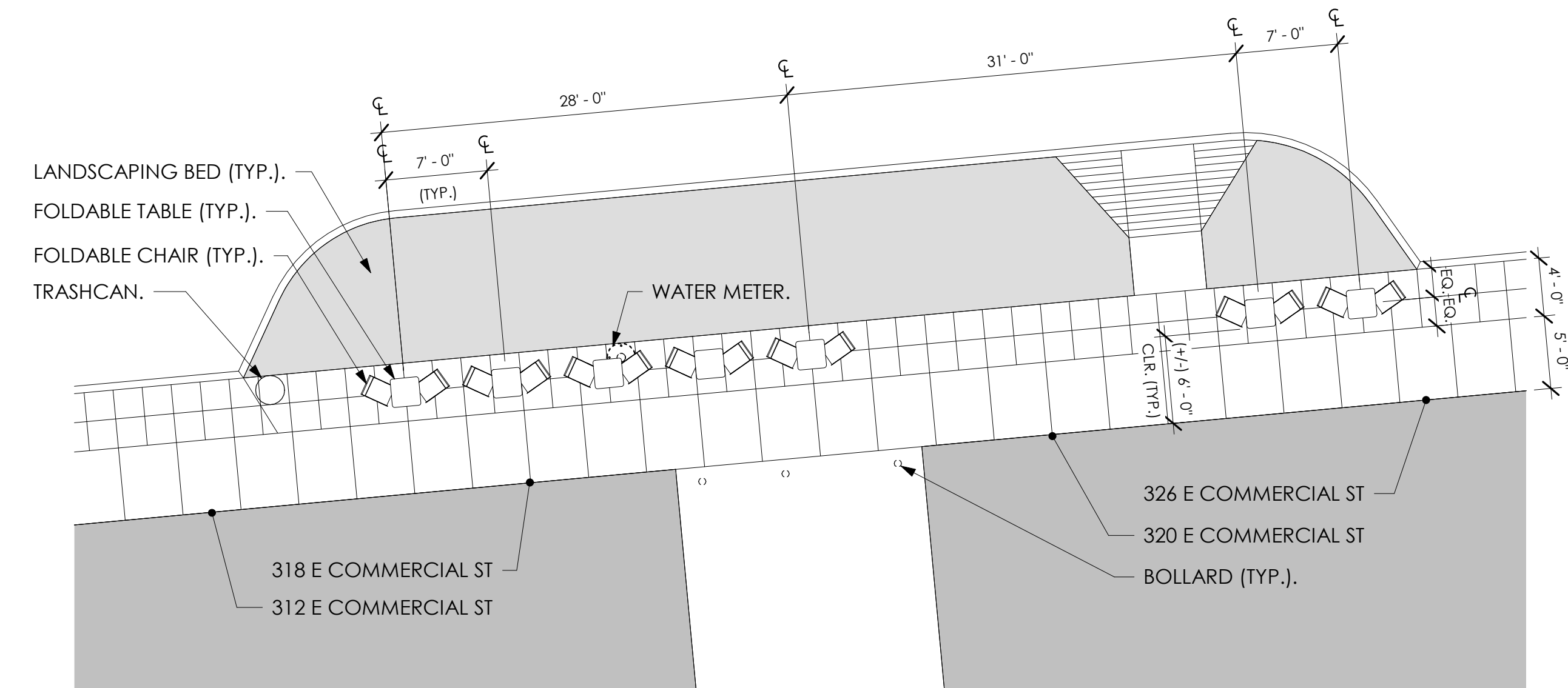
CVR



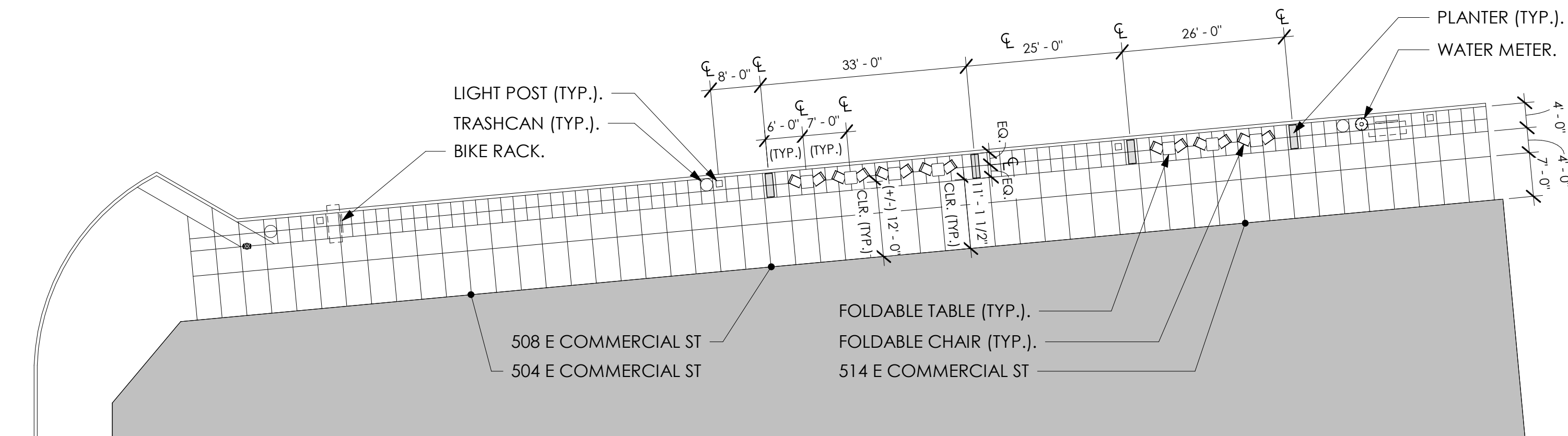
1 Location A
A001 1/8" = 1'-0"



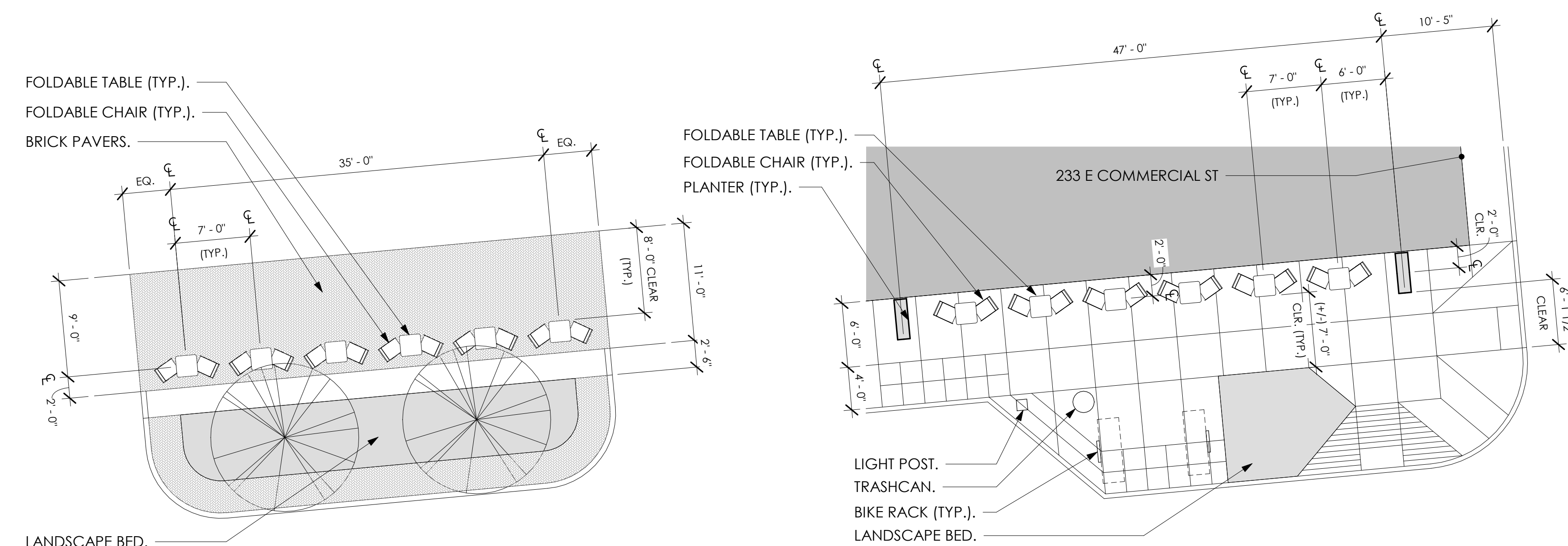
2 Location B
A001 1/8" = 1'-0"



3 Location C
A001 1/8" = 1'-0"

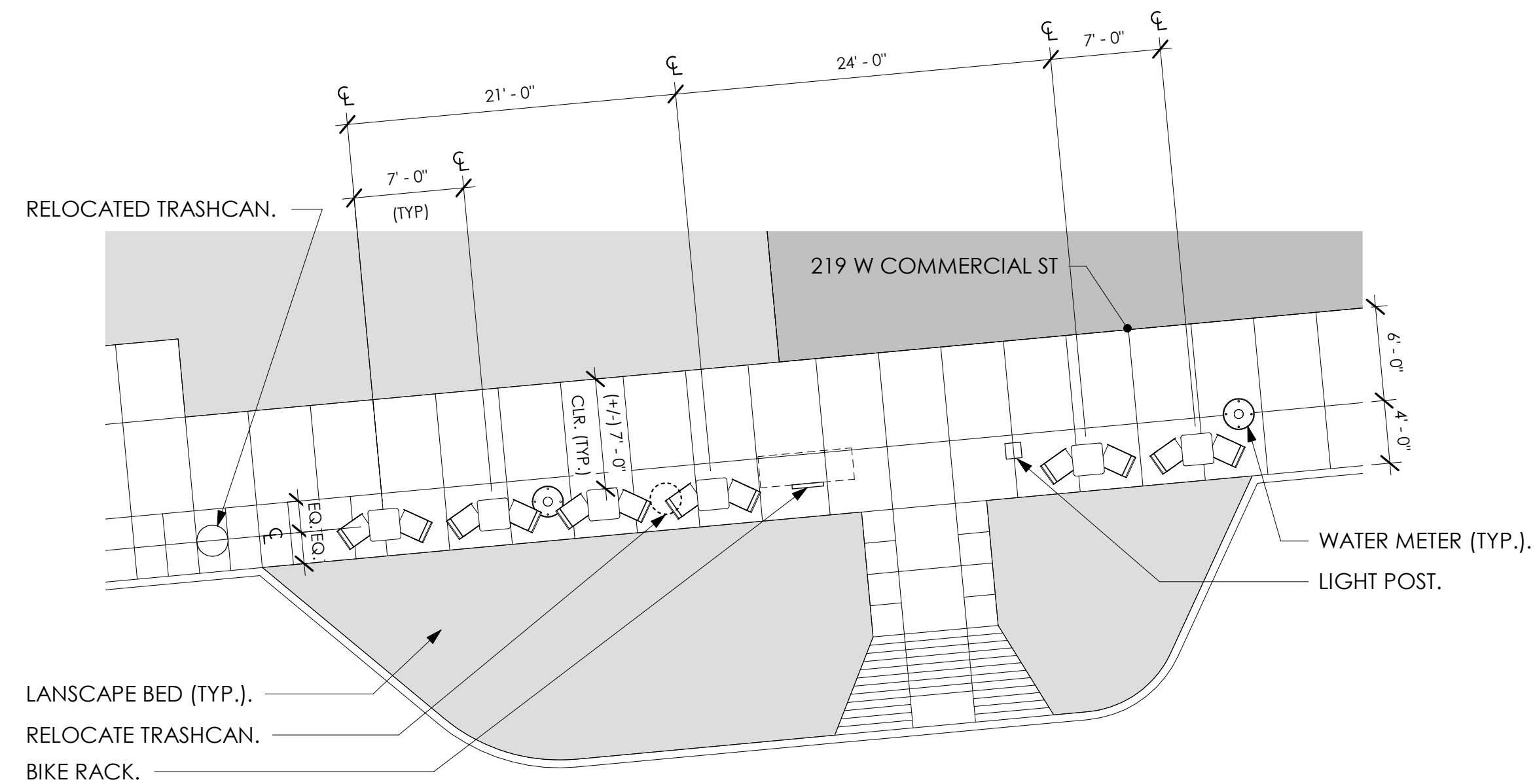


4 Location D
A001 1/16" = 1'-0"



5 Location E
A001 1/8" = 1'-0"

6 Location F
A001 1/8" = 1'-0"



7 Location G
A001 1/8" = 1'-0"

- General Notes:
1. All tables measure 23.6" (W) x 23.6" (D).
 2. All chairs measure 17.3" (W) x 23.2" (D).
 3. All planters measure 14" (W) x 45" (D) x 30" (H).
 4. Tables and chairs are movable. Planters are fixed.



TRAVIS TINDALL LICENSE #
A-2011006183
CERTIFICATE OF AUTHORITY #
A-2008010497

Commercial Street Sidewalk Seating

Commercial Street, Springfield, MO

05/05/21
CSSR
Drawn By: JMM
Checked By: SS
Revisions:
ENLARGED SITE PLANS

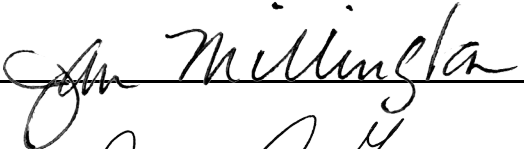
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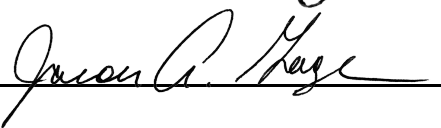


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Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 196

FILED: 07-20-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$39,000 for improvements in Zone 2 to repair and place a new surface in the alley between Kickapoo Avenue and Pickwick Avenue north of Cherry Street ("Exhibit A").

BACKGROUND INFORMATION: The project was generated by concerns of the aging and deteriorated asphalt surface in the alley. The alley is serving as access for several new residences and improvements are needed to provide a more drivable surface that requires less maintenance by Public Works. City staff will install concrete approaches at the street entrances and prepare the alley for 6 inches of new asphalt pavement to be installed by the City's annual asphalt maintenance contract.

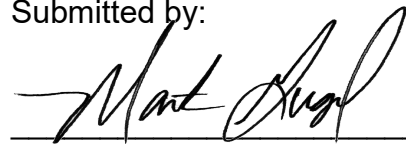
Zone 2 Councilmember Abe McGull has indicated support for funding this project from the Zone 2 Minor Neighborhood Improvement Program. The current balance of the Zone 2 account is \$98,402. If this project is approved, the revised Zone 2 account balance will be \$59,402, and would be the second project approved during Fiscal Year 2022 for funding from the Minor Neighborhood Improvement Program.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Quality of Place

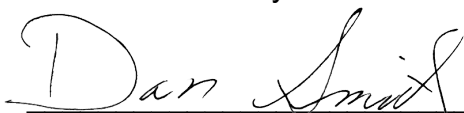
REMARKS: Public Works recommends approval of this resolution.

Submitted by:



Martin Gugel, Asst. Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:

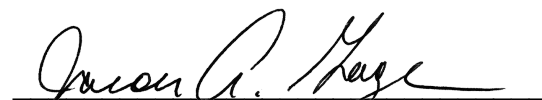

Jason Gage, City Manager

EXHIBIT A

Alley between Kickapoo Avenue and Pickwick Avenue

