



# Agenda

## City Council Meeting

City Council Chambers  
Historic City Hall, 830 Boonville

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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 September 20, 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 SEPTEMBER 7, 2021 CITY COUNCIL



**4. APPROVAL OF MINUTES. SEPTEMBER 7, 2021 CITY COUNCIL MEETING.**

Documents:

[09-07-21.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, SEPTEMBER 17, 2021.**

**4. CEREMONIAL MATTERS.**

**5. CITY MANAGER 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 2021-230 (McGull)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing District, to HC, Highway Commercial District; establishing Conditional Overlay District No. 202; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)(By: TKG III Springfield LLC; 1905 & 1933 North Glenstone Avenue; Z-18-2021 w/COD #202)

Documents:

[2021-230.PDF](#)

**8. Council Bill 2021-231 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 7, Grant Avenue Parkway District Standards. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-231.PDF](#)

**9. Council Bill 2021-232 (Ollis)**

A special ordinance approving City Utilities' Fiscal Year 2022 Operating Budget for its Fiscal Year ending September 30, 2022.

Documents:

[2021-232.PDF](#)

**10. Council Bill 2021-233 (Lear)**

A special ordinance approving City Utilities Supplemental Fiscal Year 2021 Operating Budget for changes to items of expenditure and total disbursement authority related to the extreme weather events which occurred from February 11, 2021 through February 20, 2021.

Documents:

[2021-233.PDF](#)

**11. Council Bill 2021-234 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$178,469 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2021-2022 in the amount of \$178,469.

Documents:

[2021-234.PDF](#)

**12. Council Bill 2021-235 (Hosmer)**

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for six new job titles and deleting one job title; and amending the Fiscal Year 2021-2022 budget of certain City departments to reallocate funds for the addition of one new full-time equivalent position at the Airport and transitioning 29 contract positions to 29 full-time equivalent positions and adjusting the authorized employee positions.

Documents:

[2021-235.PDF](#)

**13. Council Bill 2021-236 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community

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College regarding cooperative training between the Springfield Fire Department and Ozarks Technical Community College.

Documents:

[2021-236.PDF](#)

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

**15. Council Bill 2021-242 (Simpson)**

A resolution authorizing the City Manager, or his designee, to apply for a grant of up to \$1,000,000 from the United States Economic Development Administration and the United States Department of Commerce for the purpose of further planning efforts and studies needed for the development of the Lake Springfield area in coordination with ForwardSGF Planning Efforts.

Documents:

[2021-242.PDF](#)

**16. EMERGENCY BILLS.**

**17. PUBLIC IMPROVEMENTS.**

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

**19. Council Bill 2021-243 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to accept a Crisis Cooperative Agreement grant from the Missouri Department of Health and Senior Services in the amount of \$432,334, for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$432,334, for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-243.PDF](#)

**20. Council Bill 2021-244 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to apply for and accept a grant from the Missouri Department of Transportation, providing for a grant of funds under Section 226.225 RSMo, to the City, by and through the Springfield-Branson National Airport Board, for the construction of an extension to the existing cargo apron at Springfield-Branson National Airport; appropriating \$500,000 of Springfield-Branson National Airport funds; amending



the budget of the Springfield-Branson National Airport Board for Fiscal Year 2021-2022 in the amount of \$1,000,000; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-244.PDF](#)

**21. AMENDED BILLS.**

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

**23. Council Bill 2021-245 (Romine)**

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 5.11 acres of Missouri Department of Transportation right-of-way, generally located in the 5900 through 6200 blocks of West State Highway 266, and referenced as Annexation A-3-2021, into the City of Springfield.

Documents:

[2021-245.PDF](#)

**24. Council Bill 2021-246 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.)(By: Simmons First National Bank; 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street; PD 378)

Documents:

[2021-246.PDF](#)

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

**26. Council Bill 2021-247 (Hosmer)**

A general ordinance amending the Springfield City Code, Chapter 42, 'Courts,' Division II, 'Municipal court,' Section 42-41, 'Court costs,' to correspond with

Division II, Municipal Court, Section 42-41, Court Costs, to correspond with changes in state law.

Documents:

[2021-247.PDF](#)

**27. Council Bill 2021-248 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property generally located at 2131 West Kingsley Street, to purchase the real property at this location; and authorizing certain other documents and actions in connection therewith.

Documents:

[2021-248.PDF](#)

**28. Council Bill 2021-249 (Hosmer)**

A special ordinance approving and accepting the proposal from the team, GAP Collaborative, as the best value team to design and construct the Grant Avenue Parkway Project; authorizing the City Manager, or his designee, to enter into a contract with the GAP Collaborative team leader, Radmacher Brothers Excavating Company, Inc.; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$2,714,000.

Documents:

[2021-249.PDF](#)

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

Phyllis Evans wishes to address City Council.

Ben Brown wishes to address City Council.

Lisa Meeks wishes to address City Council.

Meike Aton wishes to address City Council.

**30. NEW BUSINESS.**

The Public Involvement Committee recommends the following appointment to the Board of Equalization: Derek White, with a term to expire April 1, 2026.

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the Citizens Advisory Committee for Community Development: Brennan Pratt, with term to expire May 1, 2022.

The Public Involvement Committee recommends the following appointments to the Landmarks Board: Bryan Lenox, with a term to expire November 1, 2023, John Hawkins, with a term to expire November 1, 2022, and Jan Preston, with a term to expire November 1, 2021.

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

The Public Involvement Committee recommends the following reappointments to the Springfield- Greene-County Environmental Advisory Board: Barbara Garcia and Krista Peryer, with terms to expire October 1, 2024.

The Public Involvement Committee recommends the following appointments to the Springfield Greene-County Environmental Advisory Board: Lindsey McDaniel, with term to expire October 1, 2022, and Mark Millsap, with a term to expire October 1, 2024.

Mayor McClure is appointing Councilman Craig Hosmer to fill the open city position reserved for a City Council member on the Solid Waste District O Board.

31. **UNFINISHED BUSINESS.**

32. **MISCELLANEOUS.**

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

34. **Council Bill 2021-250 (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for continued maintenance of Advanced Traffic Management System software and hardware at the Transportation Management Center of the Ozarks.

Documents:

[2021-250.PDF](#)

35. **Council Bill 2021-251 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Missouri Highways and



an Intergovernmental Agreement with the Missouri Highways and Transportation Commission to participate in the On Call Work Zone Enforcement Program to provide enhanced traffic enforcement in work zones.

Documents:

[2021-251.PDF](#)

**36. Council Bill 2021-252 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the United States Postal Inspection Service to allow the Springfield Police Department to participate in the United States Postal Inspection Service Springfield Drug Task Force; and amending the budget of the Police Department in the amount of \$18,649.

Documents:

[2021-252.PDF](#)

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

**38. Council Bill 2021-253 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$16,850, to be used by the Springfield Police Department for the purpose of providing a Civilian Motorcycle Safety Training Course; amending the budget for the Police Department in the amount of \$16,850; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-253.PDF](#)

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

**40. Council Bill 2021-237 (Simpson)**

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

Documents:

[2021-237.PDF](#)

**41. Council Bill 2021-238 (Romine)**

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 Stalzer Addition, generally located at 1615 West Nichols 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.)

Documents:

[2021-238.PDF](#)

**42. Council Bill 2021-239 (Romine)**

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 Boing U.S. Holdco Subdivision, generally located at 2808 North Kansas Expressway, 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.)

Documents:

[2021-239.PDF](#)

**43. Council Bill 2021- 240 (Romine)**

A special ordinance approving the conveyance of real property at 2433 North Cottage Avenue to Sterling Fields; and authorizing the issuance of a quit claim deed.

Documents:

[2021-240.PDF](#)

**44. BOARD CONFIRMATIONS.**

Confirm the following appointments to the Public Housing Authority: Isabelle Jimenez Walker and Debbie Tinen, with terms to expire April 11, 2025.

Confirm the the following reappointment to the Public Housing Authority: Cheryl Clay, with a term to expire April 11, 2025.

**45. END OF CONSENT AGENDA.**

46. **ADJOURN.**

***Persons addressing City Council are asked to step to the microphone and 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 -1651 at least 3 days prior to the scheduled meeting.***

**September 7, 2021**  
**Springfield, Missouri**

The City Council met in regular session September 7, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. He recognized healthcare workers, public safety officers, and first responders in honor of the 20<sup>th</sup> Anniversary of September 11, 2001 terrorist attacks. Mayor McClure further recognized and gave thanks to Police Sargent Heather Anderson. She was given the award for valor by Governor Parson for her actions on June 9, 2020, when she saved the life of a fellow officer. A moment of silence was observed.

Mayor McClure also recognized Girl Scout Troop 1G member, McKenzie Jones who is working on a required merit badge called Citizenship in the Community.

|                       |                                                                                                                                                                  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Roll Call</b>      | Present: Richard Ollis, Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, and Ken McClure. Absent: None. |
| <b>Minutes</b>        | The minutes of August 23, 2021 City Council Meeting and August 31, 2021 Special City Council Meeting were approved as presented.                                 |
| <b>Consent Agenda</b> | The Consent Agenda was approved as presented.                                                                                                                    |

**CEREMONIAL MATTERS**

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City Manager Report</b> | Jason Gage, City Manager noted Invest DSM Executive Director Amber Lynch presented at the City Council Lunch meeting to answer questions about how Springfield's Restore SGF program could be patterned after the Des Moines nonprofit. Mr. Gage thanked Ms. Lynch for joining him and City Council members Richard Ollis, Abe McGull, and Heather Hardinger, along with many City staff members and community partners for working on this cause. Representative Bill Owen of the 131 <sup>st</sup> district, and Neighborhood Advisory Council Members Rusty Worley and Becky Volz are also a part of the contingent. He also thanked Brian Fogle, President and CEO of Community Foundation of the Ozarks, for committing \$600,000 toward the effort. |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Mr. Gage noted since the end of last winter, Community Partnership's Ozarks Alliance to End Homelessness has been exploring different models for offering overnight shelter, including expanding shelter access to every night during the winter. To find solutions, the City of Springfield and Community Partnership of the Ozarks are reaching out to the Springfield community. He explained the City would be holding virtual informational sessions starting on Thursday, September 9th at noon. This initial session will focus on an overview of crisis cold weather sheltering as well as a discussion on solutions around host sites. Additional sessions will focus on volunteer and transportation solutions. Each session will be held virtually via zoom with engagement sessions available in person at the O'Reilly Center for Hope.



Mr. Gage mentioned for those thinking about starting a new business, the City's Department of Workforce Development is offering a free virtual workshop regarding entrepreneurship.

Jon Mooney, Assistant Director of the Springfield- Greene County Health Department gave an update on the pandemic. He noted how the rate of new COVID-19 cases in Greene County continues to decline. The seven-day rolling average is down to 70, representing a 7% decline for the past week. While hospitalizations are down, there remains a high rate of severe illness compared to the number of cases in the community. Today 143 people are currently hospitalized with COVID-19 which consist of 72 people in the ICU and 37 people on ventilators. Mr. Mooney mentioned 53 people died in the month of August due COVID-19. He noted potentially hundreds of hospitalizations were prevented using monoclonal antibody infusion treatments at the state funded center. He further noted around 740 patients have received treatment at the facility staffed by the Missouri disaster medical assistance team. While the State funded center ended their operations in August, Jordan Valley Community Health Center, Cox Health, and Mercy are continuing to provide this treatment for to those who are at a higher risk of severe illness due to COVID-19. He noted 48% of Greene County residents, ages 12 and up, are fully vaccinated. He further noted Greene County is behind both the State and the National Vaccination rates. He expressed this is the time to get vaccinated against COVID and the variant before there is another surge or a new variant of this virus.

Mr. Mooney mentioned the amazing work of the Springfield Public Schools. He spoke about the prevention policies in place to help with those who did test positive for COVID-19 following the summer break. He noted as of Wednesday, Springfield Public Schools do not have any documented cases of transmission in the classroom. He further noted the universal masking policy allows students to stay in the classroom using modified quarantine. This practice allows unvaccinated students who have been identified as having close contact with a masked individual to continue to attend class. While these students still miss out on extracurricular activities and quarantine at home when not at school, they can continue to learn in person. Missouri State University, Drury University, and Evangel University and the Ozarks Technical Community College all have faculty, staff, and student vaccination rates surpass the overall community rate. All four institutions have been a part of this year's vaccination effort.

Mr. Mooney urged residents to be aware of other respiratory illnesses the coming months will bring to the community. He expressed the best thing to protect the children and the community is to get vaccinated. The COVID-19 outreach team continues to work to spread more information through the community.

Councilman Hosmer asked are we still seeing the same percentages of unvaccinated deaths as in the previous weeks. Mr. Mooney noted there were no changes in that information. Councilman Hosmer asked about the monoclonal antibody infusion and if it is a variation of the vaccine. Mr. Mooney explained the monoclonal antibody infusion treatment boosts the bodies antibody response to help provide a more robust immune response to the virus. He noted this is a timely treatment in the early stages of

the virus. He further noted this treatment reduces the severity of symptoms caused by the virus, but a vaccine is the best response to preventing serious illness or death.

Councilwoman Romine asked if people who have had COVID-19 previously, do they now have natural antibodies that would reduce the severity if they contracted the illness again, or its variants. Mr. Mooney explained people who have had COVID-19 do have a level of antibodies for protections, but there is not enough information about how long those natural antibodies last or if it is a vigorous enough of an antibody response to prevent future infections. He noted this is why those who previously had the virus are recommended to get the vaccine as it would add an extra layer of protection.

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

**Sewer Billing  
Memorandum  
Amendment**

Sponsor: Lear. Council Bill 2021-218.

A special ordinance authorizing the City Manager, or his designee, to amend the Sewer Billing Memorandum of Agreement between the City of Springfield and City Utilities which sets forth the sewer billing services and rates provided by City Utilities to the Department of Environmental Services.

Council Bill 2021-218. Special Ordinance 27561 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None Absent: None Abstain: None

**428 North  
Jefferson Ave;  
Renew Jordan  
Creek Phase II  
Project**

Sponsor: Romine. Council Bill 2021-219.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 428 North Jefferson Avenue as part of the Renew Jordan Creek Phase II project; and to execute all necessary documents in support thereof. (Staff recommends approval.)

Council Bill 2021-219. Special Ordinance 27562 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None Absent: None Abstain: None

**Major Street  
Resurfacing;  
Blevins Asphalt  
Construction**

Sponsor: Ollis. Council Bill 2021-220.

A special ordinance approving the plans and specifications for Major Street Resurfacing of Arterial Roadways in Springfield; accepting the bid of Blevins Asphalt Construction Company, Inc., in the amount of \$2,979,698.20, for said improvements; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Council Bill 2021-220. Special Ordinance 27563 was approved with the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: None Absent: None Abstain: None

**Employment Agreement; Jason A. Gage**

Sponsor: McClure. Council Bill 2021-221.

A special ordinance adopting and authorizing the Mayor to execute the Second Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Council Bill 2021-221. Special Ordinance 27564 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: None Abstain: None

**Memorandum of Understanding with Ozark Technical Community College**

Sponsor: Ollis. Council Bill 2021-222.

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Ozarks Technical Community College regarding the reporting and investigation of sexual assault, domestic violence, dating violence, and stalking incidents on Ozarks Technical Community College campus or involving Ozarks Technical Community College faculty, students, staff, or visitors.

Mayor Pro Tem Simpson recused himself and exited chambers.

Council Bill 2021-222. Special Ordinance 27565 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: Simpson None Abstain: None

Mayor Pro Tem Simson returned to the dais.

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

**Springfield Land Development Code Amendment; Acupuncturists**

Sponsor: Schilling. Council Bill 2021-214. Tabled until the September 7, 2021 City Council Meeting.

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of allowing acupuncturists as home occupations.

Mayor McClure noted the public hearing was held on August 23, 2021. He further noted this bill was tabled due to questions the Council had about other cities that allow this type of home occupation. Mayor McClure explained from the information he received, only two other cities in Missouri allow for this type of home occupation. He noted Councilman Schilling provided additional information to support this bill.

Council Bill 2021-214. Resolution 10595 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, Schilling, Simpson, Hosmer, and McClure. Nays: None Absent: None Abstain: McGull.

**Minor  
Neighborhood  
Improvement  
Funding for Police  
Department Body  
Worn Camera**

Sponsor: Lear. Council Bill 2021-225.

A resolution approving the use of funds from the Minor Neighborhood Improvement Program for the purpose of funding the Police Department Body Worn Camera Program.

Police Chief Paul Williams gave an overview of the proposed. He noted this is a Public Works project approved by the City in 2020. He explained funding for the first year of the program was approved utilizing the Minor Neighborhood Improvement Program for the Body Worn Camera Program. This bill is for years 2-5 funding utilizing the same funding source. He noted the requested lump-sum would be split equally through the four Council Zones and utilized over the next four years of the program.

Councilman Ollis asked about how the body worn cameras are performing today. Police Chief Williams responded the cameras are working better than expected. He noted the department has experienced little technical issues when utilizing these cameras and the benefits of using this technology through the community. He mentions how the use of the data has created accountability and transparency on the part of the officers to members of the public and vice versa.

Mayor Pro Tem Simpson asked in terms of evidentiary use, how does the body camera program help the process of filing reports. Police Chief Williams explained the process of linking the video with the reports. He noted documentation still happens for the report and the video is linked as part of evidence.

Councilman Hosmer asked if these have been utilized in the courtroom. Police Chief Williams responded that would be a question for the Prosecutor's Office. Councilman Hosmer asked if there was something that could be done to help with the data collection. Police Chief noted additional support staff would help with processing requests and paperwork.

Councilwoman Romine expressed how this bill could have utilized a different funding source.

Councilman McGull expressed the body cameras are a good tool for the Police Department to use. He asked the City Manager what the funding source will be for this program once the terms of the Minor Neighborhood Improvement funding are complete. Jason Gage, City Manager noted the budget is about balancing. He further noted once the final audit of the year is complete, it would be easier to see what other funding sources are available for use.

Councilman Hosmer expressed after speaking with constituents in different neighborhoods, body worn cameras are a big part of transparency and eliminating some of the arguments and helps build trust amongst the police officers and the people.

Mayor Pro Tem Simpson noted this is a major improvement for safer neighborhoods.



Councilman Lear noted funding is a balance on how the budget will be spent based off changing needs, and this measure was in place to help get the body worn cameras in operation.

Council Bill 2021-225. Resolution 10596 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None Absent: None Abstain: None

**The following bills appeared on the agenda under Emergency Bills.**

**Operating Budget Increase for Fieldhouse Sports Center**

Sponsor: Hardinger. Council Bill 2021-226.

A special ordinance amending the Park Board's Fiscal Year 2021-2022 operating budget by increasing both revenue and expenses in the amount of \$604,907.91 to fund the operations of the Fieldhouse SportsCenter for the period of September 28, 2021, through June 30, 2022; and declaring an emergency.

Bob Belote, Director of Parks & Recreation gave an overview of the proposed. He noted this bill will allow for the Parks Department to move forward with necessary budget items associated with the operation. He explained this is to minimize the disruption of existing teams, coaching, players, and tournaments already in place at the Fieldhouse. The proposed 9-month budget would allow for the Parks board to maintain the facility and adjust for the anticipated revenue received from the Fieldhouse. He thanked the Council for their support for the acquisition of this property and Springfield for their support of the Greene- County Parks Systems.

Councilman Lear noted there are no general funds for this property, and it is considered a balanced revenue for the City. He explained this is not a negative or positive income effect to the City.

Council Bill 2021-226. Special Ordinance 27566 was approved with the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: Romine. None Absent: None Abstain: None

**Employee Positions in the Parks Department**

Sponsor: Hardinger. Council Bill 2021-227.

A general ordinance amending the Fiscal Year 2021-2022 Budget of the Springfield-Greene County Park Board to adjust the authorized employee positions in the Parks Department by adding three full-time-equivalent positions, including one Recreation Services Coordinator Position (PAT 8), one Recreation Services Supervisor Position (PAT 6), and one Building Maintenance Worker (CLT 5) and to fund said positions; and declaring an emergency.

Bob Belote, Director of Parks & Recreation gave an overview for the proposed. He noted this request would appropriate nine-month operational funding for three full time positions. The proposed includes a budget adjustment for the three full time positions. Mr. Belote noted this request is time sensitive to get the Parks Department the needed staff.

Councilman Ollis inquired about the role the Building Maintenance Worker would have in maintaining the facility. Mr. Belote responded this would be a dedicated maintenance position specifically for this facility in addition to other part time positions. He explained this individual would not be shared amongst the other Parks facilities and, if needed, would enlist the help for the Chesterfield Village facility. Councilman Ollis noted as this facility moves forward, maintenance will be a key component to elevate this concept to the next level and increase sports tourism.

Council Bill 2021-227. General Ordinance 6682 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: Romine. Absent: None Abstain: None

## **PUBLIC IMPROVEMENTS**

### **The following bills appeared on the agenda under Grants.**

#### **Disaster Grants- Public Assistance**

Sponsor: Ollis. Council Bill 2021-228.

A special ordinance authorizing the City Manager, or his designee, to apply for and accept grant funds from the Disaster Grants – Public Assistance (Presidentially Declared Disasters) Missouri COVID-19 Pandemic program through the Department of Homeland Security Federal Emergency Management Agency, for qualifying expenditures from May 1, 2020, through June 30, 2021, in the amount of \$2,864,287.11; and declaring that this bill qualifies for approval in one reading.

Jody Vernon, Assistant Director of Finance & Comptroller gave an overview of the proposed. She noted this bill authorizes the City to apply for and accept public assistance grant funds from FEMA to cover qualifying expenditures in response to the COVID-19 pandemic. This declaration allows the City to access federal resources through the public assistance program. The typical reimbursement rate for the program is 75% from FEMA, 10% from the State, and 15% covered from City monies. She explains for the COVID-19 Public Assistance Program, 100% of eligible expenses are covered by FEMA through the end of the calendar year 2021.

Councilman Hosmer asked for clarification on the amount the Health Department has not been refunded. Ms. Vernon explained \$2.8 million has not been covered by other federal or state resources such as the CARES ACT monies received through Greene County. This does not include the monies allocated from ARPA to the Health Department.

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

Council Bill 2021-228. Special Ordinance 27567 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: Romine. Absent: None Abstain: None

**U.S. Department  
of Transportation  
Grant**

Sponsor: Ollis. Council Bill 2021-229.

A special ordinance authorizing the City Manager, or his designee, to apply for and accept a grant from the U.S. Department of Transportation, acting for the United States, under the Small Community Air Service Development Program in an amount of up to \$750,000, for the purpose of providing funds to address the air service needs of the community; accepting local matching funds from the Springfield Business Development Corporation of up to \$90,000; accepting up to \$60,000, from the Missouri Highways and Transportation Commission; appropriating up to \$25,000, of Airport funds; amending the budget of the Airport Board for Fiscal Year 2021-2022 in the amount of \$925,000; and declaring an emergency.

Brian Weiler, Director of Aviation gave an overview of the proposed. He noted this grant would allow the Springfield Airport to possibly expand services. Mr. Weiler explained the impact the pandemic has had on the airport. He noted this grant is used to enhance and promote air service. It would allow for guaranteed revenue and marketing support but would not be a guarantee of new services. He explained the current grant program has community matching funds, targets an east coast hub, and will take time to develop.

Mayor McClure asked how competitive this grant is. Mr. Weiler expressed it is a very competitive grant. He noted there were 78 applications competing for \$80 million and Springfield was awarded one of the 22 grants in the FAA Central Region.

An opportunity was given for citizens to express their views.

Matt Marrow spoke in support of the proposed. He expressed this would be a good investment for the City of Springfield and would help with expanding the airport. He thanked Council for their work.

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

Council Bill 2021-229. Special Ordinance 27568 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None Absent: None Abstain: None

**AMENDED BILLS**

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

**Rezoning; 1905  
and 1933 North  
Glenstone Avenue**

Sponsor: McGull. Council Bill 2021-230.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing District, to HC, Highway Commercial District; establishing Conditional Overlay District No. 202; and adopting an updated Official Zoning Map.

(Staff and Planning and Zoning Commission both recommend approval.) (By: TKG III Springfield LLC; 1905 & 1933 North Glenstone Avenue; Z-18-2021 w/COD #202)

Brendan Griesemer, Acting Director of Planning and Development gave an overview of the proposed. He noted this is a comprehensive plan appropriate for medium intensity retail, office, or housing. It is located at the intersection of a primary arterial and local roadway of Glenstone and Atlantic. He noted this area is already developed and a stormwater detention is not applicable. He further noted a traffic study would be required at the time of development.

An opportunity was given for citizens to express their views.

Teresa Davidson noted she represents the owner in the proposed and is available should Council have questions.

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

**Zoning  
Regulations; Grant  
Avenue Parkway  
District Standards**

Sponsor: Schilling. Council Bill 2021-231.

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 7, Grant Avenue Parkway District Standards. (Staff and Planning and Zoning Commission both recommend approval.)

Randall Whitman, Principal City Planner gave an overview of the proposed. He explained some clarifying language and noted this bill would also allow for an exemption for any expansion and enlargement of existing structures in Subdistrict A, which would include a reduction in minimum height, building orientation, siting, and design.

Councilman McGull mentioned it may be beneficial for solving the parking issue if there was the possibility of adding a shuttle service between Grant Avenue and Commercial St.

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

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

**2022 Operating  
Budget; City  
Utilities**

Sponsor: Ollis. Council Bill 2021-232.

A special ordinance approving City Utilities' Fiscal Year 2022 Operating Budget for its Fiscal Year ending September 30, 2022.

Rob Rector, City Utilities Board Chair gave an overview of the proposed. He noted this budget will focus on resiliency of systems and advancing the quality of life in the community. He explained it would allow continued progress on the expansion of the Spring Net Fiber network to provide highspeed broadband to the community. He noted the 2022 budget does not include any base rate increases. This budget includes a

strong focus on infrastructure with a continued emphasis on natural gas/water main renewals and electric pole replacements. He noted the proposed will also funding to underground and relocating facilities along the Grant Avenue Parkway Corridor. It would provide the community with over 40% of its electricity needs through renewable energy.

Mayor Pro Tem Simpson thanked Mr. Rector for his service on the Public Utilities Board. He asked how Springfield compares to other communities in the usage of renewable energy. Mr. Rector responded the 40% far exceeds the other communities within the State of Missouri. The CU team continues to grow the usage of renewable resources and remains an important priority of City Utilities.

Mayor McClure inquired where Springfield's percentage in overall utility usage compared to other communities. Amy Derald, Vice President- Chief Financial Officer noted when looking at investor-owned utilities and requirements in the State of Missouri, Springfield is 25% over the renewable target.

Ms. Derald presented an overview of the 2022 budget. She explained the rise in natural gas prices compared to what was projected for the year. She noted as we move towards winter, CU is working on information to send to the customers about natural gas cost. She expressed the cost incurred by the CU company is dollar for dollar what the customer pays. She presented information about the retail power supply mix. She compared 2021 and what is requested for 2022 regarding expenditures, receipts, disbursement, community services, and active energy services programs. Ms. Derald explained the winter weatherization program response caused by the February storms and what programs put into place to help low-income customers.

Councilman Hosmer asked if there was a way to provide free public transportation for those in need. Ms. Derald explained there are certain bonds and ordinances that do not allow CU to provide certain free services. She expressed CU is working on other options to address this need. Councilman Hosmer inquired if CU always utilizes all the resources that are available in the weatherization program to help those who are unable to pay for their utility bills due to poorly insulated homes. Ms. Derald explained in a normal year, the insulation rebates are up to a 20% coverage for the expenditure but in 2022 they are looking at covering 100% with the proposed budget.

Mayor Pro Tem Simpson asked what changes would need to be made with the bonds and ordinances for CU to be able to offer fare free services to those in need. Ms. Derald explained these restrictions were set in Springfield's Charter and expressed there would need to be a change within the charter.

Councilman Lear noted many individuals are tenants and may not be aware of the programs available through CU. He expressed wanting to find a way to motivate those individuals to utilize these services.

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



**City Utilities  
Operational  
Budget; Extreme  
Weather Events**

Sponsor: Lear. Council Bill 2021-233.

A special ordinance approving City Utilities Supplemental Fiscal Year 2021 Operating Budget for changes to items of expenditure and total disbursement authority related to the extreme weather events which occurred from February 11, 2021 through February 20, 2021.

Amy Derald, Vice President- Chief Financial Officer gave an overview of the proposed. She explained City Utilities supplement budget and contingency plan for 2022. She noted this relates to the increase in natural gas cost and the issues occurred during the extreme weather events in February other inflation cost.

Councilman Ollis complimented City Utilities for the way they handled the extreme weather conditions in February and allowing the citizens to pay the rise in natural gas cost over time.

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

**Edward Byrne  
Memorial Justice  
Grant**

Sponsor: Hardinger. Council Bill 2021-234.

A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$178,469 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2021-2022 in the amount of \$178,469.

Police Chief Paul Williams gave an overview of the proposed. He noted this is a dual bill which will allow the Police Department to accept a grant and approve an agreement with Greene County. He explained the Department of Justice utilizes a formula to determine the amount awarded with grant funds. He explained the stipulation of the grant notes if another entity handles more than 50% of housing and prosecution of prisoners, then the grant must be shared. He noted using those monies, the Springfield Police Department would purchase Risk Terrain Modeling Software. He mentions this would allow for technological advances to help with the efficiency of the department. He further noted it would allow for upgrades to surveillance vehicles and upgrades to the mobile command post by purchasing equipment to make those items more modern. Chief Williams noted Greene County would utilize these funds to purchase professional standard software and brush guards for their patrol vehicles.

Councilman Hosmer asked what Risk Terrain Modeling Software is. Chief Williams responded it is an algorithm software developed by a University to evaluate the potential of criminal activity in an area. It analyzes different variables to help decide where to deploy officers in the community. Councilman Hosmer asked how the grant award amount was determined for Springfield. Chief Williams noted the grant amount was based off a formula used by the Department of Justice. The decision on how to

split the grant between Greene County and the City of Springfield was negotiated between the two parties when the agreement was first put into place.

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

**Salary Ordinance;  
Airport**

Sponsor: Hosmer. Council Bill 2021-235.

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for six new job titles and deleting one job title; and amending the Fiscal Year 2021-2022 budget of certain City departments to reallocate funds for the addition of one new full-time equivalent position at the Airport and transitioning 29 contract positions to 29 full-time equivalent positions and adjusting the authorized employee positions.

Darla Morrison, Director of Human Resources gave an overview of the proposed. She noted there are three components to this bill. She explained the first component consists of six new job titles and deletion of one job title based on recommended organization changes and job studies completed. The second component includes recommendations to transition 29 contract positions to regular full-time employees. She noted these contract positions were for long term services and ongoing needs have been established with existing funding already approved. Ms. Morrison noted the last component is for one full time employee for the Springfield Airport police officer to address increased security needs due to growth of passengers out of the Airport.

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

**Springfield Fire  
Department and  
OTC training  
program**

Sponsor: Hosmer. Council Bill 2021-236.

A special ordinance authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College regarding cooperative training between the Springfield Fire Department and Ozarks Technical Community College.

Mayor Pro Tem Simpson recused himself and exited chambers.

David Pennington, Fire Chief gave an overview of the proposed. He noted this would be a revised Intergovernmental Agreement for a training program with the Springfield Fire Department and Ozark Technical Community College science program.

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

Mayor Pro Tem Simpson returned to his dias.

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

|                       |                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Did Not Appear</b> | Isreal Reel did not appear to address City Council.                                                                                                                                                                                                                                                                                                                                                |
| <b>Appeared</b>       | Daniel Gross addressed the Council. He expressed his thoughts on how to help the homeless populations. He spoke about repurposing areas to help those who are needing housing and services to help with mental health issues.                                                                                                                                                                      |
| <b>Did Not Appear</b> | Cedric Smith did not appear to address City Council.                                                                                                                                                                                                                                                                                                                                               |
| <b>Appeared</b>       | Crista Hogan addressed the Council. She spoke on citizens participation during City Council meetings. She expressed different ways to address issues amongst the community and ensure citizens have a chance to express themselves in a professional manner.                                                                                                                                       |
| <b>Did Not Appear</b> | Daryl Day did not appear to the Council.                                                                                                                                                                                                                                                                                                                                                           |
| <b>Appeared</b>       | Darlene Steele addressed the Council. She thanked councilmembers for their work. She spoke on returning to masking and limitation to large public gatherings. She expressed her frustration with how many chose to negatively approach the Council.                                                                                                                                                |
| <b>Appeared</b>       | <p>Kevin Ray Evans addressed the Council. He spoke of the positives of masking and vaccinations. He provided statistics to the number of deaths here in Springfield. He expressed his first experience with close family members dying from COVID-19. He expressed the importance of caring for your neighbors.</p> <p>Mayor Pro Tem Simpson extended his condolences.</p>                         |
| <b>Appeared</b>       | Cindy Austin addressed the Council. She spoke on mask mandates in schools and her belief of the negative health effects of masking.                                                                                                                                                                                                                                                                |
| <b>Appeared</b>       | Gerald Keim addressed the Council. He expressed his opinion about homelessness and masking.                                                                                                                                                                                                                                                                                                        |
| <b>Appeared</b>       | Lisa Meeks addressed the Council. She addressed the issue of vaccine promotions. She expressed her opinion regarding information provided by national health professionals.                                                                                                                                                                                                                        |
| <b>Appeared</b>       | <p>Jan DuMas addressed the Council. She provided Council with a literature regarding informed consent.</p> <p>Councilman Hosmer asked if she understood some information in the pamphlet has been updated since it was last presented. Ms. DuMas expressed her opinion the information contained in the literature is to be believed, and the Pfizer vaccine has not been approved by the FDA.</p> |

**Appeared** Susan Carter addressed the Council. She expressed her thoughts about the government mandates and her personal health choices.

**Withdrew** Courtney Fletcher withdrew her request to speak with City Council.

Anita Cotter, City Clerk noted Phllinda Shepley provided comments that were distributed to members of Council and would be reflected in the minutes.

**The following items appeared on the agenda under New Business.**

**Recommended** The Mayor recommends the following appointments to the Public Housing Authority: Isabelle Jimenez-Walker and Debbie Tinen, with terms to expire April 11, 2025.

**Recommended** The Mayor recommends the following reappointment to the Public Housing Authority: Cheryl Clay, with a term to expire April 11, 2025.

**UNFINISHED BUSINESS**

**MISCELLANEOUS**

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

**Sanitary Sewer Easements; 3101 South Glenstone Avenue** Sponsor: Simpson. Council Bill 2021-237.

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

**Preliminary Plat of Stalzer; 1605 West Nichols Street** Sponsor: Romine. Council Bill 2021-238.

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 Stalzer Addition, generally located at 1615 West Nichols 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.)

**Preliminary Plat of Boing, 2808 North Kansas Expressway** Sponsor: Romine. Council Bill 2021-239.

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 Boing U.S. Holdco Subdivision, generally located at 2808 North Kansas Expressway, 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.)

**Real Property at  
2433 North  
Cottage Avenue to  
Sterling Fields**

Sponsor: Romine. Council Bill 2021- 240.

A special ordinance approving the conveyance of real property at 2433 North Cottage Avenue to Sterling Fields; and authorizing the issuance of a quit claim deed.

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

**Downtown  
Springfield CID  
Board of Directors**

Sponsor: McClure. Council Bill 2021- 241.

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

Council Bill 2021-241. Resolution 10597 was approved by the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None Abstain: None.

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

**Joint Funding  
Agreement;  
Streamgages**

Sponsor: McGull. Council Bill 2021-223.

A special ordinance authorizing the City Manager, or his designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

Council Bill 2021-223. Special Ordinance 27569 was approved by the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None Abstain: None.

**END OF CONSENT AGENDA.**

**Motion to Adjourn**

Mayor Pro Tem Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Romine, McGull, Schilling, Simpson, Ollis, Lear, Hardinger, and McClure. Nays: Hosmer. Absent: None. Abstain: None. The meeting adjourned at 9:30 p.m.

Prepared by  
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC  
City Clerk

One-rdg. \_\_\_\_\_  
P. Hrngs.     X      
Pgs.     16      
Filed:     08-31-21    

Sponsored by:     McGull    

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

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

COUNCIL BILL     2021- 230    

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

### AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning  
2 map and rules for interpretation,' by rezoning approximately 3.91 acres of  
3 property generally located at 1905 and 1933 North Glenstone Avenue  
4 from HM, Heavy Manufacturing District, to HC, Highway Commercial  
5 District; establishing Conditional Overlay District No. 202; and adopting an  
6 updated Official Zoning Map. (Staff and Planning and Zoning Commission  
7 both recommend approval.)  
8 \_\_\_\_\_  
9

10 WHEREAS, an application has been filed for a zoning change of the property  
11 generally located at located at 1905 and 1933 North Glenstone Avenue from HM, Heavy  
12 Manufacturing District, to HC, Highway Commercial District, with Conditional Overlay  
13 District No. 202; and  
14

15 WHEREAS, Conditional Overlay District No. 202 shall modify the requirements  
16 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial  
17 District, by requiring that the property described in "Exhibit B" comply with the  
18 requirements described in "Exhibit A;" and  
19

20 WHEREAS, following proper notice, a public hearing was held before the  
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"  
23 and said Commission made its recommendation; and  
24

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff  
26 report concerning the application which is attached hereto and incorporated herein by  
27 this reference as "Exhibit D;" and  
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and  
30 said hearing was held in accordance with law.  
31

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



34  
35       Section 1 – The property described in "Exhibit B," which is attached hereto and  
36 incorporated herein by this reference, is hereby rezoned from HM, Heavy Manufacturing  
37 District, to HC, Highway Commercial District, with Conditional Overlay District No. 202.  
38 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for  
39 interpretation,' is hereby amended, changed and modified consistent with this  
40 Ordinance.

41  
42       Section 2 – City Council hereby establishes Conditional Overlay District No. 202  
43 which shall contain the requirements and standards provided on "Exhibit A," which is  
44 attached hereto and incorporated herein by this reference as though set forth herein.  
45 The requirements of Conditional Overlay District No. 202 shall modify the requirements  
46 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial  
47 District, by requiring the property described on "Exhibit B" comply with the requirements  
48 contained in "Exhibit A."

49  
50       Section 3 – City Council hereby directs the City Manager, or designee, to update  
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map  
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in  
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and  
54 rules of interpretation.'

55  
56       Section 4 – The Official Zoning Map herein adopted shall be maintained and  
57 archived in the same digital form in which this Council has approved its adoption.

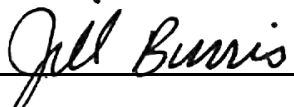
58  
59       Section 5 – This Ordinance shall be in full force and effect from and after  
60 passage.

61  
62 Passed at meeting: \_\_\_\_\_

63  
64 \_\_\_\_\_  
65 Mayor

66  
67 Attest: \_\_\_\_\_, City Clerk

68  
69 Filed as Ordinance: \_\_\_\_\_

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

73  
74  
75 Approved for Council action: , City Manager

## EXPLANATION TO COUNCIL BILL 2021 -230

FILED: 08-31-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing to HC, Highway Commercial and establishing Conditional Overlay District No. 202. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

### ZONING CASE NUMBER Z-18-2021/ CONDITIONAL OVERLAY DISTRICT NO. 202

The applicant is requesting to rezone approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing to HC, Highway Commercial District and establishing Conditional Overlay District No. 202. The applicant intends to alleviate the bufferyard requirement adjacent to the neighboring HC property for future development of the property.

This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* which designates this property as appropriate for Medium-Intensity Retail, Office, or Housing. This mixed category indicates that a variety of commercial uses and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. The HC district is one of the zoning districts that the *Plan* recommends for this land use category.

REMARKS:

The Planning and Zoning Commission held a public hearing on August 12, 2021, and recommended to approve, by a vote of 9 to 0.

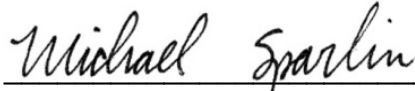
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-Intensity Retail, Office, or Housing. The HC district is one of the zoning districts that the *Plan* recommends for this land use category.

2. The HC district is consistent with the other properties located along Glenstone Avenue which depend upon high visibility; generate high traffic volumes or cater to the traveling public.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP  
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood meeting summary

## Exhibit A

### CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-18-2021 & CONDITIONAL OVERLAY DISTRICT NO. 202

The requirements of *Section 36-422* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic study shall be submitted at the time of future development/redevelopment based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of the building permit.

**Exhibit B**

**LEGAL DESCRIPTION  
ZONING CASE Z-18-2021 & CONDITIONAL OVERLAY DISTRICT NO. 202**

Lots 39-46 and 57-68 and all of vacated alley between said lots and all of vacated Waverly Avenue between said lots except for the east 25 feet of the north 100 feet of said avenue, subject to existing utility easements, all in Parke and Burlingam Addition.

**Exhibit C**

**RECORD OF PROCEEDINGS  
ZONING CASE Z-18-2021 & CONDITIONAL OVERLAY DISTRICT NO. 202  
RECORD OF PROCEEDINGS  
Planning and Zoning Commission – August 12, 2021**

Z-18-2021 w/COD #202  
1905 & 1933 North Glenstone Avenue  
**Applicant:** TKG III Springfield, LLC

Mr. Neal states that this is a request to rezone approximately 3.9 acres of property generally located at 1905 & 1933 North Glenstone Avenue from HM, Heavy Manufacturing District to HC, Highway Commercial District and establishing Conditional Overlay District No. 202. The Comprehensive Plan identifies the property appropriate for Medium Intensity Retail, Office or Housing which supports the rezoning to HC. The Transportation Plan classifies Glenstone Avenue as a primary arterial and Atlantic Street as a local roadway. The applicant intends to construct additional self-storage facilities and is wanting to reduce the required bufferyard between the adjacent HC. A Conditional Overlay District has been requested for a Traffic Impact Study at the time of development. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee in lieu of on-site stormwater detention is not applicable because the site is already developed. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Teresa Davison, 535 W. Battlefield Street, reducing the zoning from HM, Heavy Manufacturing, to HC, Highway Commercial. No attendance at neighborhood meeting, no immediate plans to add any storage, just getting the bufferyard established.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Knuckles motioned to **approved** Z-18-2021 w/COD #202 (1905 & 1933 North Glenstone Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP  
Planning Manager

# Exhibit D



## Development Review Staff Report

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

AUGUST 12, 2021

September 7, 2021

**CASE:** Z-18-2021 w/COD #202

**ACRES:** Approximately 3.91 acres

**LOCATION:** 1905 & 1933 North Glenstone Avenue

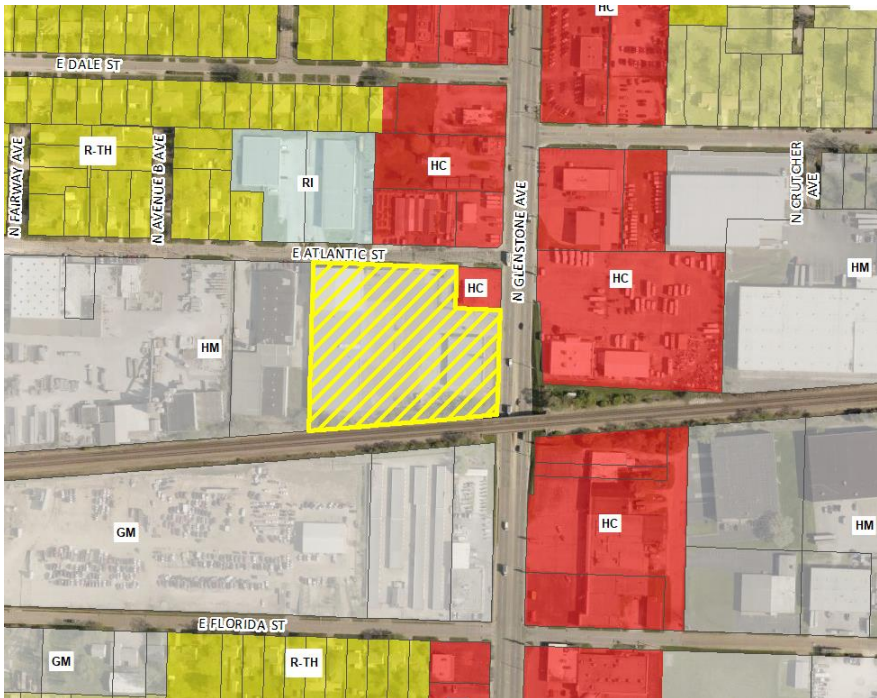
**EXISTING LAND USE:** Commercial Warehouse and storage facility

**APPLICANT:** TKG III Springfield LLC

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

**STAFF RECOMMENDATIONS:**  
 Approve

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



### SUMMARY OF REQUEST:

Request to rezone approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing to HC, Highway Commercial and establishing Conditional Overlay District No. 202.

### FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use* Element of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing. The HC district is one of the zoning districts that the *Plan* recommends for this land use category.
2. The HC district is consistent with the other properties located along Glenstone Avenue which depend upon high visibility; generate high traffic volumes or cater to the traveling public.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

### SURROUNDING ZONING AND LAND USES:

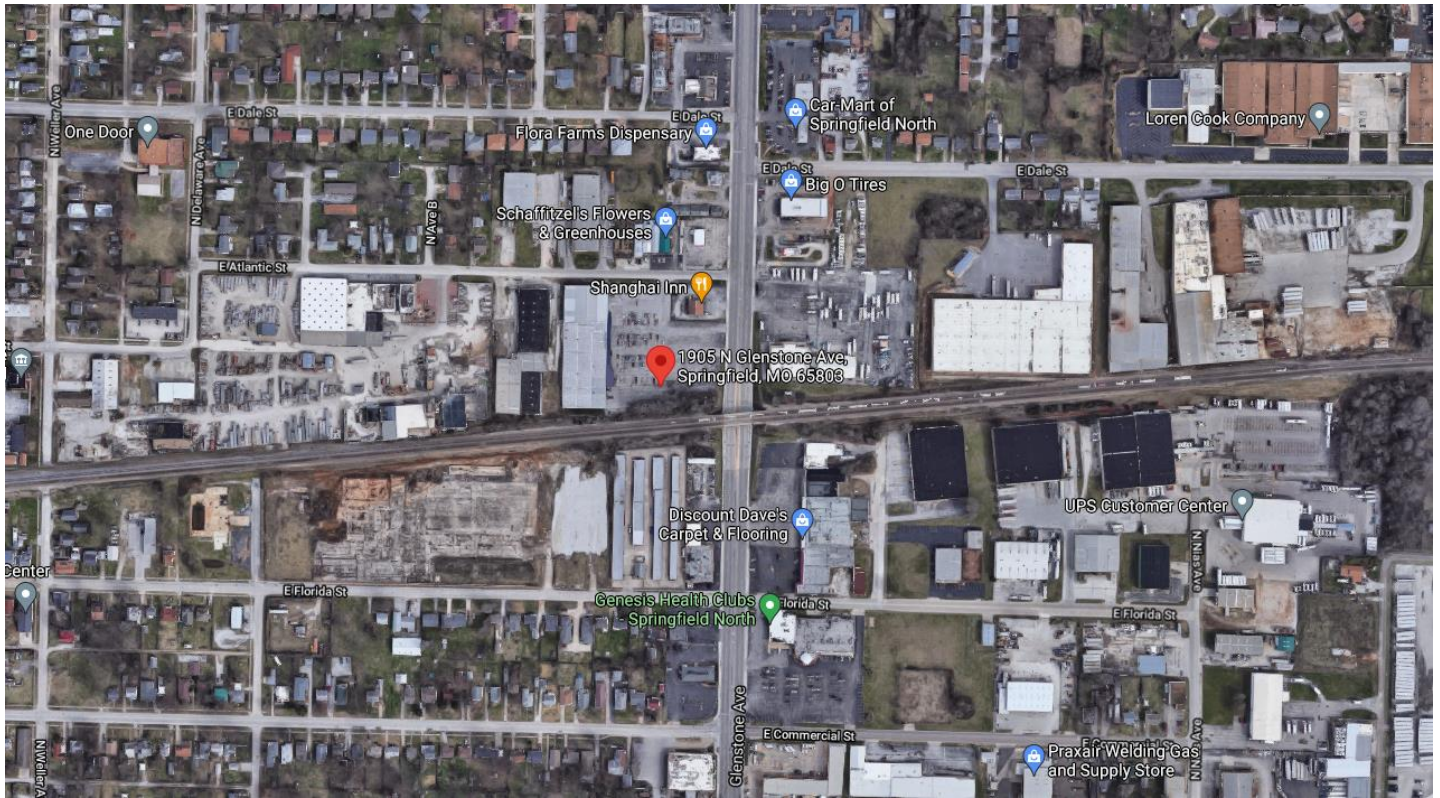
|                 | NORTH                                                               | SOUTH                                                           | EAST     | WEST                            |
|-----------------|---------------------------------------------------------------------|-----------------------------------------------------------------|----------|---------------------------------|
| <b>ZONING</b>   | HC, RI                                                              | GM                                                              | HC       | HM                              |
| <b>LAND USE</b> | Truck sales and rental, nursey & greenhouse, office and storage use | Railroad track, commercial sales, self-service storage facility | RV sales | Manufacturing and warehouse use |



# Development Review Staff Report



## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



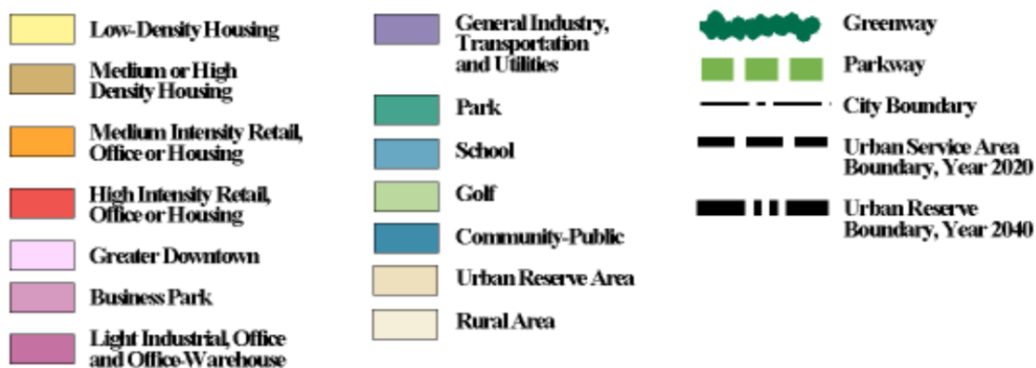
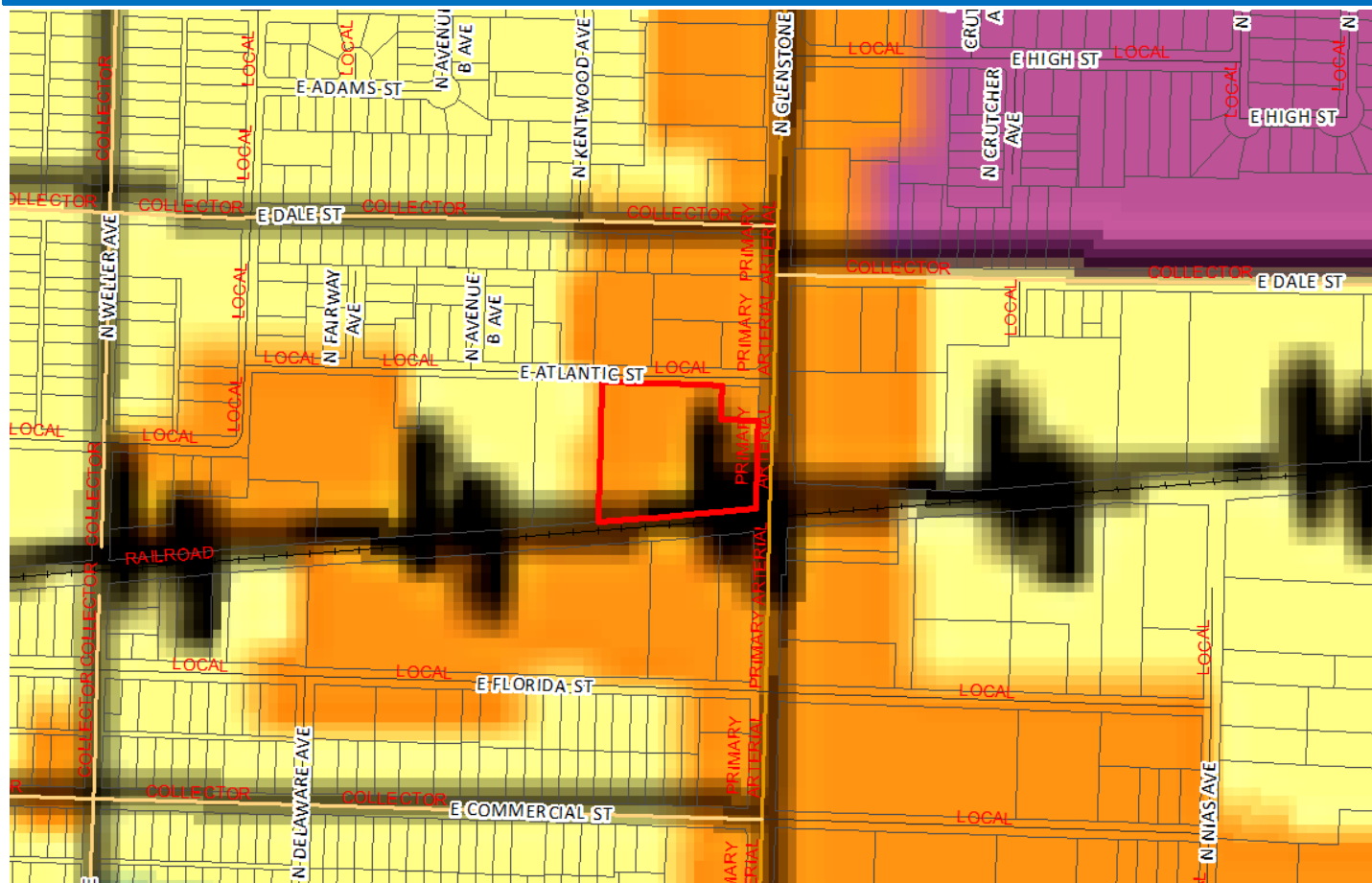
## GOOGLE MAPS STREET VIEW:



# Development Review Staff Report



## GROWTH MANAGEMENT AND LAND USE PLAN:



# Development Review Staff Report



## PROPERTY HISTORY:

The subject property has been zoned HM since the citywide remapping in 1995.

## PLANNING AND ZONING COMMISSION AUTHORITY:

### Sec. 36-367. – Amendments

(7) Findings by the commission.

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

## ZONING ORDINANCE OR CODE REQUIREMENTS:

| CODE ITEM                       | REQUIREMENTS FOR HC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Use Limitations                 | (a)Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.<br>(b)No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district.<br>(c)All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface.<br>(d)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.<br>(e)No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.<br>(f)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). |
| Maximum Structure Height        | None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Minimum open space requirements | Not less than 20 percent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bulk plane                      | All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Bufferyard and landscaping      | Whenever any development in an HC district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



# Development Review Staff Report



## COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

## STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 3.91 acres of property generally located at 1905 and 1933 North Glenstone Avenue from HM, Heavy Manufacturing to HC, Highway Commercial District and establishing Conditional Overlay District No. 202. The applicant intends to alleviate the bufferyard requirement adjacent to the neighboring HC property for future development of the property.
  - 2) This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium-intensity Retail, Office or Housing. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. The HC district is one of the zoning districts that the *Plan* recommend for this land use category.
  - 3) The HC district is consistent with the other properties located along Glenstone Avenue which depend upon high visibility; generate high traffic volumes or cater to the traveling public.
  - 4) The Major Throughfare Plan classifies Glenstone Avenue as a Primary Arterial roadway and Atlantic Street as a local street.
  - 5) Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
- 
- 6) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

## NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 22, 2021. The meeting summary is attached (Attachment 3).

## PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 14

Returned: 0

## DEPARTMENT COMMENTS:

### ATTACHMENT 1

#### DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

#### CITY UTILITIES:

No issues with the proposed rezoning

#### DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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

#### FIRE DEPARTMENT:

No issues with zoning.

# Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

## STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Glenstone Ave. as a Primary Arterial roadway, and E. Atlantic St. as a Local roadway. The standard right-of-way width for N. Glenstone Ave. is 50 feet from the centerline, and E. Atlantic St. is 25 feet from the centerline. It appears no additional right-of-way is needed on either roadway. A survey is recommended to determine the exact amount of existing right-of-way as nothing is allowed to be constructed within public right of way. N. Glenstone Ave. is a state maintained street. E. Atlantic St. is a city maintained street.

## TRAFFIC COUNTS & ON-STREET PARKING

The traffic count for N. Glenstone Ave is 35,032 vehicle per day. There are no recent traffic counts for E. Atlantic Street. On-street parking is not allowed on either street.

## DRIVEWAY ACCESS

There is currently one (1) driveway access point onto the property from both streets. No additional access will be allowed from the property based on current City standards.

## SIDEWALK

There is existing sidewalk along the property frontage on N. Glenstone Ave. There is no existing sidewalk along the property frontage of E. Atlantic however, the developer has paid a fee in lieu of constructing sidewalks when the property previously redeveloped.

## TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one (1) bus stop along N. Glenstone Ave. just north of Atlantic St. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

## IMPROVEMENTS

The change in zoning triggers an increase of more than 1000 trips per day and more than 100 trips per PM peak. A traffic study shall be submitted at the time of development based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of the building permit.

**TRAFFIC - TABLE 1: REZONING DETAILS**

|                            | Street Name        | Street Classification | On-Street Parking | Existing Street ROW from Centerline (ft.) (Approx.) | Required Street ROW from Centerline (ft.) |
|----------------------------|--------------------|-----------------------|-------------------|-----------------------------------------------------|-------------------------------------------|
| Street 1                   | N. Glenstone Ave   | Primary Arterial      | No                | 50                                                  | 50                                        |
| Street 2                   | E. Atlantic Street | Local                 | No                | 25                                                  | 25                                        |
|                            |                    | AM Peak               | PM Peak           | Weekday                                             | Weekend                                   |
| Existing Trips Generated   |                    | 28                    | 32                | 153                                                 |                                           |
| *Proposed Trips Generated  |                    | 63                    | 262               | 2,815                                               |                                           |
| Additional Trips Generated |                    | 35                    | 230               | 2,662                                               |                                           |

# Development Review Staff Report



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

## DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek North Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out.**

The property **is not in a stream buffer area.**

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

# Development Review Staff Report



## REQUIREMENTS FOR APPROVAL:

### ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-18-2021 & CONDITIONAL OVERLAY DISTRICT NO. 202

The requirements of *Section 36-422* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic study shall be submitted at the time of future development/redevelopment based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of the building permit.



**Heithaus Engineering & Associates, Inc.**  
Consulting Engineering & Land Surveying – *Since 1979*

535 W. Battlefield St. Springfield, MO 65807  
(417) 887-3238 Fax (417) 887-1940

E-mail: HEI@heiweb.com  
www.heiweb.com

August 2, 2021

Re: **Neighborhood Meeting Summary**  
PLN2021-00325 Rezoning Request  
1905 & 1933 N. Glenstone Ave.  
Storage-Mart

The neighborhood meeting for this request was held onsite at 1905 N. Glenstone Ave. on Thursday, July 22, 2021 between 4 pm and 6:30 pm. From the approximate 86 mailers that were sent to neighbors within a 500-ft. radius, there were no neighboring property owners that attended the meeting to inquire about the proposed zoning and discuss how it may impact them. For this reason, a neighborhood meeting sign-in sheet is not included with this summary.

I did receive one phone call from a neighboring property owner, Glenstone Court Motel. Returning the phone call, we discussed that the property is already developed and that there is not planned change of use. The request for zoning change was to reduce the existing zoning from Heavy Manufacturing (HM) to Highway Commercial (HC) to alleviate bufferyard requirements. The Owner has had difficulty maintaining the required vegetation. Matching the HC zoning to the adjacent property (Shanghai Inn), a bufferyard will not be required.

Please let me know if there are any questions or any additional information is needed.

Respectfully,

*Teresa A. Davison*

Teresa A. Davison, P.E.



One-rdg. \_\_\_\_\_  
P. Hrngs.     X      
Pgs.     22      
Filed:     08-31-21    

Sponsored by:     Schilling    

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

COUNCIL BILL     2021- 231     GENERAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Article III, 'Zoning Regulations,'  
2 Division 7, Grant Avenue Parkway District Standards. (Staff and Planning  
3 and Zoning Commission both recommend approval.)  
4 \_\_\_\_\_

5  
6 WHEREAS, on March 16, 2021, City Council, by Resolution 10565, adopted the  
7 *Grant Avenue Parkway Corridor Plan* as an element of the Springfield Comprehensive  
8 Plan for the development of the City of Springfield, Missouri; and  
9

10 WHEREAS, the *Grant Avenue Parkway Corridor Plan* serves as a guide to  
11 establish local policy decisions pertaining to land use, development form and intensities,  
12 access and connections, and transitions into the surrounding neighborhoods along the  
13 Grant Avenue Parkway; and  
14

15 WHEREAS, one of the recommendations in the *Grant Avenue Parkway Corridor*  
16 *Plan* was to establish a new zoning district as the primary implementation mechanism to  
17 promote the development concepts and strategies outlined in the *Grant Avenue*  
18 *Parkway Corridor Plan* and to initiate rezoning of the corresponding properties; and  
19

20 WHEREAS, on June 28, 2021, City Council, by General Ordinance 6661,  
21 amended the Springfield Land Development Code, Article III, Zoning Regulations, to  
22 add a new Division 7, Grant Avenue Parkway ("GAP") District Standards, and, by  
23 General Ordinance 6662, rezoned approximately 72.33 acres of property to the Grant  
24 Avenue Parkway District; and  
25

26 WHEREAS, on July 15, 2021, the Planning and Zoning Commission initiated text  
27 amendments to the GAP District to consider changes to several code sections that  
28 failed to achieve the original flexibility and preservation goals outlined in the *Grant*  
29 *Avenue Parkway Corridor Plan* and to clarify sections related to parking, access, and  
30 permitted uses in the GAP District; and  
31

32 WHEREAS, following proper notice, a public hearing was held on August 12,  
33 2021, before the Planning and Zoning Commission, a copy of the Record of  
34 Proceedings from said public hearing being attached hereto and incorporated herein by

35 this reference as "Exhibit A," and said Commission made its recommendation; and

36  
37 WHEREAS, proper notice was given of a public hearing before City Council, and  
38 said hearing was held in accordance with law.

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

42  
43 Section 1 – The Springfield Land Development Code, Article III, 'Zoning  
44 Regulations,' Division 7, Grant Avenue Parkway District Standards, is hereby amended  
45 as set forth in "Exhibit B - Attachment 2," which is attached hereto and incorporated  
46 herein by this reference as if set forth verbatim.

47  
48 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to  
49 affect any suit or proceeding now pending in any court, or any rights acquired or liability  
50 incurred, nor any cause or causes of action accrued or existing, under any act or  
51 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
52 impaired, or affected by this Ordinance.

53  
54 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
55 phrase of this Ordinance is for any reason held to be invalid, such decision shall not  
56 affect the validity of the remaining portions of this Ordinance. City Council hereby  
57 declares that it would have adopted the Ordinance and each section, subsection,  
58 sentence, clause, or phrase thereof, irrespective of the fact that any one or more  
59 sections, subsections, sentences, clauses, or phrases be declared invalid.

60  
61 Section 4 – This Ordinance shall be in full force and effect from and after  
62 passage.

63  
64 Passed at meeting: \_\_\_\_\_

65  
66  
67 \_\_\_\_\_  
68 Mayor

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

70  
71 Filed as Ordinance: \_\_\_\_\_

72  
73  
74 Approved as to form: Jill Burris, Assistant City Attorney

75  
76  
77 Approved for Council action: Jason R. Hays, City Manager

## **EXPLANATION TO COUNCIL BILL 2021-231**

FILED: 08-31-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend the Springfield Land Development Code, Article III, Zoning Regulations, Division 7, *Grant Avenue Parkway District Standards*. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

### **ZONING ORDINANCE TEXT AMENDMENT – GRANT AVENUE PARKWAY DISTRICT STANDARDS**

The Grant Avenue Parkway (“GAP”) Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan recommended a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the GAP Corridor Plan.

On June 28, 2021, City Council adopted the Grant Avenue Parkway (“GAP”) District, adding the new district and standards to the Springfield Land Development (Zoning) Code. The GAP District is comprised of six unique character areas with varying patterns of development, architectural styles and visions that were recommended in the GAP Corridor Plan.

Over the course of the last months, staff has received several development inquiries, as well as feedback from property owners on future expansion plans from within the District boundaries. The development inquiries and feedback were received subsequent to the posting of the District Zoning in May. In order to stay on track, ahead of a pending expiration of the Administrative Delay, the GAP District zoning was presented as drafted with a commitment to Council to return with potential amendments.

In July, the Planning and Zoning Commission was presented with a request to initiate the GAP District text amendments, which intend to address several changes to the District language that will further clarify and achieve the flexibility and preservation goals outlined in the GAP Corridor Plan.

More specifically, the text amendments proposed will ensure the existing brewery on College Street will be able to expand and increase the footprint of the existing structure and operation without having to comply with area, height, design, and screening requirements. Other proposed amendments include clarification regarding parking and access on side streets and permitted uses to provide intended flexibility across all Subdistricts for residential and non-residential uses.

#### FINDINGS FOR STAFF RECOMMENDATION:

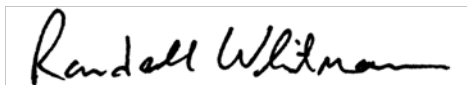
1. The proposed Grant Avenue Parkway District is consistent with the recommendation of the approved Grant Avenue Parkway Corridor District Plan that promotes reinvestment and redevelopment, leveraging the new Parkway as an asset.
2. Approval of this text amendment, along with the accompanying zoning case, will lay the foundation for the redevelopment of the corridor.

#### REMARKS:

The Planning and Zoning Commission held a public hearing on August 12, 2021 and recommended approval, by a vote of 9 to 0, of the *Grant Avenue Parkway District Text Amendments*.

The Planning and Development staff recommends the request be approved.

Submitted by:



Randall Whitman, Principal Planner

Approved by:



Brendan Griesemer, AICP  
Acting Director



Jason Gage, City Manager

#### EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

#### ATTACHMENTS:

Attachment 1, Grant Avenue Parkway District Zoning Map

Attachment 2, Proposed Grant Avenue Parkway District Amendments

# Exhibit A

August 12, 2021

## MINUTES OF THE PLANNING AND ZONING COMMISSION Springfield, Missouri

The Planning and Zoning Commission met in regular session and Zoom video conferencing in the City Council Chambers.

Roll Call - Present: Randall Doennig (Chairman), King Coltrin (Vice-Chairman), Dee Ogilvy, Bill Knuckles, Bruce Colony, Kuleya Bruce, Britton Jobe, Natalie Broekhoven, and Christopher Lebeck. Absent: None. Staff in attendance: Daniel Neal, Senior Planner, Jill Burris, Assistant City Attorney's, and Brendan Griesemer, Acting Planning Director.

**MINUTES:** The minutes of July 15, 2021 were approved.

**COMMUNICATIONS:** Bob Hosmer reported on City Council meeting actions.

### **CONSENT ITEMS:**

Relinquishment of Easement 915  
3101 South Glenstone Avenue

**Applicant:** Warren Davis Properties XXII, LLC

Request to Acquire 537

428 North Jefferson Avenue

**Applicant:** City of Springfield

### **COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Relinquishment of Easement 915 (3101 South Glenstone Avenue) and Request to Acquire 537 (428 North Jefferson Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

### **UNFINISHED BUSINESS:**

Vacation 822

500 blk of North Robberson Avenue, between Tampa Street and Phelps Street

**Applicant:** MSU Board of Governors and Stove Works Lofts, LLC

Mr. Neal states that this is a request to vacate the 500 block of North Robberson Avenue between Tampa Street and Phelps Street. The applicants, Missouri State University and Stove Works Lofts, LLC, are requesting to vacate Robberson Avenue right-of-way between Tampa and Phelps Streets. This section of Robberson Avenue carries a low volume of traffic and Missouri State owns majority of the adjacent properties. All adjacent property owners have given consent to the vacation. All replacement easements have been executed and submitted to the City. The request for vacation meets the approval criteria. Any person objecting may petition the City Council by filing an appeal with the City Clerk Office within 15 days from the date the resolution was passed by the Planning and Zoning Commission. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Jane Earnhart, 550 St. Louis Street, representing the applicant and here to answer any questions.

Mr. Doennig closed the public hearing.

### **COMMISSION ACTION:**

Mr. Colony motioned to **approve** Vacation 822 (500 blk of North Robberson Avenue, between Tampa Street and Phelps Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

### **PUBLIC HEARINGS:**

Z-18-2021 w/COD #202

1905 & 1933 North Glenstone Avenue

**Applicant:** TKG III Springfield, LLC

Mr. Neal states that this is a request to rezone approximately 3.9 acres of property generally located at 1905 & 1933 North Glenstone Avenue from HM, Heavy Manufacturing District to HC, Highway Commercial District and establishing Conditional Overlay District No. 202. The Comprehensive Plan identifies the property appropriate for Medium Intensity Retail, Office or Housing which supports the rezoning to HC. The Transportation Plan classifies Glenstone Avenue as a primary arterial and Atlantic Street as a local roadway. The applicant intends to construct additional self-storage facilities and is wanting to reduce the required bufferyard between the adjacent HC. A Conditional Overlay District has been requested for a Traffic Impact Study at the time of development. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee in lieu of on-site stormwater detention is not applicable because the site is already developed. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Teresa Davison, 535 W. Battlefield Street, reducing the zoning from HM, Heavy Manufacturing, to HC, Highway Commercial. No attendance at neighborhood meeting, no immediate plans to add any storage, just getting the bufferyard established.

Mr. Doennig closed the public hearing.

#### **COMMISSION ACTION:**

Mr. Knuckles motioned to **approved** Z-18-2021 w/COD #202 (1905 & 1933 North Glenstone Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

Preliminary Plat of Stalzer Addition  
1615 West Nichols Street

**Applicant:** Gerald F. Maney

Mr. Neal states that this a request to approve a preliminary plat for a five-lot residential subdivision located at 1615 West Nichols Street and a request for subdivision. The applicant is requesting a subdivision variance to deviate from the driveway approach spacing requirements in the City of Springfield Design Standards for Public Improvements.

- Access to a local street must be 150 feet or more from an Expressway. Driveway approaches for Lots 4 & 5 would not meet this spacing requirement.

Public Works Traffic Division supports variance with a shared access utilized by Lots 4 & 5 to be at least 100 feet from Kansas Expressway. Staff recommends the subdivision variance be approved. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked if these will be single family residents?

Mr. Daniel Neal stated that it is currently zoned Residential Townhouse district.

Mr. Doennig opened the public hearing.

Mr. Mike Stalzer, will be developing into duplexes and here to answer any questions.

Mr. Doennig closed the public hearing.

#### **COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Preliminary Plat of Stalzer Addition (1615 West Nichols Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

Preliminary Plat of Boing U.S. Holdco Subdivision  
2808 North Kansas Expressway  
**Applicant:** Magers Lodging, Inc.

Mr. Neal states that this is a request to approve a preliminary plat for a two-lot commercial subdivision located at 2808 N. Kansas Expressway. The applicant is proposing to subdivide 2.49 acres into a two-lot commercial subdivision. The property is zoned GR. Transportation Plan classifies Kansas Expressway as an expressway and Evergreen Street as a collector roadway. A Traffic Study is not required; however, additional right-of-way, cross access easement between Lots 1 & 2 and sidewalks will be required along Evergreen Street (or fee-in-lieu if approved by ARC). The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee-in-lieu of on-site stormwater detention will be allowed due to the proximity to the floodplain. Commission and Council recently approved a Conditional Use Permit for a new car wash facility on proposed Lot 2. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Michael White, 222 Old Town Road, Billings, MO here to represent the applicant and here to answer any questions.

Mr. Bruce Colony asked about regarding the development and water recycling.

Mr. White stated that he was not sure about water recycling.

Mr. Doennig closed the public hearing.

#### **COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Preliminary Plat of Boing U.S. Holdco Subdivision (2808 North Kansas Expressway). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

#### **OTHER BUSINESS:**

Grant Avenue Parkway District Amendments

An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues.

**Applicant:** City of Springfield

Mr. Randall Whitman noted the changes to the original amendment. Allow exemption for maximum front and side street setbacks, minimum height, building orientation, siting, screening, and design for any expansion and enlargement of existing structures in Subdistrict A.

- 36-487. Bulk Standards (Table)
- 36-490. Building Orientation, Siting, and Design
- 36-493. Screening

Reduce the minimum height requirements in Subdistricts A and B from 3 stories to 2. Clarification/changes and expansion of Permitted and Conditional Uses and Use Specific Standards for all Subdistricts, specifically:

- Dwelling, Multifamily, standalone fronting and not fronting Grant Avenue
- Dwelling, Multifamily, as part of mixed use
- Dwelling, Multifamily, conversion
- Dwelling, Single family semi-detached (townhouses)
- General Office and General Office, Conversions,
- Personal service use group, less than 10,000 square foot.
- Restaurant drive-thru
- Seasonal sales
  - 36-488 and Table 36-488. Permitted and Conditional Uses.
  - 36-489. Use Specific Standards.



Clarification for the design of off-street parking location and access, to allow parking adjacent to drives on Sidestreets

- 36-491. Off-Street Parking
- 36-491. Off-Street Vehicle Parking Location and Access

Mr. Colony asked about the off-street parking.

Mr. Whitman noted a previous situation for off-street parking on Catalpa (side-street).

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Grant Avenue Parkway District Amendments (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

# Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 12, 2021

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 7, 2021



## CASE:

GAP, Grant Avenue Parkway District Text Amendment

## STAFF:

Randall Whitman, 864-2027

## STAFF RECOMMENDATIONS:

Approve

## PROPOSED MOTION:

To adopt the GAP, Grant Avenue Parkway District Text Amendment as submitted in the staff report.

Required vote is a majority of those present (5 members are a quorum).

## SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

At the July 15, 2021, Planning and Zoning Commission Meeting staff presented a request to initiate a text amendment to the *Grant Avenue Parkway (GAP) District*.

The GAP District was recently adopted and officially added to the *Springfield Land Development (Zoning) Code* on June 28, 2021. The GAP District is comprised of unique character areas with varying patterns of development, architectural styles and visions as established in the Corridor Plan. To better regulate these areas, the GAP District is divided into six subdistricts, A through F.

Over the course of the last month staff has received several development inquiries, as well as feedback from property owners on future expansion plans. The development inquiry feedback was received subsequent to the posting of the District zoning in May. In order to stay on track, ahead of a pending expiration of the Administration Delay, the GAP District zoning was presented as drafted, in anticipation of potential amendments.

The text amendment initiated in July will address several changes to the District language which will further clarify and achieve the flexibility and preservation goals outlined in the *Grant Avenue Parkway Corridor Plan*.

# Development Review Staff Report



More specifically, the text amendments proposed will ensure the existing brewery on College Street will be able to expand and increase the footprint of the existing structure and operation without having to comply with area, height, design, and screening requirements. Future development and construction of brewery additions that would involve new structures or accessory structures would not be subject to the bulk and design standards, outlined for Subdistrict A.

Other proposed amendments include clarification regarding parking and access on side streets and permitted uses to provide intended flexibility across all Subdistricts for residential and non-residential uses.

The last amendment requested by an existing property owner would reduce the minimum height requirement from 3-stories to 2-stories in subdistricts A and B. The reduction would not impact the unlimited height allowed in Subdistrict A or the maximum height of 4 stories in Subdistrict B.

## Specific amendments proposed:

- Allow exemption for maximum front and sidestreet setbacks, minimum height, building orientation, siting, and design for any expansion and enlargement of existing structures in Subdistrict A
  - **36-487. Bulk Standards (Table)**
  - **36-490. Building Orientation, Siting, and Design**
- Reduce the minimum height requirements in Subdistricts A and B from 3 stories to 2
  - **36-487. Bulk Standards (Table)**
- Clarification and expansion of **36-488 and Table 36-488. Permitted and Conditional Uses** and **36-489. Use Specific Standards** for all Subdistricts, specifically:
  - Dwelling, Multifamily, standalone fronting and not fronting Grant Avenue
  - Dwelling, Multifamily, as part of mixed use
  - Dwelling, Multifamily, conversion
  - Dwelling, Single family semi-detached (townhouses)
  - General Office and General Office, Conversions,
  - Personal service use group, less than 10,000 sf.ft.
  - Restaurant drive-thru
  - Seasonal sales
- Clarification on permitted placement of multifamily residential use in mixed use developments along Grant Avenue, providing additional allowances to locate above, behind, and fronting all sidestreets
  - **36-489. Use Specific Standards**
- Clarification for the design of off-street parking location and access, to allow parking adjacent to drives on sidestreets
  - **36-491. Off-Street Parking**
  - **36-491. Off-Street Vehicle Parking Location and Access**
- Allow exemption from screening requirements for tanks or silos related to breweries, wineries, or distilleries.
  - **36-493. Screening**

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Grant Avenue Parkway (GAP) Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan also recommended a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan.

The goal of the GAP Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan provides guidance on specific requirements to generate higher quality designs that foster a strong sense of place. The Plan goes on to recommend that regulations also provide for greater flexibility regarding what residents and business owners can do with their property and include a broader range of permitted uses and permitted height and density.

The Plan addresses Parking recommendations as “out of sight, but easy to find” and recommends to the extent possible Grant Avenue Frontage should be reserved for buildings and people and off-street parking and access drives should be located to the rear or interior of the block or off of side streets.

With respect to setbacks and context sensitive redevelopment, the Plan recommends the rhythm of new buildings and new development, within a given block, should be set back a similar distance to adjacent existing buildings. Existing structures should be preserved to help anchor future investment and be designed to reinforce the character of the subdistrict.

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

# Development Review Staff Report



## PLANNING AND ZONING COMMISSION AUTHORITY:

36-367. Amendments

(7) *Findings by the commission.*

- (a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:
  - 1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
  - 2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
  - 3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
  - 4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
  - 5. Information submitted at the public hearing.

# Development Review Staff Report



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## STAFF COMMENTS:

Staff recommends approval of the Grant Avenue Parkway District text amendments.

## PUBLIC COMMENTS:

Text amendments included in this proposal were necessitated through communication with property and business owners and or interested and invested residents of the corridor. No neighborhood meeting was required to be held as part of this process.

## REQUIREMENTS FOR APPROVAL:

Attachment 2: Grant Avenue Parkway District Zoning Map

Attachment 3: Proposed Grant Avenue Parkway District Amendments

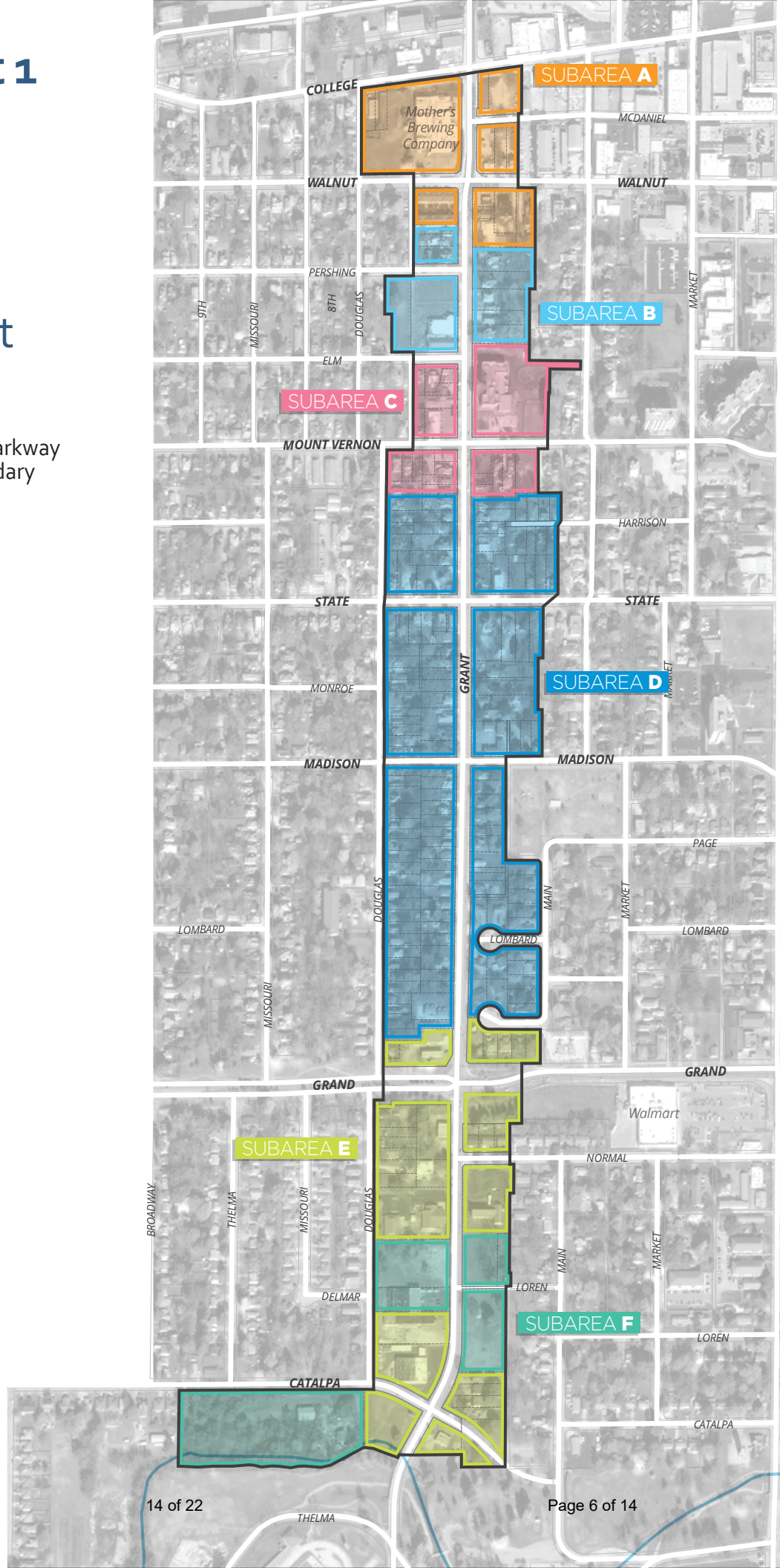
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# Attachment 1

## Grant Avenue Parkway District

Legend:  Grant Avenue Parkway  
District Boundary



# Attachment 2

## 36-487. Bulk Standards

Table 36-487. Bulk Standards addresses the requirements applicable to development of a lot per subdistrict.

| Table 36-487 GAP District Bulk Standards                                                                                                              |                           |                           |                |                |                |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|----------------|----------------|----------------|----------------|
| Standard                                                                                                                                              | Subdistrict A             | Subdistrict B             | Subdistrict C  | Subdistrict D  | Subdistrict E  | Subdistrict F  |
| <b>Lot Standards</b>                                                                                                                                  |                           |                           |                |                |                |                |
| Lot Area                                                                                                                                              | n/a                       | n/a                       | n/a            | n/a            | n/a            | n/a            |
| Lot Width                                                                                                                                             | n/a                       | n/a                       | n/a            | n/a            | n/a            | n/a            |
| <b>Yard Setbacks (Figures 1 and 2)</b>                                                                                                                |                           |                           |                |                |                |                |
| Front, minimum (ft)                                                                                                                                   | 0                         | 15 <sup>1</sup>           | 0              | 15             | 10             | 15             |
| Front, maximum (ft)                                                                                                                                   | 10 <sup>3</sup>           | 25 <sup>1</sup>           | 10             | 25             | 20             | 25             |
| Exterior Side, minimum (ft)                                                                                                                           | 0                         | 15 <sup>1</sup>           | 0              | 15             | 10             | 15             |
| Exterior Side, maximum (ft)                                                                                                                           | 10 <sup>3</sup>           | 25 <sup>1</sup>           | 10             | 25             | 20             | 25             |
| Interior Side, minimum (ft)                                                                                                                           | 6 <sup>2</sup>            | 6 <sup>2</sup>            | 6 <sup>2</sup> | 6 <sup>2</sup> | 6 <sup>2</sup> | 6 <sup>2</sup> |
| Rear, minimum (ft)                                                                                                                                    | n/a                       | n/a                       | n/a            | n/a            | n/a            | n/a            |
| <b>Building Standards</b>                                                                                                                             |                           |                           |                |                |                |                |
| Height, minimum (stories)                                                                                                                             | <del>2</del> <sup>3</sup> | <del>2</del> <sup>3</sup> | 2              | 2              | 3              | 3              |
| Height, maximum (stories)                                                                                                                             | n/a                       | 4                         | 3              | 3              | 4              | 4              |
| <b>Notes</b>                                                                                                                                          |                           |                           |                |                |                |                |
| 1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way. |                           |                           |                |                |                |                |
| 2. If party-wall exists, 0' minimum shall be permitted.                                                                                               |                           |                           |                |                |                |                |
| 3. Expansion or enlargement of structures existing at the time of the adoption of this Ordinance shall be exempt from this requirement.               |                           |                           |                |                |                |                |



### 36-488. Permitted and Conditional Uses

The following key is to be used in the interpretation of **Table 36-488. Permitted and Conditional Uses** below.

- (1) **Permitted Uses.** Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this Article.
- (2) **Conditional Uses.** Uses which are marked as "C" in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 36-363.
- (3) **Prohibited Uses.** A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) **Uses Not Listed.** If a proposed use is not listed in the tables, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) **Conversions.** Structures existing at the time of the adoption of this Ordinance in Subdistricts A, B, and/or C may be converted to any use permitted in that subdistrict.
- (4)(6) **Additional Regulation.** If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

| Table 36-488. GAP District Permitted and Conditional Uses                  |                       |               |               |               |               |               |               |
|----------------------------------------------------------------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Use                                                                        | Additional Regulation | Subdistrict A | Subdistrict B | Subdistrict C | Subdistrict D | Subdistrict E | Subdistrict F |
| <b>Residential Uses</b>                                                    |                       |               |               |               |               |               |               |
| Dwelling, Live Work                                                        | 36-489(1)             |               | P             | P             | P             |               |               |
| Dwelling, Multifamily, <u>Stand alone fronting Grant Avenue</u>            |                       | <u>C</u>      | C             | C             | P             |               | P             |
| <u>Dwelling, Multifamily, Stand alone not fronting Grant Avenue</u>        |                       | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u>      | <u>P</u>      |
| Dwelling, Multifamily <del>above ground floor</del> as a part of mixed use | 36-489(2)             | P             | P             | P             |               | P             | P             |
| Dwelling, Multifamily conversion                                           | 36-489(32)            | <u>P</u>      | P             | P             | P             |               |               |
| Dwelling, Single-Family <u>Semi-detached</u> <del>Attached</del>           |                       |               | P             | P             | P             |               |               |
| Dwelling, Single-Family Detached existing                                  | 36-489(43)            |               | P             | P             | P             |               |               |
| Dwelling, Single-Family Detached new development                           |                       |               |               | C             | P             |               |               |
| Group Home                                                                 |                       | P             | P             | P             | P             | P             | P             |
| <b>Lodging Uses</b>                                                        |                       |               |               |               |               |               |               |
| Bed and Breakfast                                                          | 36-489(54)            |               | P             | P             | P             |               |               |
| Hotel                                                                      | 36-489(65)            | P             | P             | P             |               | C             | C             |
| Short-Term Rental Type 1                                                   | 36-473                |               |               |               | P             |               |               |
| Short-Term Rental Type 2                                                   | 36-473                |               |               |               | P             |               |               |
| Short-Term Rental Type 3                                                   | 36-473                | P             | P             | P             |               | P             | P             |
| <b>Commercial Retail &amp; Entertainment Uses</b>                          |                       |               |               |               |               |               |               |
| Adult Oriented Uses                                                        |                       |               |               |               |               |               |               |
| Entertainment Oriented Use Group, less than 10,000 sqft                    |                       | P             | P             | P             |               | P             |               |
| Entertainment Oriented Use Group, greater than 10,000 sqft                 |                       | C             | C             |               |               |               |               |

| Use                                                                                | Additional Regulation | GAP A     | GAP B     | GAP C     | GAP D | GAP E     | GAP F     |
|------------------------------------------------------------------------------------|-----------------------|-----------|-----------|-----------|-------|-----------|-----------|
| General Retail Use Group, less than 10,000 sqft                                    |                       | P         | P         | P         |       | P         | P         |
| General Retail Use Group, greater than 10,000 sqft                                 |                       | C         | C         |           |       |           |           |
| Medical Marijuana Dispensary Facility                                              | 36-474                | P         | P         | P         |       | P         | P         |
| Package Liquor                                                                     |                       |           |           |           |       |           |           |
| Pawn Shop                                                                          |                       |           |           |           |       |           |           |
| <b>Commercial Service &amp; Office Uses</b>                                        |                       |           |           |           |       |           |           |
| Daycare                                                                            |                       |           |           | P         |       |           |           |
| Personal Service Use Group, less than 10,000 sqft                                  |                       | P         | P         | P         |       | P         | <u>P</u>  |
| Personal Service Use Group, greater than 10,000 sqft                               |                       | C         | C         |           |       |           |           |
| Medical / Dental Office                                                            |                       | P         | P         | P         |       | P         | P         |
| General Office                                                                     |                       | <u>PG</u> | <u>PG</u> | <u>PG</u> |       | <u>PG</u> | P         |
| General Office, above ground floor as a part of mixed use                          |                       | P         | P         | P         |       | P         |           |
| General Office, conversion                                                         | 36-489( <u>76</u> )   | <u>P</u>  | P         | P         | P     | <u>P</u>  | <u>P</u>  |
| Title Loan / Short Term Lending                                                    |                       |           |           |           |       |           |           |
| <b>Eating &amp; Drinking Uses</b>                                                  |                       |           |           |           |       |           |           |
| Restaurant / Bar / Brewpub                                                         |                       | P         | P         | P         |       | P         | P         |
| Restaurant, <del>Delivery / Carry Out Only drive thru</del>                        |                       | <u>P</u>  | <u>P</u>  |           |       |           |           |
| <b>Vehicle Oriented Uses</b>                                                       |                       |           |           |           |       |           |           |
| Autobody Repair / Service Station                                                  |                       |           |           |           |       |           |           |
| Car Sales / Rental                                                                 |                       |           |           |           |       |           |           |
| Car Wash                                                                           |                       |           |           |           |       |           |           |
| Gas Station                                                                        |                       |           |           |           |       |           |           |
| Commercial Off-Street Parking Lots                                                 | 36-489( <u>87</u> )   | P         |           |           |       |           |           |
| Commercial Off-Street Parking Structures above ground floor as a part of mixed use |                       | P         |           |           |       |           |           |
| <b>Industrial Uses</b>                                                             |                       |           |           |           |       |           |           |
| Artisan Manufacturing                                                              | 36-489( <u>98</u> )   | P         | P         | P         |       | P         | P         |
| Brewery / Winery / Distillery                                                      |                       | P         |           |           |       |           |           |
| Medical Marijuana Cultivation Facility                                             | 36-474                | P         |           |           |       |           |           |
| Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility    | 36-474                | P         |           |           |       |           |           |
| Medical Marijuana Testing Facilities                                               | 36-474                | P         |           |           |       |           |           |
| Personal Storage                                                                   |                       |           |           |           |       |           |           |
| <b>Accessory Uses</b>                                                              |                       |           |           |           |       |           |           |
| Accessory Structures and Uses                                                      | 36-450                | P         | P         | P         | P     | P         | P         |
| Home Occupations                                                                   |                       | P         | P         | P         | P     | P         | P         |
| Outdoor Display / Sale of Merchandise, Permanent                                   |                       |           |           |           |       |           |           |
| Outdoor Storage                                                                    |                       |           |           |           |       |           |           |
| Solar Energy Collection System, canopy                                             | 36-489( <u>109</u> )  | P         | P         | P         | P     | P         | P         |
| Solar Energy Collection System, roof                                               | 36-489( <u>1140</u> ) | P         | P         | P         | P     | P         | P         |
| <b>Temporary Uses</b>                                                              |                       |           |           |           |       |           |           |
| Farm Stand                                                                         | 36-489( <u>1214</u> ) |           |           |           | P     |           |           |
| Farmers Market                                                                     |                       | P         | P         | P         |       | P         | P         |
| Food Truck                                                                         |                       | P         | P         | P         |       | P         | P         |
| Outdoor Display / Sale of Merchandise, Temporary                                   |                       | P         | P         | P         |       | P         | P         |
| Seasonal Sales                                                                     |                       | <u>PG</u> | <u>PG</u> | <u>PG</u> |       | <u>PG</u> | <u>PG</u> |

## 36-489. Use Specific Standards

### (1) Dwelling, Live Work.

- (a) **Occupancy.** A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
- (b) **Sale or Rental of Portions of Unit.** No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
- (c) **Nonresident Employees.** Up to two (2) persons who do not reside in the live work unit may work in the unit. The employment of three (3) or more persons who do not reside in the live work unit may be permitted subject to Conditional Use Permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable Building Code requirements.

### (2) Dwelling, Multifamily as a part of mixed use.

- (a) To create a continuous non-residential façade along Grant Avenue, multifamily dwelling units may be a component of mixed use developments but shall be located either:
  - 1. Above the ground floor, or
  - 2. In a portion of the ground floor which does not front Grant Avenue with the exception of building entries and hallways which lead to residential units.
- (b) The non-residential portion of the ground floor shall have a minimum depth of fifty (50) feet.

### (2)(3) Dwelling, Multifamily Conversion.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to three (3) or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
- (b) **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet. Smaller units may be approved as a Conditional Use.
- (c) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Driveways.** Each dwelling unit shall be served by one (1) common driveway connecting all units to a public road, vehicular cross access drive, or alley.

(3)(4) Dwelling, Single-Family Detached Existing. If a single-family detached dwelling that exists prior to the date of adoption of this Division is destroyed by a natural hazard outside of human control, it may be rebuilt within eighteen (18) months of the incident. After eighteen (18) months, the lot shall be developed in a manner which complies to the standards of this Division.

### (4)(5) Bed and Breakfast.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built

## 36-490. Building Orientation, Siting, and Design

### (1) All Uses.

- (a) **Subdistrict A Building Type.** ~~In Subdistrict A, the expansion or enlargement of structures existing at the time of adoption of this Ordinance shall be exempt from the requirements of this Section (36-490).~~
1. ~~In Subdistrict E, all new development shall utilize a mixed use building type. A mixed use building type is a multi-story building which accommodates nonresidential uses on the ground floor and residential or nonresidential uses on upper floors.~~
2. ~~In Subdistrict F, all new development shall utilize a mixed use or multifamily building type. A mixed use building type is as characterized in Subsection 1 above. A multifamily building type is a building with multiple dwelling units that are vertically arranged and accessed by shared/common entrances.~~
- (b) **Building Orientation.** The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.
- (c) **Frontage Types.** The primary façade of all development shall meet the standards of one (1) of the frontage types allowed in the applicable Subdistrict as detailed in **Table 36-490(1)(c): Frontage Types by Subdistrict.**

| Table 36-490(1)(c) GAP District Frontage Types by Subdistrict |               |               |               |               |               |               |
|---------------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Frontage Type                                                 | Subdistrict A | Subdistrict B | Subdistrict C | Subdistrict D | Subdistrict E | Subdistrict F |
| Projecting Porch                                              |               | •             |               | •             |               | •             |
| Engaged Porch                                                 |               | •             | •             | •             |               | •             |
| Integral Porch                                                | •             | •             | •             | •             | •             | •             |
| Balcony                                                       | •             | •             | •             | •             | •             | •             |
| Forecourt                                                     |               | •             | •             |               | •             | •             |
| Shopfront                                                     | •             | •             | •             |               | •             | •             |

## 36-491. Off-Street Parking

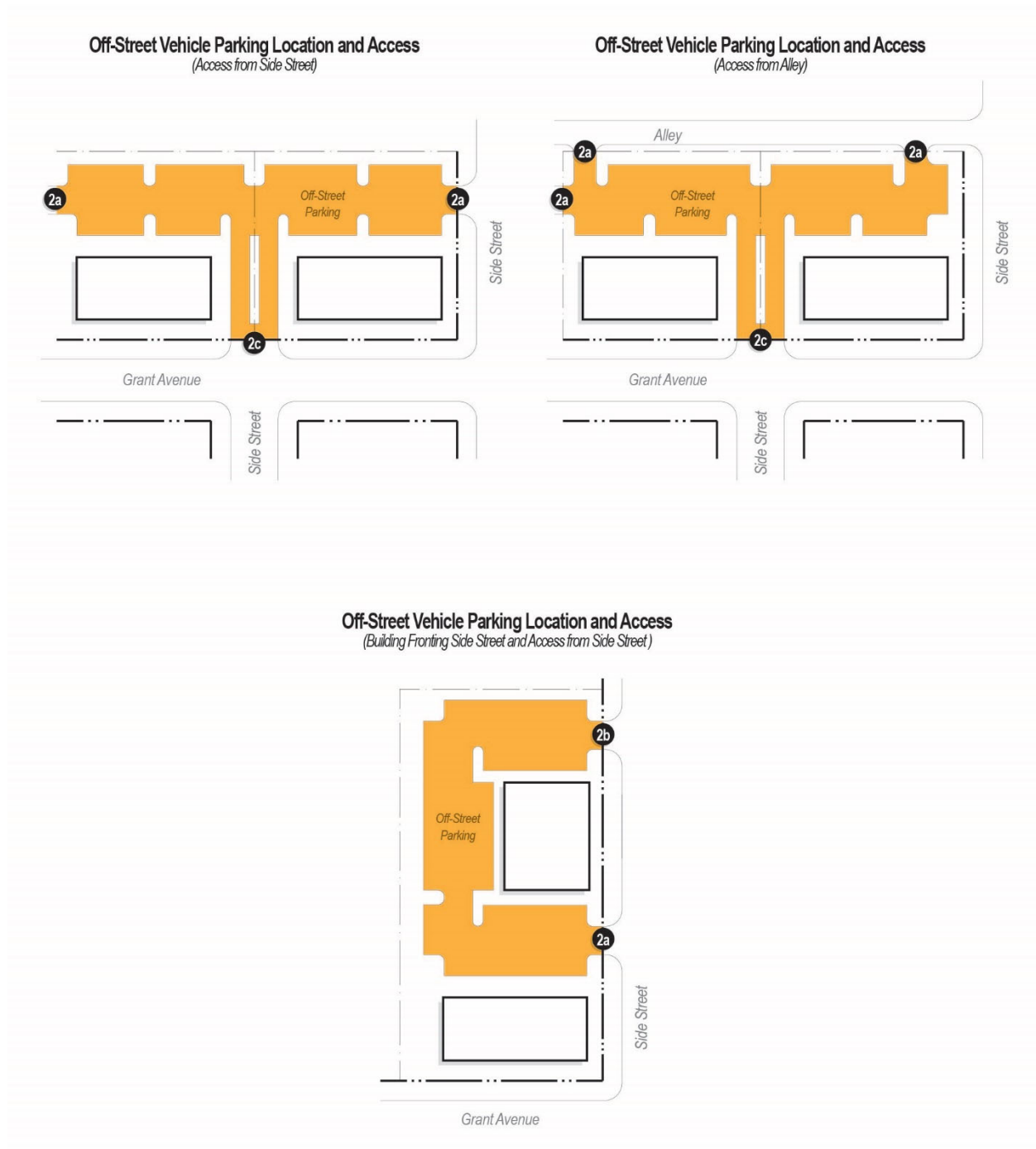
### (1) Off-Street Vehicle Parking Requirements.

- (a) **Subdistrict A.** Off-street vehicle parking shall not be required in Subdistrict A.
- (b) **Subdistricts B, C, D, E, and F.** Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in Subdistricts B, C, D, E, and F, as follows:
  - 1. **Single-Family Attached and Detached.** 1 space / dwelling unit
  - 2. **Micro-Efficiency Dwelling Unit.** 1 space / dwelling unit
  - 3. **Efficiency / One-Bedroom Dwelling Unit.** 1.5 spaces / dwelling unit
  - 4. **Two or More Bedroom Dwelling Unit.** 2 spaces / dwelling unit
  - 5. **Nonresidential Uses.** Off-street vehicle parking is not required.

### (2) Off-Street Vehicle Parking Location and Access (Figure 17).

- (a) **Fronting Grant Avenue.** Parking lots, structures, and / or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement.
- (b) **Not Fronting Grant Avenue.** Parking lots, structures, and/or garages accessory to principal buildings not fronting Grant Avenue may be located to the side of the principal building only if the lot, structure, and/or garage is located on one (1) or both sides of an access point to any street other than Grant Avenue. In no case shall such lot, structure, and/or garage be located closer to the right-of-way than the principal building.
- (c) **-Grant Avenue access points.** Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

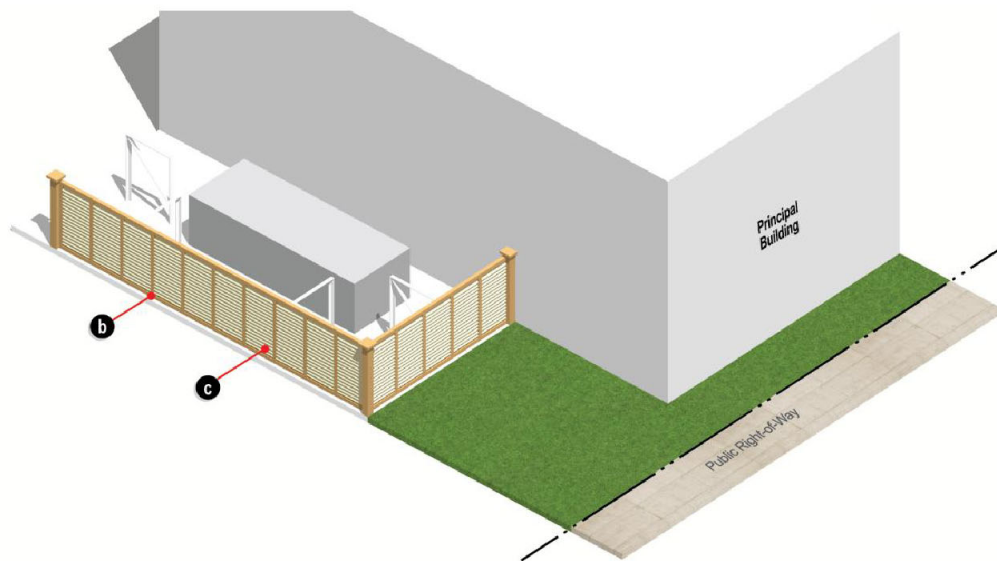
**Figure 17: Off-Street Vehicle Parking Location and Access *(Revised)***



### 36-493. Screening

- (2) **Ground/Wall Mounted Mechanical Units (Figure 29).** The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment. Tanks and/or silos related to a brewery, winery, distillery are exempt from these requirements.
- (a) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
  - (b) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
  - (c) Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
  - (d) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

**Figure 29: Ground/Wall Mounted Mechanical Unit Screening**





One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 78  
Filed: 08-31-21

Sponsored by: Ollis

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

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

COUNCIL BILL 2021- 232

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

AN ORDINANCE

1 APPROVING City Utilities' Fiscal Year 2022 Operating Budget for its Fiscal Year  
2 ending September 30, 2022.  
3 \_\_\_\_\_  
4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has  
6 prepared and submitted to the Council a proposed budget showing its estimated  
7 revenue for the coming fiscal year from all sources and its estimated expenditures for  
8 operating expenses, for depreciation, for payment of all outstanding obligations, for  
9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;  
10 and  
11

12 WHEREAS, said budget has been on file with the City Clerk of the City of  
13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.  
14

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

18 Section 1 – The proposed budget of City Utilities for the fiscal year beginning  
19 October 1, 2021, and ending September 30, 2022, a copy of which is attached hereto  
20 and incorporated herein by this reference as "Exhibit A," and which was approved by  
21 the Board of Public Utilities of Springfield, Missouri, on August 19, 2021, shall be  
22 deemed to be an appropriation of the money authorized for disbursement thereby and  
23 should be and is hereby approved by City Council.  
24

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

28 Passed at meeting: \_\_\_\_\_  
29  
30  
31

\_\_\_\_\_  
32 Mayor  
33

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

35

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

37

38

39 Approved as to form: Rhonda Lewsader, City Attorney

40

41

42 Approved for Council action: Juan A. Hays, City Manager

**EXPLANATION TO COUNCIL BILL 2021- 232**

FILED: 08-31-21

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approval of City Utilities' Fiscal Year 2022 Operating Budget

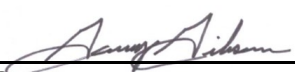
BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2021. The period included in City Utilities' Fiscal Year 2022 Operating Budget is October 1, 2021, through September 30, 2022.

Submitted by:

  
\_\_\_\_\_  
Amy Derdall  
Vice President – Chief Financial Officer

  
\_\_\_\_\_  
Gary Gibson  
President – Chief Executive Officer

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri ("Board"), has the charter duty to take charge of, exercise control over and operate any public utilities owned, operated or acquired by the City of Springfield, Missouri ("City"), and all extensions thereof and appurtenances thereto belonging, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the responsibility to prepare and submit to City Council an annual budget; and

WHEREAS, City Utilities' staff has presented and received input on a draft proposed Fiscal Year 2022 Operating Budget (the "Budget") from the Board and City Council, as well as the public by virtue of a public hearing opportunity, and has now presented to the Board a final proposed Budget in the form attached hereto as Exhibit A in accordance with City Charter Section 16.8, together with a form of City Council ordinance (the "Ordinance") and explanation (the "Explanation") attached hereto as Exhibits B and C, respectively, proposing disbursement authority of \$631,601,337 for City Utilities' 2022 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that City Utilities' 2022-2026 Operating Plan incorporated herein by reference, including the Budget in the form attached hereto as Exhibit A, be approved, and the Budget, Ordinance and Explanation be submitted to City Council for approval.

CERTIFICATE

The undersigned, Nancy Williams, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under her hand and seal of the Board that the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 19<sup>th</sup> day of August, 2021, pursuant to notice of time and place duly given to all members of the Board, at which meeting a quorum was present and voted throughout.

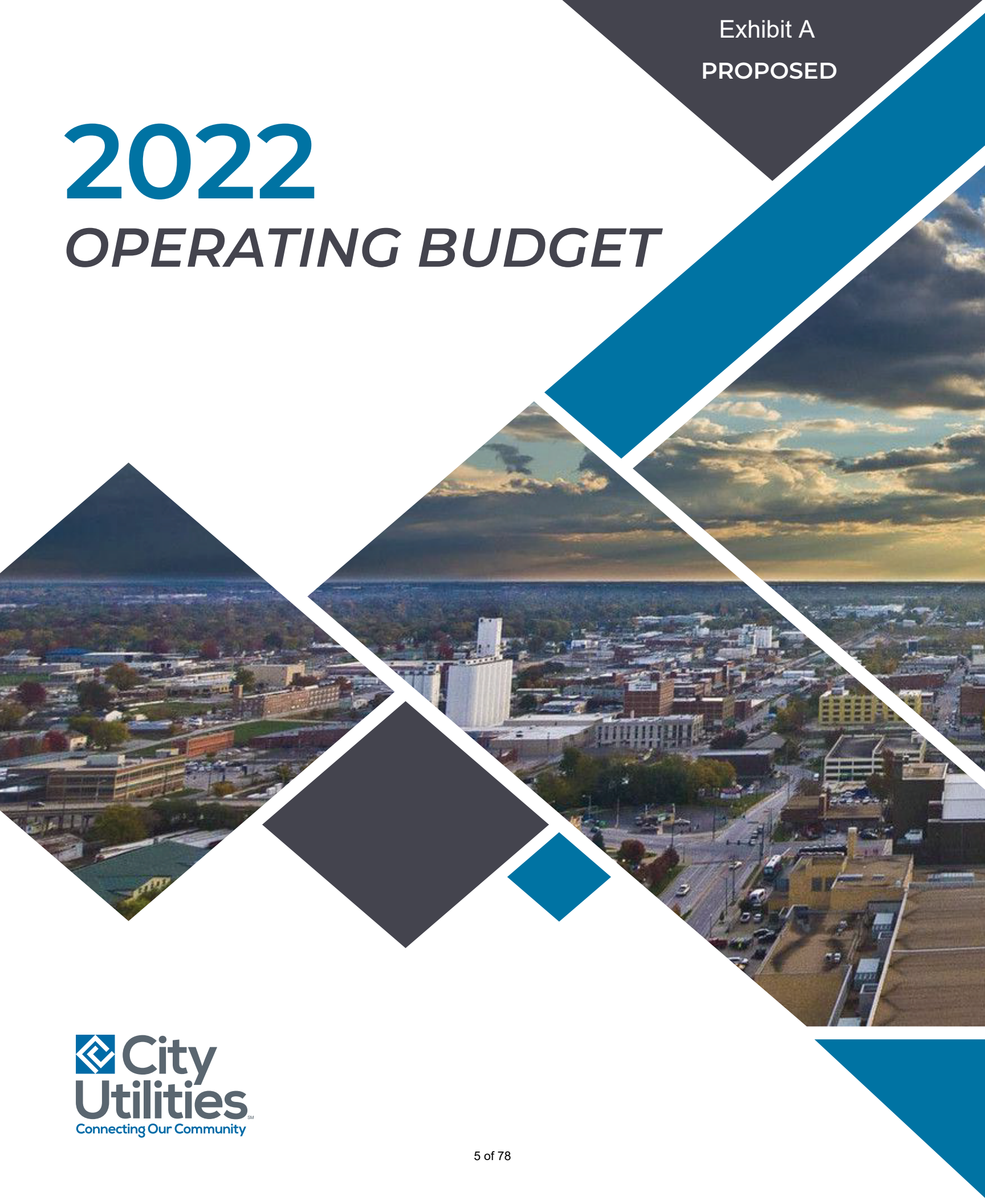
Dated this 19<sup>th</sup> day of August, 2021.



Nancy Williams, Secretary

# 2022

## *OPERATING BUDGET*







July 29, 2021

Memo To: Chair and Members of the Board of Public Utilities

We are pleased to present City Utilities' 2022 Operating Budget for your consideration and approval. The budget for the fiscal year beginning October 1, 2021 requires approval by the Board of Public Utilities and by City Council. The proposed budget outlines project expenditures necessary to responsibly serve our customers and it establishes the approval of the budget and disbursement authority as required by the City Charter.

This budget is presented by functional category, with all capital, fuel, and non-capital expenditures displayed for fiscal years 2020, 2021, and 2022, respectively. Financial Statements are included in the budget document, specifically, a projected Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position for the Utility, and Statements of Operations for the individual business units.

A special Board meeting has been scheduled for Tuesday, August 10, 2021, at 3:00 p.m. for presentation of this budget.

A public hearing for the 2022 Operating Budget followed by a joint Board/City Council study session has been scheduled for Thursday, August 12, 2021, at 5:30 p.m.

On behalf of our management team and all the employees of City Utilities responsible for producing the 2022 Operating Budget, we would like to thank you for your support of this final part of our annual planning effort. The input you provide during the year, and especially during the budget process, is invaluable. We would be pleased to answer any questions you may have or provide any additional information you would find useful. Please call Amy Derdall or me for clarification or comment while considering this budget.

Respectfully,

Gary Gibson  
President - CEO

c: Mayor and Members of the City Council  
CU Citizens' Advisory Council  
CU Executive Committee  
City Manager  
City Clerk

## **OPERATING BUDGET**

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|                        |   |
|------------------------|---|
| Executive Summary      | A |
| Receipts Highlights    | B |
| Capital Improvements   | C |
| Operating Expenditures | D |
| Financial Statements   | E |

## **BOARD OF PUBLIC UTILITIES**

Rob Rector, Chair  
Jennifer Wilson, Vice Chair  
Nancy Williams, Secretary  
Kristin Carter, Assistant Secretary

|                |                        |
|----------------|------------------------|
| Scott Bratcher | Clif Smart             |
| Louise Knauer  | Donald Woody           |
| Heather Ramsey | Vacant                 |
| Lynn Rowe      | Jason Gage, ex-officio |

## **CU CITIZENS' ADVISORY COUNCIL**

As of 6/30/2021

Jann Holland, Chair  
Mark Eck, Vice Chair

|                |                    |
|----------------|--------------------|
| David Bixler   | Andrew Peters      |
| Jerry Brierly  | Crystal Reynolds   |
| Roy Bright     | Jeff Shore         |
| Irwin Cohen    | William A. Smillie |
| King Coltrin   | Jay Titus          |
| Gordon Elliott | Phil Wannenmacher  |
| Mark Gambon    | John Whittington   |
| Skip Jansen    | Michael Zimmerman  |
| Matt Morris    | Vacant             |

## **CITY COUNCIL**

|                   |           |
|-------------------|-----------|
| Ken McClure       | Mayor     |
| Angela Romine     | Zone 1    |
| Abe McGull        | Zone 2    |
| Mike Schilling    | Zone 3    |
| Matthew Simpson   | Zone 4    |
| Heather Hardinger | General A |
| Craig Hosmer      | General B |
| Andrew Lear       | General C |
| Richard Ollis     | General D |



## Budget Format

Pursuant to the Springfield City Charter, City Utilities is required to prepare an Operating Budget each year for consideration by the Board of Public Utilities and the City Council of Springfield, MO. Approval of the Operating Budget establishes the total amount of expenditures for that year. This amount is referred to as disbursement authority and represents the total amount of spending appropriated for the year for all purposes including the cost of fuels, labor, and all other goods and services for capital and non-capital spending.

To ensure expenditures in any year do not exceed total disbursement authority, City Utilities budgets all expenditures within eighteen functional categories, which are groups of projects. These projects may be capital related such as the construction of a water

storage tank or they may be related to the operations and maintenance of the Utility. Included in the 2022 Operating Budget are projects related to the purchase of fuels for natural gas and electric generation as well as projects related to the maintenance of water mains, natural gas mains, electric poles, and tree trimming. Each project includes all associated costs such as labor, contract services and purchased items. Each project is classified as capital, non-capital or fuels and is assigned to one functional category in the Operating Budget document.

Because labor expenditures are assigned to the specific projects for actual and projected expenditures for the Operating Budget, there is no single project or line item included for labor.

## Planning Approach

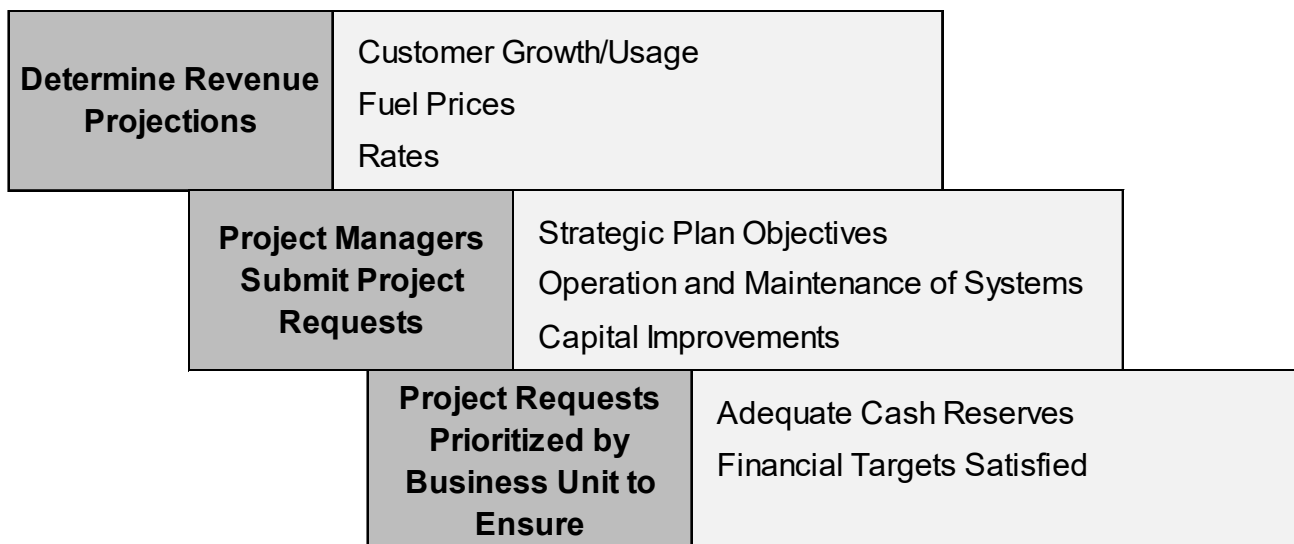
City Utilities' planning process is deliberate with a focus on enabling sustainable financial strength while safely providing reliable services at the lowest possible long-term costs for customers. The process is dynamic and incorporates the impact of changing variables such as customer demands, fuel prices, regulatory changes, and the economic climate.

The annual planning process begins by evaluating and projecting certain economic assumptions and customer usage expectations. It progresses to the identification of the operating and maintenance needs of the utility systems, ensuring consistent service safely meets customer requirements.

Consideration of any replacement or renewal of the equipment producing and delivering these services is then assessed. Regulatory and safety concerns are inherent throughout the process.

Continued preparation for the future needs of City Utilities' customers, while ensuring quality and reliable services are offered at competitive rates is ultimately the purpose of planning. The 2022-2026 Operating Plan provides sound guidance for the operation of a utility recognized nationally for its outstanding planning process.

## Planning Process



**Budget Review Schedule**

|                                             |                                                                                                    |
|---------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>July 29, 2021</b>                        | Distribution of the preliminary 2022-2026 Operating Plan                                           |
| <b>August 10, 2021<br/>(3:00 - 5:00 PM)</b> | Presentation of the preliminary 2022-2026 Operating Plan at a special-called Board Meeting         |
| <b>August 12, 2021<br/>(5:30 PM)</b>        | Public Hearing and Board/City Council Joint Study Session on the preliminary 2022 Operating Budget |
| <b>August 13, 2021-<br/>August 18, 2021</b> | Review comments, questions and/or study session with Board and City Council, as needed             |
| <b>August 19, 2021<br/>(3:00 PM)</b>        | Board Approval of the 2022-2026 Operating Plan                                                     |
| <b>August 20, 2021</b>                      | Board-Approved 2022 Operating Budget filed with City Clerk                                         |
| <b>September 7, 2021<br/>(6:30 PM)</b>      | First Reading and Public Hearing of Board-Approved 2022 Operating Budget by City Council           |
| <b>September 20, 2021<br/>(6:30 PM)</b>     | Second Reading and Adoption of 2022 Operating Budget by City Council                               |

## Glossary

**APPROPRIATION** - An authorization granted by a governing body to make expenditures and incur obligations for specific purposes. An appropriation is usually limited in amount and time when it may be expended.

**BRITISH THERMAL UNIT (BTU)** - The amount of heat energy needed to raise the temperature of one pound of water by one degree. This is the standard measurement used to state the amount of energy that a fuel has.

**CAPITAL EXPENDITURE** - Expenditure on a long-term business asset, a fixed asset.

**CARRY-INS** - A funding process which allows for time-line movements from a previous fiscal year to the current year.

**COMMUNITY SERVICES** - A summary of the monetary value that City Utilities provides to the City of Springfield and the customers of City Utilities for a given time period. This value usually includes the payment in lieu of taxes, utility relocates, free utility services provided to the City, and support of the Transit System.

**CONTINGENCY ITEM** - Potential project not included in the funding solution and which may or may not be required (e.g., dependent on other actions).

**DAYS CASH** - Number of days of cash on hand (working capital) available to meet daily Utility operations. Excludes restricted funds. (1 Day of Cash = Annual Operating Expense divided by 365 days).

**DEBT SERVICE** - The organization's obligation to pay the principal and interest of all debt instruments according to a pre-determined payment schedule.

**DEBT SERVICE COVERAGE** - Sum of Operating Income, depreciation and amortization, and other income divided by Total Annual Debt Service. Measures how many times Utility's annual income will cover annual debt payments.

**DEBT SERVICE FUND** - A fund established to account for the accumulation of resources (cash) for the payment of principal and interest on debt. This fund is often called a Sinking Fund or Bond Fund.

**DEKATHERM (DTH)** - Unit of energy to measure natural gas. Equivalent to one million BTU and the energy contained in about one thousand cubic feet of natural gas.

**DISBURSEMENT AUTHORITY** - Amount of funds allowed to be disbursed in a given year. Approved by City Council.

**EXPENDITURE** - The actual outflow of funds paid for assets, labor, goods, or services obtained. Expenditures are the accounting entry where disbursements or accruals are recognized.

**EXPENSES** - Expenses represent the total cost of operations during a period regardless of the timing of the disbursement.

**FISCAL YEAR** - A calendar or fiscal year represented by a 12-month period to which the annual budget applies. Also known as the budget year. City Utilities' Fiscal Year is October 1 to September 30.

**FUND BALANCE** - The amount of money in a cash account at a specific point in time.

### FUND DESCRIPTIONS –

**OPERATING FUND** - The general fund for the Utility. All receipts and disbursements, except for some specific financings and direct interest earnings, flow through the Operating Fund. Periodic transfers are made to/from other funds to settle-up on transactions incurred on behalf of the Operating Fund.

**DESIGNATED IMPROVEMENT ACCOUNT (DIA)** - Funds in the DIA may be used for the maintenance and repair, construction, acquisitions, extensions, and improvements to a system. This account includes the board approved contingency, pollution, and disaster funds.

**BOND FUNDS** - These are funds required to be set aside out of revenues to protect bondholders and City Utilities in the event of fund shortfalls. Reserves are required for Debt Service Reserves and Sinking Funds. These bond funds are found on the Statement of Net Position (Balance Sheet).

**CONSTRUCTION FUNDS** - These funds represent bond or financing proceeds held for construction of major capital projects. In addition to the initial bond proceeds deposited in this fund, yet-to-be consumed funds are invested, and earnings on these investments are added to help fund the overall cost of the project. Project expenditures are reimbursed monthly to the Operating Fund.

**GIGABIT** - A gigabit is a billion bits. There are 8 bits to a byte. Generally disk space is measured in bytes and transmission speed is measured in bits.

**GIGABYTE (GB)** - A unit of computer memory or data storage capacity equal to roughly a thousand megabytes or one million bytes. This also applies to data transmission quantities over broadband circuits.

**HIGHWAY/BYWAY COST ALLOCATION** - The cost allocation methodology for new transmission facilities in SPP based on the voltage of the facility.

**INTEGRATED MARKET (IM)** - In March of 2014, SPP launched the IM including a consolidated balancing authority, a day-ahead energy market, a real-time energy market, an operating reserve market, and a market for Transmission Congestion Rights.

**INTEGRATED TRANSMISSION PLANNING (ITP)** - Iterative three-year SPP process including 20-year, 10-year, and near-term assessments of the transmission in SPP.

**KILOWATT HOUR (kWh)** - Equivalent to 1,000 watts used over one hour.

**MAJOR PROJECT** - A project 1) occurring only once (or every few years) and is a large dollar amount, 2) needs to be identified separately (e.g., is required by law, is a new kind of project, is politically sensitive) or 3) is a recurring project needing additional funding (e.g., because of expected growth in the area).

**MEGAWATT HOUR (MWh)** - Equivalent to 1 million watts used over one hour.

**NON-UTILITY RECEIPTS/DISBURSEMENTS** - Collections by City Utilities for the benefit of a different entity. These collections or receipts, such as sales tax and sewer billings, create a non-utility disbursement when paid to the benefitting agency.

**OFF-SYSTEM (ELECTRIC) SALES** - Wholesale sales of electric power to an entity other than a City Utilities residential, commercial or industrial customer.

**OPERATING EARNINGS** - Operating Income excluding depreciation expense. This metric ensures that each business unit is generating enough cash flow to fund its capital improvements and debt payments.

**OPERATING INCOME** - The amount of profit realized from a business's operations after taking out operating expenses and depreciation. These operating expenses are costs which are incurred from operating activities and exclude income and expenses such as interest, gain or loss on investments, extraordinary items and miscellaneous items not directly related to business operations.

**RECEIPT** - Funds that the organization receives as income or capital contributions and are either as designated or undesignated.

**RESERVE** - An account used to set aside a portion of a fund balance as segregated for a specific future use.

**REPROJECTED BUDGET** - The current year's budget updated for actual results through a portion of the year and new projections for the remainder of the fiscal year.

**SOUTHWEST POWER POOL (SPP)** - The Southwest Power Pool is based in Little Rock, AR and oversees the bulk electric grid and wholesale power market in the central United States on behalf of a diverse group of utilities and transmission companies.

**STATEMENT OF NET POSITION (formerly the Balance Sheet)** - A financial statement presenting the assets, liabilities, reserves and balances of specific funds as of a specific date.

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION (formerly the Income Statement)** - A financial statement displaying the revenues less expenses of the organization for a given period of time, usually a month or year.

**THE ENERGY AUTHORITY (TEA)** - A public power owned joint venture based in Jacksonville, Florida. City Utilities benefits as a member of TEA by limiting financial exposure as a result of unexpected unit outages and volatile market prices. City Utilities also receives resource management services from TEA.

# 2022 OPERATING BUDGET

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## EXECUTIVE SUMMARY

|                                        |   |
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| Financial Targets                      | 2 |
| Customer Growth and Use                | 3 |
| Revenue Forecast                       | 4 |
| Economic Assumptions                   | 5 |
| Fuels and Purchased Energy Assumptions | 5 |
| Capital Improvements                   | 6 |
| Expenditures                           | 7 |
| Disbursement Authority                 | 8 |
| Financial Results                      | 8 |

City Utilities' 2022 Operating Budget is the culmination of a planning process striving to meet customer needs while prudently managing resources. Decisions are aligned with the goals, strategies, and objectives of the Utility's Strategic Plan.

City Utilities continues to focus on providing value to customers with no significant differences from the 2021 Operating Plan. Many of the factors influencing last year's Operating Plan are still relevant today. The trend over the last several years of flat or declining customer usage for electric, natural gas, and water is forecasted to continue over the next five years for normal weather conditions. We are also forecasting stable fuel prices over the five-year planning horizon. The key to our success going forward is to continue to find ways to be more efficient in our processes as we seek to meet our customers' needs for safe and reliable electric, natural gas, water, transportation, and broadband services while focusing on promoting community economic development.

These factors played a key role in the development of the 2022 Operating Budget and will continue to drive City Utilities' planning process in the future.

This section is intended to provide an overview of the 2022 Operating Budget. Included is an overview of our financial targets, a summary of the major capital expenditures, projections for customer growth and usage, and the revenue forecast for each business unit. The disbursement authority calculation based on the expenditures in this budget is also included at the end of the summary.

The accompanying sections of the Operating Budget include further detail of the revenue assumptions, planned capital improvements, and expenditures associated with the day-to-day operation and maintenance of the Utility.

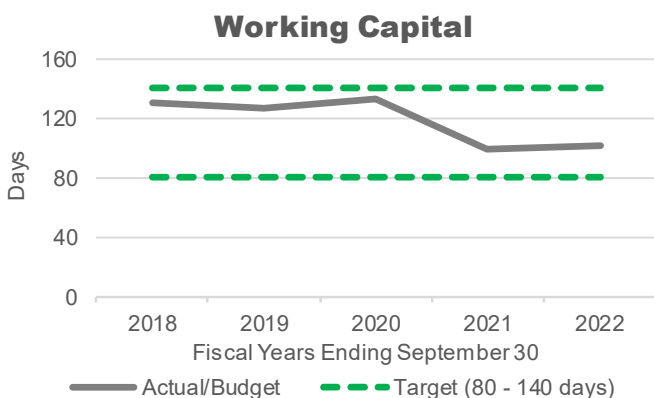
The Operating Budget is presented to the Board of Public Utilities for consideration and approval. Following approval by the Board of Public Utilities, the Operating Budget is presented to City Council for consideration and approval.

## Financial Targets

### Working Capital

Working capital is the cash used to meet the budgeted and operational needs of the Utility throughout the year. These are the funds required to purchase fuels and materials, to fund capital investments, to cover employee expenses, and debt service payments. For fiscal 2022, the average daily cash requirement is projected to be \$1,004,000. City Utilities' working capital target range is reviewed periodically and is based on three factors: Operational Cash Flow Model, Debt Service Adjustment, and Financial Stability. The target level is a range of 80 to 140 days of cash on hand, which aligns City Utilities' working capital target with other "AA" rated public utilities. The working capital balance is reflected on the summary of fund balances as cash, short-term investments, and the working capital/rate stabilization fund. Cash designated for future capital projects, contingencies, or reserves required by bond ordinances is not included in working capital.

For the 2022 Operating Budget, City Utilities is projected to end the fiscal year with 102 days of working capital. Projections for the five-year Operating Plan show working capital will remain within the target range, ending 2026 at 107 days.



### Operating Earnings

Operating Earnings less Operating Requirement is a calculation management uses to ensure that each business unit is generating sufficient cash flow to cover the business unit's capital improvements and debt service payments. Operating Earnings, or cash flow from operations, is calculated as Operating Income excluding depreciation expense. The Operating Requirement for Electric, Natural Gas, Water, and SpringNet includes capital expenditures and debt service. The Operating Requirement for Electric, Natural Gas, and Water also includes support of the Transit System.

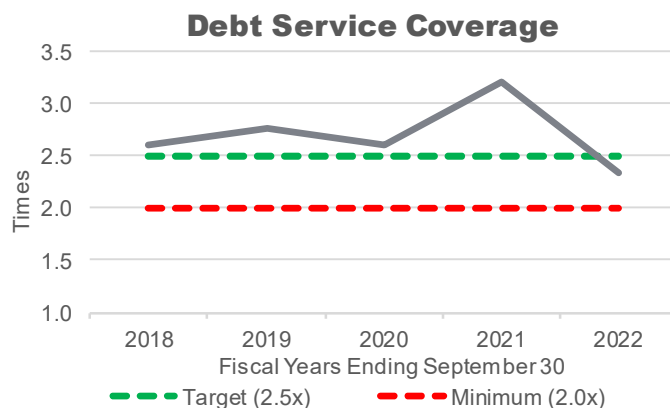
Any business unit with Operating Earnings projected to be below the Operating Requirement is scrutinized for budget reductions, additional revenue sources, or possible financing alternatives. It is common for Operating Earnings to be less than the Operating Requirement in a year when large capital improvements are planned. This is considered acceptable if future years show that the business unit will have Operating Earnings in excess of the Operating Requirement.

For the 2022 Operating Budget, SpringNet's Operating Earnings will exceed the Operating Requirement. Electric, Natural Gas, and Water Operating Earnings will be less than the Operating Requirement due to large capital projects.

### Debt Service Coverage

Debt Service Coverage (DSC) is the ratio of total income (excluding depreciation) to total debt service. This ratio is expressed as a measure of how many times the Utility's adjusted annual income will cover the annual debt payments.

City Utilities has set a target DSC, based on financial standards for strongly rated utilities, of 2.5 times debt service, with a minimum required level of 2.0. For the 2022 Operating Budget, DSC is projected to be 2.3.





## Customer Growth and Use

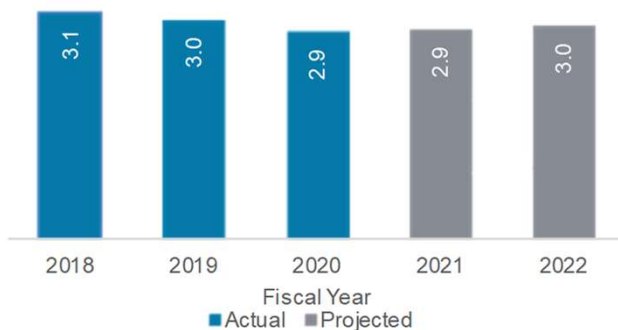
Electric, Natural Gas, and Water sales demonstrate the impact of customer growth and usage projections of system sales included in the Operating Budget. Sales projections are based on normal weather and 2021 includes actual sales through March.

### Electric

The number of new residential customers added in 2022 is estimated at 715 (0.7%) and nonresidential customers added to the Electric System are projected to be 160 (1%). Use per customer in 2022 is projected to be similar to 2021 projections.

#### Electric Sales (Retail)

Millions of Megawatt Hours

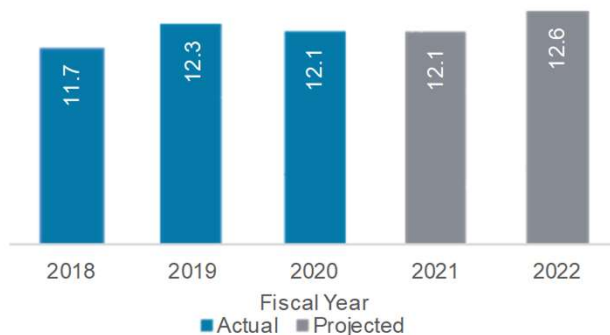


### Natural Gas

The number of natural gas customers is projected to increase by 190 (0.3%) new residential customers and 34 (0.4%) nonresidential customers. Use per customer in 2022 is projected to be higher than 2021 projections due to the overall warmer winter weather in 2021.

#### Natural Gas Sales (Retail)

Millions of Dekatherms

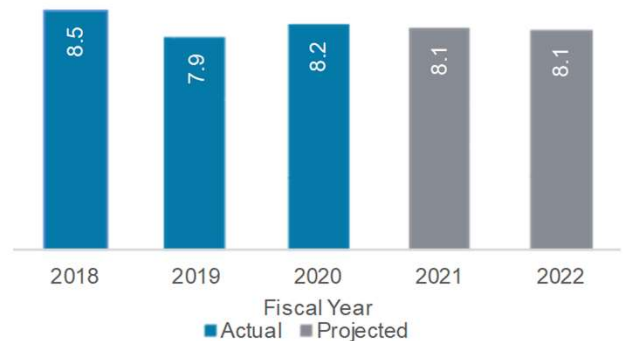


### Water

The Water System continues to experience modest growth in customers. The number of new residential customers in 2022 is estimated at 339 (0.5%) and nonresidential customers is projected to be 64 (0.8%). Water use per residential customer in 2022 is projected to continue to decline with changing customer habits and efficiencies.

#### Water Sales

Billions of Gallons

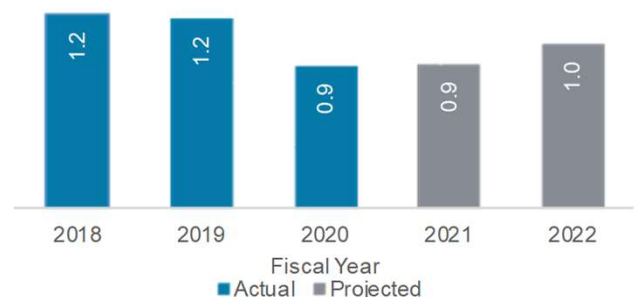


### Transit

Transit ridership for fiscal 2022 is projected to increase slightly compared to 2021 as ridership increases towards pre-pandemic levels.

#### Transit Ridership

Millions of Revenue Passengers



## Revenue Forecast

Total receipts for the Utility are projected at \$606 million for fiscal 2022, a decrease of \$35 million compared to the 2021 Reprojected Budget. Most of this expected decrease is due to the receipt of financing proceeds and higher off-system electric sales in fiscal 2021.

Natural Gas receipts increase in 2022 for recovery of the natural gas costs incurred during the February 2021 weather event.

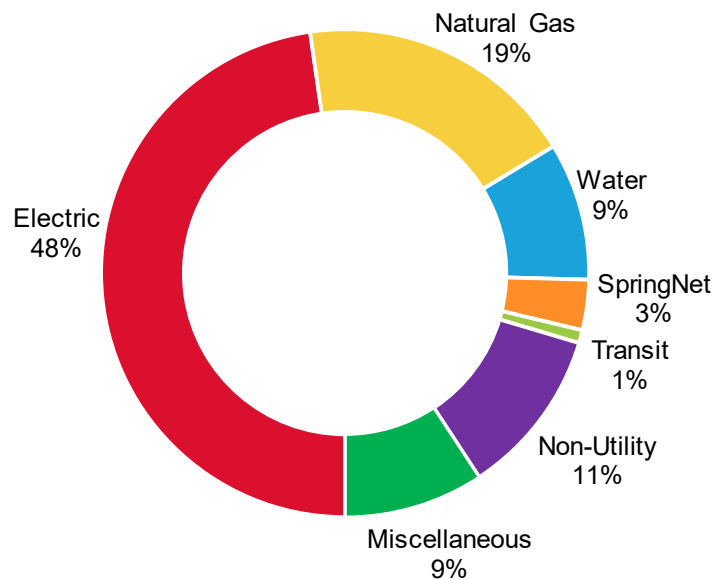
SpringNet revenues are expected to continue to increase in fiscal 2022 as a result of the dark fiber lease as portions of the fiber expansion are completed.

Transit operating revenues are expected to remain consistent from 2021 to 2022. Revenues from ridership and bus advertising do not include any fare increases. It is expected the Transit System will continue to receive federal and state operating subsidies, including funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which are also reflected in total Transit receipts.

Non-utility receipts are items that City Utilities collects and remits to a third party. These items include sales taxes billed, wastewater billings for the City of Springfield, and donations to the Project SHARE program.

Miscellaneous billings include financing proceeds, interest income, customer contributions for service extensions, capital grants, and capital reimbursements from the Federal Transit Administration (FTA). Miscellaneous billings in fiscal 2022 are projected to decrease due to financing proceeds received in 2021.

### 2022 Receipts Budget



| Revenues/Receipts                    |                |                     |                |
|--------------------------------------|----------------|---------------------|----------------|
| (\$ in millions)                     | Actual<br>2020 | Reprojected<br>2021 | Budget<br>2022 |
| Utility Operating Revenues/Receipts: |                |                     |                |
| Electric                             | \$ 286         | \$ 332              | \$ 289         |
| Natural Gas                          | 75             | 87                  | 112            |
| Water                                | 56             | 55                  | 55             |
| SpringNet                            | 13             | 19                  | 20             |
| Trunked Radio                        | 1              | 1                   | 1              |
| Transit (including subsidies)        | 5              | 5                   | 5              |
| Non-Utility Receipts                 | 55             | 62                  | 67             |
| Miscellaneous Billings               | 57             | 79                  | 56             |
| <b>Total Receipts</b>                | <b>\$ 548</b>  | <b>\$ 641</b>       | <b>\$ 606</b>  |

## Economic Assumptions

The 2022 Operating Budget includes economic assumptions to project expenditure levels. These include projections for inflation, fuel prices, borrowing costs, and investment returns. The assumptions for 2022 are conservative based on the Federal Reserve's current monetary policy and target inflation rate.

The rate of inflation for operating and maintenance expenses and construction costs for the Operating Budget is 2.1% for 2022. For planning and budgeting purposes, this rate was applied to current expenditure trends to project future expenditures, except where other known variables are likely to impact costs. Inflation rates are used by project managers as a guideline to help forecast projects as accurately as possible.

| Economic Assumptions                  |        |
|---------------------------------------|--------|
|                                       | Budget |
| Inflation Rate                        | 2.1%   |
| Interest Borrowing Rate (tax-exempt): |        |
| 15 year                               | 1.3%   |
| 30 year                               | 1.8%   |
| Portfolio Interest Earnings Rate      | 2.2%   |

## Fuels and Purchased Energy Assumptions

Assumptions for fuels, purchased energy costs, and purchased quantity estimates are an integral part of the budgeting process. Fuels and purchased energy costs account for 27% of City Utilities' total 2022 budgeted expenditures. Most of these costs will be paid by City Utilities' customers through fuel cost adjustment mechanisms and impact revenues and receipts for the year.

Current projections reflect the assumption that coal from the Powder River Basin in Wyoming will be consumed at John Twitty Energy Center (JTEC) coal-fired generating units. The average delivered cost of coal is projected to be \$1.94 per million British Thermal Units (BTU) with freight costs included.

Assuming normal weather, natural gas purchases for 2022 are projected to be significantly lower than 2021 due to the February 2021 winter weather event. The 2022 budgeted cost of 16 million dekatherms of natural gas is \$59 million. This includes \$34 million for natural gas purchased for firm and curtailable customers, \$16 million for transportation capacity.

Purchased energy costs for 2022 budgeted at \$53 million includes renewable energy purchased power agreements and purchases from the SPP integrated marketplace. Purchases from the SPP integrated marketplace are driven by economic decisions to purchase energy when it is more economical than to produce it.

| Fuels and Purchased Energy    |              |
|-------------------------------|--------------|
|                               | 2022         |
| <b>Coal:</b>                  |              |
| Tons Purchased                | 1.0 million  |
| Cost of Coal Purchases        | \$35 million |
| Delivered Price per Ton       | \$34.11      |
| <b>Natural Gas:</b>           |              |
| Dth Purchased                 | 16.2 million |
| Cost of Natural Gas Purchases | \$59 million |
| Average Supply Cost per DTh   | \$2.56       |
| <b>Purchased Energy:</b>      |              |
| MWh Purchased                 | 2.1 million  |
| Cost of Purchased Energy      | \$53 million |
| Average Price per MWh         | \$24.77      |

## Capital Improvements

Capital Improvement projects are a major component in planning for the future of City Utilities. Capital Improvements are necessary to provide safe, reliable service to customers and ensure flexibility of supply. Capital Improvements maintain and restore aging infrastructure promoting compliance with safety and reliability standards for our customers. In recent years, City Utilities modified our planning process to better prioritize projects in a manner best serving the needs of our customers and strategic goals of the Utility. Projects are prioritized within business units in alignment with our Strategic Plan. Strategies are noted for the projects.

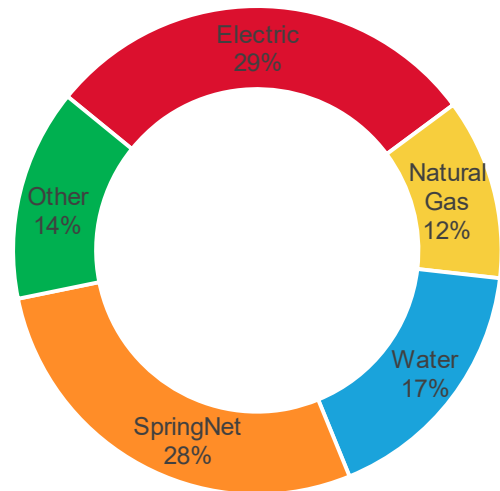
Capital expenditures for the 2022 Operating Budget have a projected cost of \$96 million. This is a decrease from the \$131 million included in the 2021 Reprojected Budget. Due to the ongoing process of maintaining City Utilities' infrastructure, many of the capital projects are recurring in nature. Recurring projects include such items as preventive maintenance of electric lines, water main and service renewals, and natural gas main and service renewals.

Investment in renewing and replacing aging infrastructure continues to be a priority for the Utility. Capital improvements include \$9 million for water main and service renewals, \$7 million for natural gas main and service renewals, \$6 million for construction of the Republic Substation, \$2 million for electric infrastructure improvements for Grant Avenue Parkway, and \$2 million for electric pole maintenance.

The Operating Budget includes \$25 million for the SpringNet fiber expansion to accommodate increased SpringNet customer demands.

Section C of the 2022 Operating Budget includes additional information on the capital budgeting process and descriptions of the capital projects.

**Capital Expenditures  
by Category**

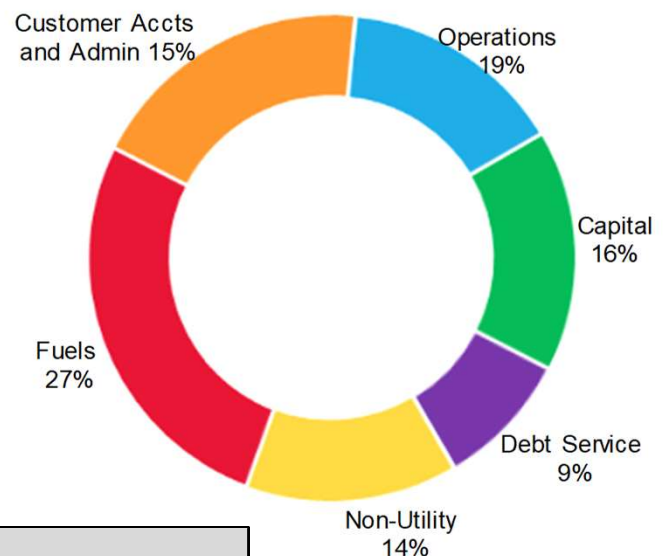


## Expenditures

Total expenditures for the 2022 Operating Budget are projected at \$595 million, a decrease of \$68 million from the 2021 Reprojected Budget. Decreases in expenditures for capital improvements and fuels account for most of this decrease in fiscal 2022 as compared to 2021.

Total Disbursement Authority for the year is presented in section E of the 2022 Operating Budget. In addition to expenditures, Total Disbursement Authority includes a Business Volatility and Fuels Contingency, net operating expenses of The Energy Authority, changes in payables balance sheet accounts, and other miscellaneous payments. For fiscal 2022, disbursement authority for all funds total \$632 million.

### 2022 Expenditures by Category



| Project Expenditures                            |               |               |               |
|-------------------------------------------------|---------------|---------------|---------------|
| (\$ in millions)                                | Actual        | Reprojected   | Budget        |
|                                                 | 2020          | 2021          | 2022          |
| <b>Fuels</b>                                    | <b>\$ 124</b> | <b>\$ 195</b> | <b>\$ 161</b> |
| <b>Operations:<sup>1</sup></b>                  |               |               |               |
| Power Generation                                | 23            | 30            | 31            |
| Electric T and D                                | 32            | 26            | 28            |
| Natural Gas T and D                             | 6             | 6             | 6             |
| Water Supply and Treatment                      | 5             | 6             | 7             |
| Water Distribution                              | 5             | 4             | 4             |
| Transit                                         | 4             | 5             | 5             |
| Facilities                                      | 6             | 5             | 6             |
| Vehicles and Equipment                          | 2             | 3             | 3             |
| SpringNet                                       | 5             | 6             | 7             |
| Information Technology                          | 10            | 11            | 12            |
| General Operations                              | 4             | 6             | 6             |
| <b>Sub-total Operations</b>                     | <b>103</b>    | <b>107</b>    | <b>115</b>    |
| <b>Customer Accounts and Admin:<sup>1</sup></b> |               |               |               |
| Human Resources                                 | 52            | 59            | 61            |
| Finance                                         | 6             | 6             | 7             |
| Administrative Support                          | 5             | 5             | 6             |
| Customer Support                                | 11            | 13            | 14            |
| <b>Sub-total Customer and Admin</b>             | <b>74</b>     | <b>84</b>     | <b>88</b>     |
| <b>Capital Improvements</b>                     | <b>113</b>    | <b>131</b>    | <b>96</b>     |
| <b>Debt Service</b>                             | <b>56</b>     | <b>56</b>     | <b>51</b>     |
| <b>Non-Utility</b>                              | <b>71</b>     | <b>81</b>     | <b>85</b>     |
| <b>TEA Guarantees<sup>2</sup></b>               | <b>0</b>      | <b>10</b>     | <b>0</b>      |
| <b>Total Project Expenditures</b>               | <b>\$ 541</b> | <b>\$ 663</b> | <b>\$ 595</b> |

<sup>1</sup> Expenditures for "Operations" and "Customer Accounts and Admin" consist of operations, maintenance, labor, and administrative costs.

<sup>2</sup> TEA Guarantees represents equity membership guarantees to The Energy Authority (TEA). Although remittance is not anticipated, it is included as an expenditure for disbursement authority should a payment be needed. If no disbursement is required for 2021, the disbursement authority will transition to 2022.

## Disbursement Authority

| Disbursement Authority                                 |                      |                      |
|--------------------------------------------------------|----------------------|----------------------|
|                                                        | Reprojected<br>2021  | Budget<br>2022       |
| Total Expenditures                                     | \$659,753,572        | \$596,601,337        |
| Business Volatility and Fuels Contingency <sup>1</sup> | 10,000,000           | 35,000,000           |
| <b>Total Disbursements</b>                             | <b>\$669,753,572</b> | <b>\$631,601,337</b> |

<sup>1</sup> This disbursement will be offset by receipts through fuel adjustment mechanisms, should an increase in fuel costs occur, or will be covered through other funding mechanisms.

## Financial Results

Operating income from the utility is projected at \$37 million in 2022. This amount will be reduced by interest expense and other miscellaneous expenses and increased by interest income, net capital contributions, and miscellaneous income to arrive at the net income projection of \$26 million. Adequate income is very important for the Utility to fund annual debt service payments and capital expenditures.

Electric operating income is projected to be \$25 million in 2022. Operating income from the Electric System is used to meet the debt service payments on the JTEC Unit 2 debt and to fund electric capital projects.

Natural gas operating income is projected at \$9 million for fiscal 2022 based on normal weather. This is a decrease from 2021 reprojected operating income.

The Water System operating income of \$13 million. This is a decrease from 2021 due to inflationary increases in operating expenses.

Operating income for SpringNet is projected at \$3 million. As a result of the fiber expansion project, SpringNet revenues continue to increase in 2022.

Transit revenues and subsidies are expected to remain similar to 2021 reprojected levels. Transit's net loss, after operating subsidies including receipts from the CARES act, is expected to be \$8 million in 2022. Anticipated capital contributions related to major transit capital projects are included in Transit's net loss.

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This section provides key information by business unit related to revenues and receipts within the Utility. A brief description is included for each section of budgeted receipts or the fiscal year beginning October 1, 2021 through September 30, 2022.

Reprojected revenues and receipts are included for the fiscal year beginning October 1, 2020 through September 30, 2021.

For comparison, actual receipts for the fiscal year beginning October 1, 2019 through September 30, 2020 are also presented.

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**RECEIPTS HIGHLIGHTS**

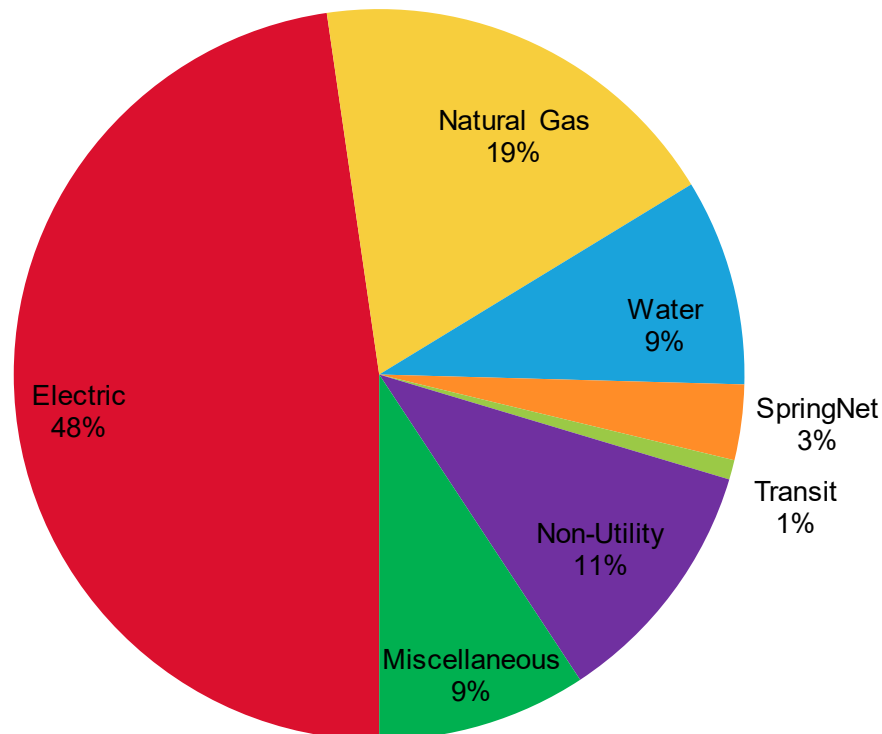
|                                          |   |
|------------------------------------------|---|
| Summary of Receipts by Category          | 1 |
| Electric Revenues and Receipts           | 2 |
| Natural Gas Revenues and Receipts        | 3 |
| Water Revenues and Receipts              | 4 |
| SpringNet® Revenues                      | 5 |
| Trunked Radio Revenues                   | 6 |
| Transit Revenues and Operating Subsidies | 7 |
| Non-Utility Receipts                     | 8 |
| Miscellaneous Billings and Receipts      | 9 |



## Summary of Receipts by Category

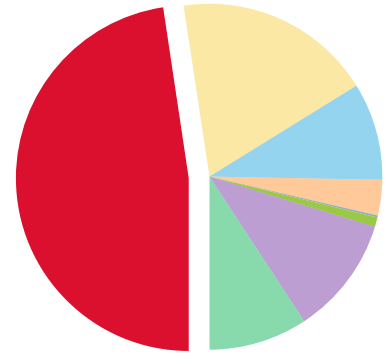
| Receipts<br>(000s)                       | 2020<br>Actual    | 2021<br>Reprojected | 2022<br>Budget    |
|------------------------------------------|-------------------|---------------------|-------------------|
| Electric Revenues and Receipts           | \$ 285,924        | \$ 331,524          | \$ 288,561        |
| Natural Gas Revenues and Receipts        | 75,453            | 87,119              | 112,402           |
| Water Revenues and Receipts              | 56,014            | 55,378              | 55,291            |
| SpringNet Revenues and Receipts          | 13,162            | 19,144              | 20,180            |
| Trunked Radio Revenues and Receipts      | 848               | 823                 | 1,164             |
| Transit Revenues and Operating Subsidies | 5,082             | 5,141               | 5,225             |
| Non-Utility Receipts                     | 55,316            | 62,464              | 67,146            |
| Miscellaneous Billings and Receipts      | 56,867            | 79,186              | 56,046            |
| Total Receipts                           | <u>\$ 548,665</u> | <u>\$ 640,780</u>   | <u>\$ 606,015</u> |

### 2022 Receipts by Category



## Electric Revenues and Receipts

| Receipts<br>(000s)        | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|---------------------------|----------------|---------------------|----------------|
| Sales Revenues            | \$ 274,124     | \$ 332,732          | \$ 280,605     |
| Other Operating Revenues  | 13,092         | 10,584              | 11,124         |
| Total Revenues            | 287,216        | 343,317             | 291,729        |
| Less Non-Cash Adjustments | (1,292)        | (11,793)            | (3,169)        |
| Total Receipts            | \$ 285,924     | \$ 331,524          | \$ 288,561     |
| System Sales (MWh)        | 2,925,884      | 2,942,351           | 2,968,000      |
| Off-System Sales (MWh)    | 982,313        | 1,242,983           | 881,500        |
| Total Sales (MWh)         | 3,908,197      | 4,185,334           | 3,849,500      |



### Overview

Electric sales revenues are amounts delivered to customers for the sale of electricity. Electric sales revenues also include interdepartmental sales charged to other operating areas of the Utility and miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of electric fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

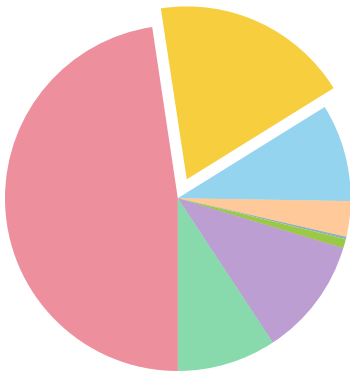
### Reprojected Adjustment

- Fiscal 2021 reprojected electric system sales revenues increased from original Operating Budget projections by approximately \$51 million, driven by off-system sales during the record-setting cold weather experienced across the Midwest in February 2021. Fuel costs in 2021 are \$4 million higher than original Operating Budget assumptions, which translates to higher fuel adjustments passed on to customers through the electric fuel adjustment factor process. Reprojected system sales volumes for 2021 are 1.5% lower than original Operating Budget projections and are expected to be 0.6% higher than 2020 system sales volumes.
- Off-system sales revenues for fiscal 2021 are reprojected at \$73 million, which is \$46 million higher than original projections. Off-system sales volumes are reprojected higher by approximately 10%.

### Highlights

- Total residential electric customers are projected to increase 0.7% to 102,915 customers in 2022. Electric use per residential customer is projected to decrease approximately 1% with residential electric sales budgeted to decrease by 0.3% to around one million megawatt-hours (MWh) in 2022.
- The average number of nonresidential electric customers is expected to increase by 1% to 16,160 customers. Nonresidential electric use per customer is projected to increase 0.5% from 2021 levels. Nonresidential electric sales are projected to increase by 1.5% to nearly two million MWh in 2022.
- Off-system sales include energy sales through The Energy Authority and the Southwest Power Pool (SPP). Off-system sales for fiscal 2022 are forecasted at 881,500 MWh.
- Non-cash adjustments include interdepartmental electric sales for electricity used by other City Utilities facilities, unbilled revenues, and under-recovered or over-recovered fuel costs. Electricity for interdepartmental use is budgeted at nearly \$4 million in 2022.

## Natural Gas Revenues and Receipts



| Receipts<br>(000s)                                 | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|----------------------------------------------------|----------------|---------------------|----------------|
| Sales Revenues                                     | \$ 79,636      | \$ 131,266          | \$ 102,160     |
| Other Operating Revenues                           | 1,852          | 1,706               | 1,956          |
| Total Revenues                                     | 81,488         | 132,972             | 104,116        |
| Less Non-Cash Adjustments                          | (6,035)        | (45,853)            | 8,286          |
| Total Receipts                                     | \$ 75,453      | \$ 87,119           | \$ 112,402     |
| Sales (DTh)*                                       | 12,087,925     | 12,083,210          | 12,587,000     |
| *Excludes Interdepartmental and Net Unbilled Sales |                |                     |                |

### Overview

Natural gas sales revenues are amounts billed to customers for the sale of natural gas, adjusted to recognize revenue timing. Natural gas sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of natural gas fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

### Reprojected Adjustment

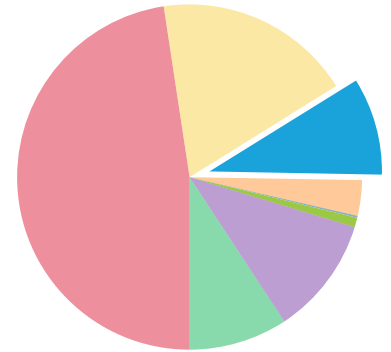
- Sales revenues for 2021 are expected to increase from original Operating Budget projections by \$39 million primarily due to the purchased natural gas costs from the extreme market natural gas pricing experienced in February 2021. Purchased natural gas revenues will be collected from customers over a 24-month period as approved by the Board and City Council through a variance to the Purchased Gas Clause. Reprojected sales volumes decreased by about 300,000 dekatherms.
- The projected system sales volumes in 2021 are 12 million dekatherms and essentially unchanged from 2020. There was slight growth in the average number of natural gas customers, a slight decrease in average use per residential customer and a slight decrease in average use per nonresidential customer compared to 2020.

### Highlights

- Residential natural gas customers are projected to increase 0.3% to 76,140 customers in 2022. Natural gas use per residential customer is projected to increase from 2021. Residential natural gas sales are budgeted at six million dekatherms in 2022.
- Nonresidential natural gas customers are budgeted to increase 0.4% to 8,634 customers in 2022. Nonresidential natural gas use per customer is budgeted to decrease by 0.1% in 2022, and sales are budgeted at seven million dekatherms.
- Non-cash adjustments include interdepartmental natural gas sales for natural gas used in power generation charged to the Electric business unit, natural gas used by other City Utilities facilities, unbilled revenues, and under-recovered or over-recovered fuel costs. Natural gas for power generation is budgeted at \$8 million in 2022 for approximately three million dekatherms.

## Water Revenues and Receipts

| Receipts<br>(000s)        | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|---------------------------|----------------|---------------------|----------------|
| Sales Revenues            | \$ 55,106      | \$ 54,124           | \$ 54,063      |
| Other Operating Revenues  | 1,564          | 1,395               | 1,369          |
| Total Revenues            | 56,669         | 55,519              | 55,432         |
| Less Non-Cash Adjustments | (655)          | (141)               | (141)          |
| Total Receipts            | \$ 56,014      | \$ 55,378           | \$ 55,291      |
| Sales (Thousand Gallons)  | 8,280,600      | 8,113,000           | 8,067,000      |



### Overview

Water sales revenues are the amounts billed to customers for the sale of water, adjusted to recognize revenue timing. Water sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges.

Non-cash adjustments to sales revenues include unbilled revenues and interdepartmental sales which are deducted from total revenues to arrive at total receipts.

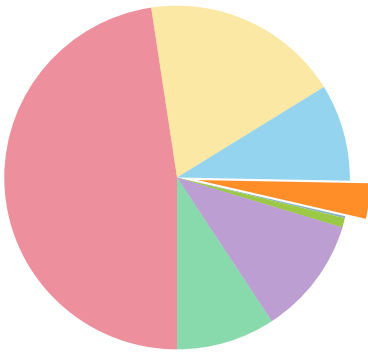
### Reprojected Adjustment

- Water sales volumes for 2021 are expected to be unchanged from original Operating Budget projections. The growth in average number of residential and nonresidential customers will be slightly less than the original Operating Budget.

### Highlights

- Residential water customers are budgeted to increase 0.5% to 75,609 customers in 2022. Water use per residential customer is budgeted to decrease 1.5% with residential water sales decreasing slightly to four billion gallons in 2022.
- Nonresidential water customers are budgeted to increase 0.8% to 8,556 customers in 2022. Nonresidential use per customer is budgeted to decrease nearly 1% during 2022 with nonresidential water sales budgeted to decline slightly to four billion gallons.

## SpringNet® Revenues



| Receipts<br>(000s)        | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|---------------------------|------------------|---------------------|------------------|
| Sales Revenues            | \$ 13,870        | \$ 20,385           | \$ 21,402        |
| Less Non-Cash Adjustments | (709)            | (1,241)             | (1,222)          |
| Total Receipts            | <u>\$ 13,162</u> | <u>\$ 19,144</u>    | <u>\$ 20,180</u> |

### Overview

SpringNet revenues are generated from leasing fiber and external broadband services to the business community under the trademark SpringNet®. SpringNet offers business solutions to commercial businesses including enterprise data users such as hospitals, banking institutions, universities, local schools, local internet service providers, and small businesses.

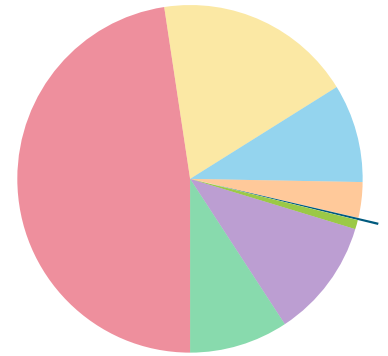
Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

### Highlights

- External sales of SpringNet broadband services are estimated to grow by \$1 million in 2022 due to continued growth in leasing the expanded fiber optic network as portions of construction are completed. Services available to the business community include Internet-type services (NetLink) and Virtual Local Area Network (VLAN), and networking services (LANLink).

## Trunked Radio System Revenues

| Receipts<br>(000s)        | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget  |
|---------------------------|----------------|---------------------|-----------------|
| Sales Revenues            | \$ 2,368       | \$ 2,318            | \$ 2,659        |
| Less Non-Cash Adjustments | (1,520)        | (1,495)             | (1,495)         |
| Total Receipts            | <u>\$ 848</u>  | <u>\$ 823</u>       | <u>\$ 1,164</u> |



### Overview

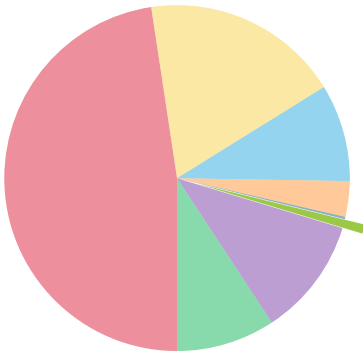
Trunked Radio System (TRS) revenues are generated primarily through reimbursements from the City of Springfield and Greene County for the costs associated with operating and maintenance of the TRS as well as system upgrades. Additional revenues are generated by providing radio services to public safety agencies and leasing tower space.

Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

### Highlights

- External revenues from the Trunked Radio System (TRS) are projected to be approximately \$1 million. Revenue for 2022 was increased by \$300,000 from 2021 to cover the cost of system upgrades.
- Internal Trunked Radio services provided to City Utilities' operations are projected to be \$1 million.

# Transit Revenues and Operating Subsidies



| Receipts<br>(000s)      | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|-------------------------|-----------------|---------------------|-----------------|
| Sales Revenues          | \$ 791          | \$ 820              | \$ 866          |
| Add Operating Subsidies | 4,291           | 4,322               | 4,359           |
| Total Receipts          | <u>\$ 5,082</u> | <u>\$ 5,141</u>     | <u>\$ 5,225</u> |

## Overview

Transit operating revenues are the fares collected from bus passengers, the sale of bus passes and discount cards, and the amounts collected for advertising on transit assets.

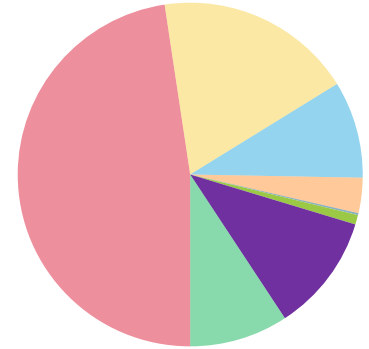
Subsidies from the Federal Transit Administration (FTA) and the State of Missouri provide partial funding for the operation of the transit system.

## Highlights

- Advertising sales are projected at \$85,000 in fiscal 2022.
- City Utilities is eligible to receive partial reimbursement from the FTA to help fund system maintenance and improvements, paratransit, and security expenses.

## Non-Utility Receipts

| Receipts<br>(000s)          | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|-----------------------------|------------------|---------------------|------------------|
| Reimbursements              | \$ 2,591         | \$ 5,000            | \$ 5,000         |
| Customer Meter Deposits     | 136              | 100                 | 100              |
| Project SHARE               | 89               | 94                  | 94               |
| Sales Tax Collections       | 11,793           | 11,324              | 12,535           |
| Wastewater Revenue Billings | 40,707           | 45,946              | 49,417           |
| <b>Total Receipts</b>       | <b>\$ 55,316</b> | <b>\$ 62,464</b>    | <b>\$ 67,146</b> |



### Overview

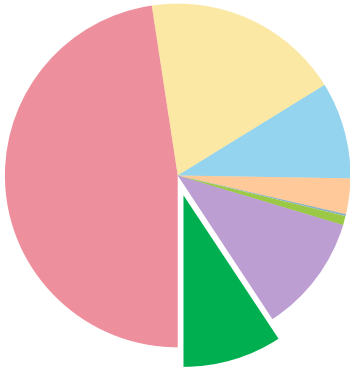
Non-Utility Receipts are funds City Utilities collects for third parties, including wastewater revenue billings, sales taxes, and donations to the Project SHARE program. Upon collection, funds are subsequently remitted to the appropriate agency. Receipts of refundable customer deposits and other reimbursable items are also included in this category.

### Highlights

- City Utilities provides the City of Springfield with wastewater billing services. The Operating Budget includes collecting \$49 million in 2022 from customers for the Clean Water Services Division of the City of Springfield.
- The Operating Budget includes collection of \$13 million during 2022 from customers for the State of Missouri for various state and local sales taxes.
- Receipts from customers for the Project SHARE program are included in the 2022 Operating Budget at \$94,000. Project SHARE is a voluntary program that relies on community donations to assist City Utilities' customers in need to satisfy their bill.
- The 2022 Operating Budget includes \$5 million for other miscellaneous reimbursable receipts.



## Miscellaneous Billings and Receipts



| Receipts<br>(000s)                      | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|-----------------------------------------|------------------|---------------------|------------------|
| Interest Income                         | \$ 5,416         | \$ 5,155            | \$ 5,169         |
| Financings                              | 35,447           | 54,553              | 35,500           |
| Capital Related Billings                | 7,767            | 3,523               | 2,963            |
| Contributions in Aid of<br>Construction | 848              | 2,734               | 382              |
| Other Receipts                          | 7,389            | 13,221              | 12,032           |
| <b>Total Receipts</b>                   | <b>\$ 56,867</b> | <b>\$ 79,186</b>    | <b>\$ 56,046</b> |

### Overview

Miscellaneous Billings and Receipts are sources of funds for City Utilities not reflected in previous revenues or receipts. Sources include financing proceeds, interest income, customer contributions for extension of the distribution systems, and other miscellaneous billings.

### Highlights

- Interest income earned on City Utilities' investment portfolio is projected to be \$5 million in 2022. Market value adjustments are not projected.
- Financing receipts of \$36 million in 2022 are from additional borrowing for the network expansion project.
- Capital reimbursements of \$576,000 are budgeted for extension of the Electric system, \$819,000 for extension of the Natural Gas system, \$382,000 for SpringNet, and \$1 million for extension of the Water system.
- Contributions in Aid of Construction include capital contributions of \$382,000 from the FTA in 2022. These funds are projected to cover up to 85% of Transit direct capital expenditures and 85% of administrative and general charges. Higher receipts in 2021 are attributable to the purchase of two fixed route electric buses.
- The 2022 Operating Budget includes \$10 million to offset the potential purchase of financial instruments included in the expenditures budget to manage natural gas prices.

The Capital Improvements section provides information by functional category related to utility capital expenditures for the fiscal year beginning October 1, 2021 through September 30, 2022.

Capital project expenditures are presented as Major Capital and Recurring Capital and encompass all capital costs of the project, including labor. A brief description is provided for each Major Project, including the budgeted capital expenditures for fiscal 2022.

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**CAPITAL IMPROVEMENTS**

|                              |    |
|------------------------------|----|
| Capital Improvements Summary | 1  |
| Electric                     | 2  |
| Natural Gas                  | 5  |
| Water                        | 6  |
| Transit                      | 7  |
| SpringNet®                   | 8  |
| Information Technology       | 9  |
| Facilities                   | 10 |
| Vehicles and Equipment       | 11 |

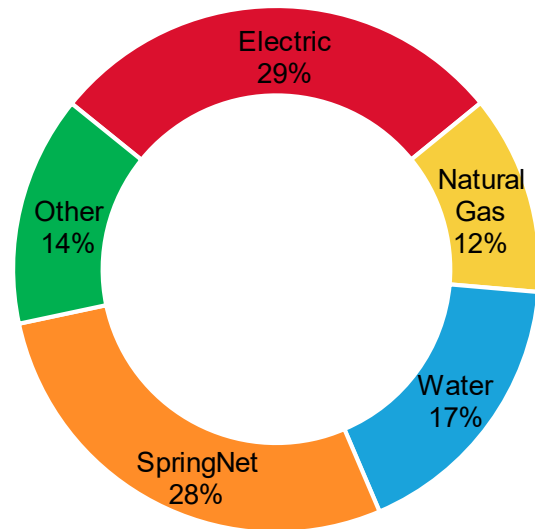
## Capital Improvements Summary

### Purpose

Capital budgeting is a fundamental part of the budgeting process for a utility. City Utilities uses the capital budget as a tool to manage competing demands for resources through a process of planning and allocating those resources. Capital improvements are necessary to maintain and rehabilitate aging infrastructure in order to provide safe and reliable services to our existing customers, to prepare for future demand, and to meet environmental and regulatory requirements.

This section presents an overview of City Utilities' Capital Improvement Budget, including the planning process, the funding sources, and the capital projects funded in the 2022 Operating Budget. Projects included in the 2022 Capital Improvements Budget have a projected cost of \$96 million. These are grouped by their functional service category.

### Capital Expenditures by Category



| Functional Service<br>(000s)              | Major<br>Capital | Recurring<br>Capital | 2022 Capital<br>Budget |
|-------------------------------------------|------------------|----------------------|------------------------|
| Electric Power Generation                 | \$ 4,993         | \$ 75                | \$ 5,068               |
| Electric Transmission and Distribution    | 15,609           | 6,711                | 22,320                 |
| Natural Gas Transmission and Distribution | 9,318            | 2,576                | 11,894                 |
| Water Supply and Treatment                | 811              | 514                  | 1,325                  |
| Water Distribution                        | 12,438           | 2,951                | 15,389                 |
| Transit                                   | 280              | 185                  | 465                    |
| SpringNet                                 | 27,015           | 191                  | 27,206                 |
| Information Technology                    | 2,714            | 50                   | 2,764                  |
| Facilities                                | 1,982            | 510                  | 2,492                  |
| Vehicles and Equipment                    | 1,557            | 0                    | 1,557                  |
| Other Support                             | 0                | 20                   | 20                     |
| Contingencies                             | 0                | 5,426                | 5,426                  |
| <b>Totals</b>                             | <b>\$ 76,717</b> | <b>\$ 19,209</b>     | <b>\$ 95,926</b>       |

### Contingencies

A designated contingency fund has been created for Revenue Producing and Municipal Improvements projects. The level of activity in the public works, residential housing, and commercial development markets is difficult to project with a high degree of certainty. When a project exceeds the budgeted allocation within a category, money may be transferred from the designated contingency fund to supplement the budget for the impacted project. Of the \$5.3 million available in the Contingencies budget for 2022, \$3 million is designated for these Revenue Producing and Municipal Improvement projects.

## Power Generation

(000s)

### Major Capital Projects

|                                                 |          |
|-------------------------------------------------|----------|
| Baghouse                                        | \$ 1,810 |
| NOx Emission Reduction (SCR)                    | 908      |
| Repair and Replacement                          | 750      |
| Repair Cooling Tower                            | 510      |
| Upgrade Combustion Control Systems              | 462      |
| Gas Turbine Controls Upgrade                    | 429      |
| Plant Decommission, Demolition, and Restoration | 124      |

### Recurring/Small Capital

|                |    |
|----------------|----|
| JTEC - Capital | 75 |
|----------------|----|

### Totals

\$ 5,068

### Baghouse

**SWMC80 Budget:** \$1.8 million

**Description:** Purchase and install replacement fabric filter bags and cages for JTEC Unit 2 baghouse.

**Purpose:** JTEC Units 1 and 2 baghouses ensure environmental compliance with particulate matter emission and opacity limits. The bags and cages need to be changed once deterioration is detected via bag testing that is performed every outage cycle and a review of historical trends. (Strategy – Responsibility)

**Duration:** This project will be completed in fiscal 2022.

### NOx Emission Reduction (SCR)

**SWMC81 Budget:** \$908,000

**Description:** Purchase and install Selective Catalyst Reduction (SCR) module layers for JTEC Units 1 and 2 and a JTEC Unit 2 sonic horn upgrade.

**Purpose:** JTEC Units 1 and 2 SCR systems reduce NOx emissions in order to comply with environmental regulations. (Strategy – Responsibility)

**Duration:** Ongoing

### Gas Turbine Controls Upgrade

**JRMC81 Budget:** \$429,000

**Description:** Update power generation automation controls system hardware and software components.

**Purpose:** Upgrading GE Control System on JRPS combustion turbines improves reliability. (Strategy – Dependability)

**Duration:** This control system needs periodic upgrades as defined by the OEM (GE).

### Repair and Replacement

**SWMC01 Budget:** \$750,000

**Description:** These projects replace or upgrade JTEC systems that have deteriorated over time.

**Purpose:** Replace or upgrade existing systems at JTEC. These projects include replacing McCartney CT Auxiliary Transformer and JTEC CT Fire Protection System. (Strategy – Dependability)

**Duration:** This project will be completed in fiscal 2022.

### Repair Cooling Tower

**SWMC13 Budget:** \$510,000

**Description:** Replace JTEC Unit 1 Cooling Tower hot deck.

**Purpose:** JTEC Unit 1 Cooling Tower is an aging wooden structure. Replace the hot deck portion of the cooling tower. (Strategy – Dependability)

**Duration:** This project will be completed in fiscal 2022.

### Upgrade Combustion Control Systems

**SWMC26 Budget:** \$462,000

**Description:** Upgrade the existing combustion control systems.

**Purpose:** Control systems must be updated periodically to maintain safe and efficient operations of power generation equipment. These ongoing upgrades are necessary due to normal aging, regulatory requirements (NERC), and to account for obsolescence of hardware and software components. (Strategy – Responsibility)

**Duration:** Ongoing

### Plant Decommission, Demolition, and Restoration

**ESYC15 Budget:** \$124,000

**Description:** Demolition of JRPS Units 1 - 5.

**Purpose:** After the retirement of JRPS Units 1 - 5, it is prudent to begin decommissioning and demolition of unmaintained assets and removal of those having market or scrap value. (Strategy – Responsibility)

**Duration:** Fiscal 2022 will include the removal of the following: stacks, bag houses, precipitators, transformers, coal handling equipment, cooling towers, parts of the circulating water system and other various, smaller components. The subsequent phases will be ongoing until completed.

## Electric Transmission and Distribution

(000s)

### Major Capital Projects

|                                            |          |
|--------------------------------------------|----------|
| Substation Switchgear Replacements         | \$ 2,891 |
| Republic Substation Addition               | 2,644    |
| JTEC to Republic 161kV                     | 2,514    |
| Grant Avenue Parkway                       | 2,218    |
| Pole Maintenance                           | 2,000    |
| Substation Transformer Replacements        | 1,909    |
| JTEC 161kV Bus to Republic                 | 838      |
| Substation Feeder Additions                | 399      |
| Downtown Underground Distribution Upgrades | 196      |

### Recurring/Small Capital

|                                        |       |
|----------------------------------------|-------|
| Transmission and Distribution          | 3,380 |
| Revenue Producing/Developer            | 1,246 |
| Relocations and Municipal Improvements | 1,000 |
| Substations                            | 721   |
| Electric Measurement and Metering      | 335   |
| Power Quality                          | 29    |

|               |                  |
|---------------|------------------|
| <b>Totals</b> | <b>\$ 22,320</b> |
|---------------|------------------|

### Substation Switchgear Replacements

**ESMC39 Budget:** \$2.9 million

**Description:** Replace aging substation switchgear ahead of failure. Main scope is renovation of the Hargiss substation.

**Purpose:** Aging substation switchgear are increasingly difficult to maintain and acquire repair parts. (Strategy – Dependability)

**Duration:** Ongoing

### Republic Substation Addition

**ESOC50 Budget:** \$2.6 million

**Description:** Construct a new 161 kV substation on the western edge of CU's system.

**Purpose:** The new substation will offer needed capacity and enhanced reliability to the western edge of CU's service territory. (Strategy – Grow)

**Duration:** Construction will be completed in fiscal 2022.

### JTEC to Republic 161kV

**ELOC34 Budget:** \$2.5 million

**Description:** Build an overhead transmission circuit to connect JTEC with the new Republic substation. There will be roughly 4.75 miles of line and 13 self-supporting structures.

**Purpose:** Serve a new substation in Republic that will offer needed capacity and enhanced reliability to the western edge of CU's service territory. (Strategy – Grow)

**Duration:** This will begin in fiscal 2021 and be completed in fiscal 2022.

### Grant Avenue Parkway

**ELOC38 Budget:** \$2.2 million

**Description:** Design (2020-2022) and build (2022-2024) electrical distribution modifications associated with the City's Grant Avenue Parkway project through the BUILD Grant. Main scope is undergrounding all electrical facilities along Grant Avenue between Sunshine and College. In 2025, the planned reimbursements to the utility are estimated to be \$4 million.

**Purpose:** Support and provide resources for the City's Grant Avenue Parkway project. (Strategy – Excellence)

**Duration:** Fiscal 2021 through fiscal 2024 for design and construction and reimbursements planned for fiscal 2025.

### Pole Maintenance

**ELMC17 Budget:** \$2.0 million

**Description:** Replace and maintain aging pole infrastructure.

**Purpose:** At least 15% of poles on the system are known to be greater than 50 years old. Work completed under this project will be toward establishing a 50-year replacement cycle. (Strategy – Dependability)

**Duration:** Ongoing

### Substation Transformer Replacements

**ESMC34 Budget:** \$1.9 million

**Description:** Replace 13.2 kV distribution transformers ahead of unexpected failures.

**Purpose:** Currently 22 out of 66 distribution transformers are approaching 50 years old and are nearing the end of their useful life. (Strategy – Dependability)

**Duration:** Ongoing

**JTEC 161kV Bus to Republic****ESOC51 Budget:** \$838,000

**Description:** Provides a substation bus terminal connection for the new Republic Substation to JTEC Substation 161 kV transmission line. One breaker and associated group operated disconnect switches will be installed along with protective relaying for the JTEC end of the line.

**Purpose:** New 161 kV terminal at JTEC substation to connect JTEC to the new substation via the 161kV line. (Strategy – Grow)

**Duration:** This project will be completed in fiscal 2022.

**Substation Feeder Additions****ELOC15 Budget:** \$400,000

**Description:** Create new feeders for the new Republic Substation.

**Purpose:** Increase the capacity of our electric system for the west side of our service territory. This is necessary due to continued growth in that area. (Strategy – Grow)

**Duration:** This project will be completed in fiscal 2022.

**Downtown Underground Distribution Upgrades****ELMC15 Budget:** \$196,000

**Description:** Current downtown distribution system consists of old vaults and cable system. Increasing load downtown will require an upgraded system to adequately provide service to this area.

**Purpose:** Improve reliability in the downtown area by undergrounding, installing sectionalizing equipment, reconductoring, and replacing outdated equipment. (Strategy – Dependability)

**Duration:** Additional funding will be required to complete this project by 2030.

## Natural Gas

(000s)

### Major Capital Projects

|                                                |          |
|------------------------------------------------|----------|
| Natural Gas Main and Service Renewals          | \$ 6,914 |
| Advanced Metering Infrastructure - Natural Gas | 1,526    |
| Marionville Gate Station Improvements          | 490      |
| Natural Gas Main Tie-Ins                       | 388      |

### Recurring/Small Capital

|                                        |       |
|----------------------------------------|-------|
| Transmission and Distribution          | 1,345 |
| Relocations and Municipal Improvements | 534   |
| Natural Gas Measurement                | 394   |
| Revenue Producing                      | 303   |

|               |                  |
|---------------|------------------|
| <b>Totals</b> | <b>\$ 11,894</b> |
|---------------|------------------|

### Natural Gas Main and Service Renewals

**GSDC04/GSDC05 Budget:** \$6.9 million

**Description:** Renewal of natural gas mains and services is necessary to ensure continuity of safe and reliable natural gas service. Natural gas mains are being renewed due to age, leak history, and risk potential.

**Purpose:** To address aging piping systems identified in the Distribution Integrity Management Plan (DIMP). (Strategy – Dependability)

**Duration:** Ongoing

### Advanced Metering Infrastructure - Natural Gas

**GSMC08 Budget:** \$1.5 million

**Description:** Install Advanced Metering Infrastructure (AMI) including meters and associated communication equipment. This project is over 60% complete.

**Purpose:** Advanced Metering Infrastructure (AMI) allows for remote, two-way communication between natural gas meters and City Utilities. In addition to eliminating the need for a manual meter read, this infrastructure also enables an array of advanced services including customer interval data encouraging energy efficiencies. (Strategy – Innovate)

**Duration:** This project will be completed in fiscal 2023.

### Marionville Gate Station Improvements

**GSDC30 Budget:** \$490,000

**Description:** A multi-departmental study of the Marionville gate station identified risks that must be mitigated to ensure the gate station continues to operate in a safe and reliable manner.

**Purpose:** Supports the odorization of our natural gas, a critical safety measure for our customers and employees and complies with regulations. The filter/separator and cleaning pig projects mitigate the compressor oils that are threatening the safety and integrity of our natural gas transmission system, ensuring it continues to operate safely. Reliable operation of our transmission system, including the odorization system, is critical to our customers' needs. These projects help ensure our product meets and exceeds our customers' expectations. (Strategy – Responsibility)

**Duration:** This project will be completed in fiscal 2022.

### Natural Gas Main Tie-Ins

**GSDC11 Budget:** \$388,000

**Description:** Complete natural gas system improvements including tie-ins as identified through the natural gas master plan.

**Purpose:** Natural gas tie-ins as identified through the natural gas master plan provide adequate pressure and redundancy for our customers. Significant one-way natural gas feeds increase the likelihood of customer outages due to 3rd party damages or unscheduled leak repairs. (Strategy – Dependability)

**Duration:** Ongoing



## Water Supply and Treatment

(000s)

### Major Capital Projects

|                                           |        |
|-------------------------------------------|--------|
| Fulbright Filter Rehabilitation           | \$ 521 |
| Water Treatment Renewals and Replacements | 290    |

### Recurring/Small Capital

|                                |     |
|--------------------------------|-----|
| Water Treatment and Production | 503 |
| Water Supply                   | 11  |

|               |                 |
|---------------|-----------------|
| <b>Totals</b> | <b>\$ 1,325</b> |
|---------------|-----------------|

## Water Treatment Renewals and Replacements

**WTRC07 Budget:** \$290,000

**Description:** Renew and systematically replace assets such as pumps, motors, valves, and other essential components of our water treatment system.

**Purpose:** A significant portion of our operating equipment and infrastructure is more than 50 years old, some being over 70 years old. (Strategy – Dependability)

**Duration:** Ongoing

## Fulbright Water Treatment Plant Filter Rehabilitation

**WTFC12 Budget:** \$521,000

**Description:** The Fulbright Water Treatment Plant (FWTP) filters are over 40 years old and are in need of replacement before performance degrades. A 2014 engineering study conducted by Burns and McDonnell concluded filter upgrades will be necessary to maintain expected water quality from the FWTP.

**Purpose:** Upgrade filters at Fulbright Water Treatment Plant and replace antiquated equipment, underdrain, and depleted filter media. (Strategy – Dependability)

**Duration:** This project began in fiscal 2020 and will be completed in fiscal 2024.

## Water Distribution

(000s)

### Major Capital Projects

|                                          |          |
|------------------------------------------|----------|
| Water Main and Service Renewals          | \$ 8,932 |
| Advanced Metering Infrastructure - Water | 2,629    |
| Booster III                              | 600      |
| Water Main Tie-In                        | 277      |

### Recurring/Small Capital

|                                  |       |
|----------------------------------|-------|
| Distribution System Improvements | 1,694 |
| Revenue Producing                | 558   |
| Municipal Improvements           | 699   |

|               |                  |
|---------------|------------------|
| <b>Totals</b> | <b>\$ 15,389</b> |
|---------------|------------------|

## Water Main and Service Renewals

**WSDC05/WSDC06 Budget:** \$8.9 million

**Description:** The renewals will replace older infrastructure that is beyond its service life. Each year mains break from a variety of causes including age, weather, corrosion, ground movement, and third-party damage. Nearly 40 miles are over 100 years old, and 340 miles are between 50 and 100 years old. As these pipes age, they fail and result in damages and additional costs for overlying infrastructure repair, other property damage, and unaccounted for non-revenue water.

**Purpose:** Achieve and sustain a main and service renewal program consisting of 12 miles of renewals per year for a 100-year replacement cycle. The 12-mile renewal goal will be reached in fiscal 2022, and the 100-year replacement cycle renewal program will be reached during this five-year plan. Where applicable, water main renewal projects are coordinated with natural gas main renewals to achieve cost synergies. (Strategy – Dependability)

**Duration:** Ongoing

## Water Main Tie-In

**WSDC07 Budget:** \$277,000

**Description:** Complete water main tie-ins at Southwood and Woodford, River Oaks, West Catalpa, and Cresthaven and Kearney.

**Purpose:** These eliminate one-way feeds to provide redundancy and better water quality. (Strategy – Dependability)

**Duration:** Ongoing



**Advanced Metering Infrastructure - Water****WSMC06 Budget:** \$2.6 million**Description:** Install Advanced Metering Infrastructure (AMI) including meters and associated communication equipment. This project is over 60% complete.**Purpose:** Advanced Metering Infrastructure (AMI) allows for remote, two-way communication between water meters and City Utilities. In addition to eliminating the need for a manual meter read, this infrastructure also enables an array of advanced services including customer interval encouraging efficiencies detection of water leaks. (Strategy – Innovate)**Duration:** This project will be completed in fiscal 2023.**Booster III****WSDC21 Budget:** \$600,000**Description:** Design of Booster III which will allow for water service along the US Highway 60 corridor east of Springfield. Due to the higher elevations of the area, it is necessary to establish a new pressure zone to serve the area. This project includes design of a booster pump station, parallel mains along US Highway 60, and a tie-in to the existing system.**Purpose:** This project expands CU's water service area to meet future customer demand in an area within CU's Electric and Natural Gas service footprint. This promotes economic development in this area of growing demand. (Strategy – Grow)**Duration:** This project will be designed in fiscal 2022.**Transit**

(000s)

**Major Capital Projects**

|                             |        |
|-----------------------------|--------|
| Paratransit/Small Bus Fleet | \$ 280 |
|-----------------------------|--------|

**Recurring/Small Capital**

|                 |     |
|-----------------|-----|
| Transit Capital | 185 |
|-----------------|-----|

|               |               |
|---------------|---------------|
| <b>Totals</b> | <b>\$ 465</b> |
|---------------|---------------|

**Paratransit/Small Bus Fleet****BUSC04 Total Operating Plan Cost:** \$840,000**Description:** Purchase two minivans and two Access Express buses.**Purpose:** Replace two of the six Paratransit buses between five and seven years old. These buses have estimated useful lives of seven years. (Strategy – Dependability)**Duration:** Ongoing

**SpringNet®**

(000s)

**Major Capital Projects**

|                                    |           |
|------------------------------------|-----------|
| Network Expansion                  | \$ 24,538 |
| Revenue Generation                 | 1,406     |
| Ethernet Infrastructure            | 506       |
| Fiber/Outside Plant Infrastructure | 565       |

**Recurring/Small Capital**

|                      |     |
|----------------------|-----|
| Facility Relocations | 191 |
|----------------------|-----|

|               |                  |
|---------------|------------------|
| <b>Totals</b> | <b>\$ 27,206</b> |
|---------------|------------------|

**Network Expansion****TELC23 Budget:** \$24.5 million

**Description:** Enable SpringNet to meet community demand for broadband services to support economic development by making Springfield a Gigabit city. This infrastructure project will provide the backbone network for private telecommunications providers to offer highspeed internet access to the residential, commercial, and industrial community.

**Purpose:** Facilitate highspeed (Gigabit) broadband internet access to the Springfield community including residents, vital services, schools, businesses, and entertainment venues. (Strategy – Grow)

**Duration:** This project will be completed in fiscal 2023.

**Revenue Generation****TELC05 Budget:** \$1.4 million

**Description:** Enables SpringNet to meet customer demand for SpringNet broadband services and to generate revenue.

**Purpose:** Generates revenue growth and supports economic development efforts. (Strategy – Grow)

**Duration:** Ongoing

**Fiber/Outside Plant Infrastructure****TELC19 Budget:** \$565,000

**Description:** Expand fiber optic cable assets and fund construction of outside plant (OSP) infrastructure such as equipment shelters in high demand areas.

**Purpose:** Enables the construction of fiber optic cable extensions as well as capacity additions in order to meet growing demand. (Strategy – Grow)

**Duration:** Ongoing

**Ethernet Infrastructure****TELC03 Budget:** \$506,000

**Description:** Supports and enhances the Ethernet infrastructure (routers, switches, optical transport equipment) of the SpringNet® broadband network. Routers and switches generally require replacement every five to six years.

**Purpose:** Ensures the core network infrastructure of SpringNet maintains adequate capacity and reliability to support growth demands from the Springfield business community. (Strategy – Dependability)

**Duration:** Ongoing

## Information Technology

(000s)

### Major Capital Projects

|                                                                |          |
|----------------------------------------------------------------|----------|
| Maintenance and Support - Enterprise Resource Planning Systems | \$ 1,285 |
| Maintenance and Support - Customer Systems                     | 457      |
| IT Infrastructure                                              | 565      |
| IT Desktop Support                                             | 407      |

### Recurring/Small Capital

|                        |    |
|------------------------|----|
| Information Technology | 50 |
|------------------------|----|

### Totals

---



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\$ 2,764

### Maintenance and Support - Enterprise Resource Planning Systems

**ITDC27 Budget:** \$1.3 million

**Description:** Source and implement a new Human Capital Management (HCM) solution potentially encompassing Recruiting, Human Resources, Benefits, Performance Appraisals, and Payroll Time Entry as well as a new Learning Management function to replace FlexTraining. Other initiatives include the ongoing development of our in-house Supply Chain Management System (SCM).

**Purpose:** The current PeopleSoft HCM solution continues to fragment and does not cost-effectively scale to the needs of its users. Migration of the current system to a preferred cloud-based environment is not cost-effective. Replacement of this system with a new platform may allow for improvements to Time Entry process in an antiquated system. (Strategy – Responsibility)

**Duration:** This project will be completed in fiscal 2022.

### Maintenance and Support - Customer Systems

**ITDC26 Budget:** \$457,000

**Description:** Extends the SEW Customer Portal to allow for PrePay billing and other payment options. This covers purchasing licenses, implementation, and configuration services.

**Purpose:** PrePay is a function of the Strategic Plan goal of outstanding Customer Services. This option provides flexibility for customers in budgeting and paying for utility services. (Strategy – Dependability)

**Duration:** Ongoing

### IT Infrastructure

**ITPC06 Budget:** \$565,000

**Description:** Routine hardware upgrades relating to network storage and database servers.

**Purpose:** Updating critical infrastructure will decrease the loss of support as technology advances and reduce the likelihood of a system failure. (Strategy – Dependability)

**Duration:** Ongoing

### IT Desktop Support

**ITPC07 Budget:** \$407,000

**Description:** Replace desktop related technology.

**Purpose:** This keeps our desktop hardware up-to-date, reliable, and secure. The main replacements will be Panasonic Toughbooks and truck docks, and the GIS plotter. After the Voice over Internet Protocol (VoIP) upgrade desk phones will be on a regular replacement schedule. (Strategy – Dependability)

**Duration:** Ongoing

## Facilities

(000s)

### Major Capital Projects

|                                      |        |
|--------------------------------------|--------|
| Pavement Projects                    | \$ 555 |
| Major Facilities Renovations         | 450    |
| Facilities System Improvements       | 425    |
| Major Interior and Exterior Projects | 261    |
| Major Roof Replacements              | 291    |

### Recurring/Small Capital

|                                 |     |
|---------------------------------|-----|
| Facilities Security             | 125 |
| Other Facilities Improvements   | 195 |
| Industrial Park Infrastructure  | 170 |
| Trunked Radio and SCADA Systems | 20  |

|               |                 |
|---------------|-----------------|
| <b>Totals</b> | <b>\$ 2,492</b> |
|---------------|-----------------|

### Pavement Projects

**PBMC01 Budget:** \$555,000

**Description:** Maintain and replace parking lots, material yards, and other minor items.

**Purpose:** Belcrest Material Yard and underlying drainage is approximately 40 years of age and is experiencing groundwater induced failure. Underlying metal drainage structures of significant size are in questionable condition and will likely have to be replaced. This lot endures heavy loads due to pole and transformer handling. This project will be spread over several years. (Strategy – Dependability)

**Duration:** Ongoing

### Major Facilities Renovations

**PBMC37 Budget:** \$450,000

**Description:** Facilities expansions and renovations to meet operational needs of the utility.

**Purpose:** Funding for design and construction of the initial improvements noted in the Fellows Lake Master Plan. CU will seek grant opportunities to assist with Fellows Lake Master Plan Improvements. (Strategy – Dependability)

**Duration:** Ongoing

## Facilities System Improvements

**PBMC18 Budget:** \$425,000

**Description:** Replacement and upgrading of all types of heating, ventilation, and air conditioning (HVAC) equipment, air compressors, uninterruptible power source (UPS) systems, stand-by generators, controls, and other facility mechanical equipment as it reaches the end of its useful life.

**Purpose:** Replacement of the Electric Dispatch area HVAC system will be completed in fiscal 2022. Most of its equipment components have been in service approximately 35 years. This project will continue to be utilized to replace other aging equipment throughout the Utility with higher efficiency units. (Strategy – Dependability)

**Duration:** Ongoing

### Major Roof Replacements

**PBMC45 Budget:** \$291,000

**Description:** Repair, replace, and maintain building roofs and associated water-proofing elements.

**Purpose:** Ongoing evaluations of condition of existing facilities identifies repair and replacement needs. (Strategy – Dependability)

**Duration:** Ongoing

### Major Interior and Exterior Projects

**PBMC03 Budget:** \$261,000

**Description:** Essential repair and restoration of building envelopes and structural components of our facilities.

**Purpose:** Repair and restoration of miscellaneous building exteriors (brick sealing, windows, landscape restoration, etc.), continued replacement of carpet at a few remaining facilities, and ongoing maintenance work that will be needed at other outlying buildings. (Strategy – Dependability)

**Duration:** Ongoing

## Vehicles and Equipment

(000s)

### Major Capital Projects

|                                         |                 |
|-----------------------------------------|-----------------|
| Heavy Equipment                         | \$ 1,047        |
| Small Vehicle and Equipment Replacement | 405             |
| Electrified Fleet Assets                | 105             |
| <b>Totals</b>                           | <b>\$ 1,557</b> |

### Heavy Equipment

**FLMC06 Budget:** \$1.0 million

**Description:** Scheduled replacement of heavy-duty fleet vehicles and equipment.

**Purpose:** Best practices in the fleet industry indicate replacement cycles for heavy-duty assets are between 12 and 15 years. Due to normal wear and tear, heavy-duty fleet vehicles and equipment are generally scheduled for replacement after 15 years of service to promote reliability and balance costs of ownership. (Strategy – Responsibility)

**Duration:** Ongoing

### Small Vehicle and Equipment Replacement

**FLMC04 Budget:** \$405,000

**Description:** Scheduled replacement of light-duty fleet vehicles and equipment.

**Purpose:** Best practices in the fleet industry indicate replacement cycles for light-duty assets are between 8 and 10 years to balance costs of ownership and reliability. Due to normal wear and tear, light-duty fleet vehicles are generally scheduled for replacement after 10 years of service. (Strategy – Responsibility)

**Duration:** Ongoing

### Electrified Fleet Assets

**FLMC27 Budget:** \$105,000

**Description:** Purchase replacement fleet assets that are powered by an electrified powertrain.

**Purpose:** This is a strategic commitment due to the increasing affordability in the electrified vehicle (EV) segment and the environmental benefits associated with electrified assets. The total cost of EV ownership will now strongly compete with, and surpass, vehicles powered by conventional internal combustion engines (ICEs). By purchasing EV's the Utility will be positioned to take steps to further minimize the environmental impact of our fleet and to comply with potential future regulations. As CU relies more heavily upon EV assets it will encourage the community to consider adoption of EV assets for their own use, which will promote growth potential for services provided by CU. (Strategy – Responsibility)

**Duration:** Ongoing

City Utilities groups expenditures by functional category. Operating Expenditures are presented for the fiscal year beginning October 1, 2021 through September 30, 2022. Operating Expenditures encompass fuels, labor, operations, maintenance, and administrative costs.

For comparative purposes, actual expenditures for the year ended September 30, 2020 and reprojected expenditures for the year ending September 30, 2021 are also presented.

The Functional Responsibility sections include brief descriptions of each category and their functions.

The Reprojected Adjustment sections present significant changes to expenditures for the current fiscal year 2021.

Major Budget Initiatives encompass the major expenditures for large, nonrecurring, and new projects for fiscal year 2022.

Annual Initiatives describe the significant ongoing daily activities that are budgeted within the category.

## OPERATING EXPENDITURES

|                                           |    |
|-------------------------------------------|----|
| Operating Expenditures by Category        | 1  |
| Power Generation                          | 2  |
| Fuels and Purchased Energy                | 3  |
| Electric Transmission and Distribution    | 4  |
| Natural Gas Transmission and Distribution | 4  |
| Water Supply and Treatment                | 5  |
| Water Distribution                        | 6  |
| Transit                                   | 6  |
| Facilities                                | 7  |
| Vehicles and Equipment                    | 8  |
| SpringNet®                                | 8  |
| Information Technology                    | 9  |
| Finance                                   | 10 |
| Human Resources                           | 11 |
| General Operations Support                | 12 |
| Administrative Support                    | 13 |
| Customer Support                          | 14 |
| Debt Service                              | 15 |
| Non-Utility                               | 15 |

## Operating Expenditures by Category

| Expenditures<br>(000s)                    | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|-------------------------------------------|----------------|---------------------|----------------|
| Power Generation                          | \$ 22,954      | \$ 29,883           | \$ 30,994      |
| Fuels and Purchased Energy                | 124,426        | 194,821             | 160,844        |
| Electric Transmission and Distribution    | 31,977         | 26,098              | 27,667         |
| Natural Gas Transmission and Distribution | 6,120          | 5,724               | 6,024          |
| Water Supply and Treatment                | 4,777          | 5,826               | 6,889          |
| Water Distribution                        | 5,375          | 4,357               | 4,314          |
| Transit                                   | 4,422          | 4,747               | 4,952          |
| Facilities                                | 5,763          | 5,461               | 6,297          |
| Vehicles and Equipment                    | 2,414          | 2,639               | 2,679          |
| SpringNet®                                | 5,028          | 6,092               | 6,881          |
| Information Technology                    | 10,442         | 10,678              | 12,178         |
| Human Resources                           | 51,684         | 58,526              | 60,837         |
| Finance                                   | 6,028          | 6,444               | 7,225          |
| General Operations Support                | 4,049          | 5,699               | 5,822          |
| Administrative Support                    | 4,908          | 5,493               | 6,011          |
| Customer Support                          | 11,217         | 13,090              | 13,695         |
| Debt Service                              | 55,530         | 55,857              | 51,186         |
| Non-Utility                               | 71,376         | 80,621              | 85,038         |
| Sub-Total Project Expenditures            | 428,490        | 522,056             | 499,533        |
| Guarantees – The Energy Authority         | 0              | 9,643               | 0              |
| Total Expenditures                        | \$ 428,490     | \$ 531,699          | \$ 499,533     |

## Power Generation

### Functional Responsibility

Power Generation includes the generation and control of electric power through the operation of John Twitty Energy Center (JTEC), James River Power Station (JRPS), McCartney Generating Station (MGS), and Noble Hill Landfill Renewable Energy Center (NHLREC). These facilities encompass 503 MW of base load generation from two coal fired steam turbines and 359 MW of peaking capacity from six natural gas combustion turbines.

City Utilities is a member of the Southwest Power Pool (SPP), a Regional Transmission Operator (RTO) that operates a consolidated balancing authority for its members to schedule and dispatch energy resources. In conjunction with the consolidated balancing authority, SPP operates an Integrated Marketplace for SPP members to market energy to and procure energy from other SPP members.

City Utilities' Power System Control area works with SPP to ensure the City Utilities' system always operates in a prudent, reliable manner.

City Utilities' Power Marketing area works with The Energy Authority (TEA) to offer CU's energy sources into the SPP Integrated Marketplace.

The Transmission Planning area evaluates the system's future needs and develops plans necessary for the reliable delivery of bulk power to CU's system.

| Expenditures<br>(000s)        | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|-------------------------------|----------------|---------------------|----------------|
| JTEC Maintenance              | \$ 13,521      | \$ 19,510           | \$ 20,533      |
| JTEC Operations               | 4,911          | 5,314               | 5,380          |
| JTEC Materials                | 63             | 100                 | 100            |
| Sub-Total JTEC                | 18,495         | 24,924              | 26,013         |
| JRPS Maintenance              | 404            | 383                 | 501            |
| JRPS Operations and Materials | 100            | 122                 | 173            |
| Sub-Total JRPS                | 504            | 506                 | 675            |
| Power Generation – Other      | 3,954          | 4,453               | 4,306          |
| Total Expenditures            | \$ 22,954      | \$ 29,883           | \$ 30,994      |

### Major Budget Initiatives

- JTEC maintenance will increase in fiscal 2022 due to the timing and scope of major outage work to be performed.

### Annual Initiatives

- Operations and Maintenance expenditures for Power Generation include labor, goods, materials, and services required to maintain the reliable operation of the generating facilities.



## Fuels and Purchased Energy

### Functional Responsibility

Coal is the primary fuel used in generating electricity by the steam units at the John Twitty Energy Center (JTEC). Natural gas is the primary fuel for the combustion peaking turbines.

In March 2014, City Utilities entered the Southwest Power Pool (SPP) Integrated Marketplace. City Utilities provides generation to the market and purchases energy from the market when economical. City Utilities purchases supplemental hydroelectric energy from the Southwestern Power Administration (SWPA) when it is available. It is estimated in fiscal 2022 that CU will receive over 40% of its energy (as a percentage of system sales) from renewable sources.

Natural gas, for resale to customers and for electric generation, is transported to Springfield through pipelines operated by Southern Star Central Gas Pipeline, Inc. and Enable Gas Transmission, LLC. The Energy Authority (TEA), as an agent for City Utilities, purchases natural gas for City Utilities' customers.

### Reprojected Adjustment

- Natural Gas purchases have been reprojected up approximately \$35 million due to the unprecedented February 2021 weather and subsequent energy market event which caused market gas prices to spike to extraordinarily high levels.

### Annual Initiatives

- The Operating Budget assumes that the John Twitty Energy Center will burn low-sulfur coal from the Powder River Basin in Wyoming. The 2022 Operating Budget includes the purchase of approximately one million tons of coal at a cost of \$35 million. Average delivered coal costs, including freight, are budgeted at \$1.94 per million British Thermal Units (BTU). The budgeted coal inventory on September 30, 2022 is approximately 160,000 tons valued at \$5 million.
- The Operating Budget assumes a natural gas inventory of two million dekatherms valued at \$6 million on September 30, 2021. The inventory will be withdrawn during the 2021-2022 heating season as needed to meet firm requirements for natural gas and will be replenished during the spring and summer of 2022. The budgeted natural gas inventory at September 30, 2022, is expected to stay stable in value at \$6 million for two million dekatherms.

| Expenditures<br>(000s)       | 2020<br>Actual    | 2021<br>Reprojected | 2022<br>Budget    |
|------------------------------|-------------------|---------------------|-------------------|
| Coal                         | \$ 26,471         | \$ 39,760           | \$ 34,708         |
| Natural Gas                  | 39,485            | 101,067             | 68,422            |
| Propane and Fuel Oil         | 1,314             | 4,111               | 2,488             |
| Purchased Power              | 54,497            | 47,151              | 53,067            |
| Emission Consumables         | 1,862             | 1,874               | 1,418             |
| Other Electric-Fuel Handling | 408               | 458                 | 331               |
| Other Natural Gas Supply     | 389               | 400                 | 411               |
| Total Expenditures           | <u>\$ 124,426</u> | <u>\$ 194,821</u>   | <u>\$ 160,844</u> |

- The 2022 budgeted cost of 16 million dekatherms of natural gas is \$59 million. This includes \$34 million for natural gas purchased for firm and curtailable customers, \$16 million for transportation capacity, and \$9 million for the purchase of three million dekatherms of natural gas used in power generation. The \$16 million for transportation capacity costs includes an estimated \$5 million associated with the Section 4 Natural Gas Act rate filing by Southern Star Central Gas Pipeline, which will be effective November 1, 2021.
- In August 2008, City Utilities entered a 20-year contract to purchase energy from the Smoky Hills Wind Project near Salina, Kansas. It is estimated that this 46 MW contract will deliver 114,000 MWh in fiscal 2022.
- In October 2013, City Utilities entered a 25-year contract to purchase energy from Strata Solar. It is estimated that this 4.95 MW contract will deliver 7,000 MWh in fiscal 2022.
- In November 2015, City Utilities entered a 22-year contract to purchase energy from Frontier Windpower, LLC, a wholly owned subsidiary of Duke Energy. It is estimated that this 200 MW contract will deliver 641,000 MWh in fiscal 2022.
- In January 2018, City Utilities entered a 20-year contract to purchase energy from the Diamond Vista Wind Project near Salina, Kansas. It is estimated that this 98 MW contract will deliver 374,000 MWh in fiscal 2022.
- The Operating Budget assumes the purchase of two million MWh of energy in 2022 or approximately 56% of system and off-system requirements. The budgeted cost of purchased power is \$53 million of which \$3 million is allocated to fund firm capacity charges for 50 MW from SWPA.

## Electric Transmission and Distribution

### Functional Responsibility

Electric Transmission and Distribution is responsible for the engineering, construction, operation, and maintenance of approximately 1,800 miles of overhead and underground distribution lines, 210 miles of transmission lines, and 42 substation sites. Transmission is classified as anything 69kV and above while distribution is 13.2 kV and below. Electric Transmission and Distribution is also responsible for street lighting in the community and the Vegetation Management Program, a program of urban forest and planting management that helps to prevent interference with the operation of the electric system. Approximately 119,000 customers are served.

### Major Budget Initiatives

- Vegetation Management Programs will continue during 2022 to improve electric system reliability and are budgeted at \$4 million.

| Expenditures<br>(000s)  | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|-------------------------|------------------|---------------------|------------------|
| Electric T and D        | \$ 23,011        | \$ 21,728           | \$ 22,706        |
| Electric T and D Storms | 2,100            | 797                 | 1,340            |
| Measuring and Metering  | 560              | 624                 | 719              |
| Electric Substations    | 3,489            | 2,490               | 2,424            |
| Power Quality           | 219              | 264                 | 269              |
| Electric Materials      | 2,598            | 194                 | 209              |
| Total Expenditures      | <u>\$ 31,977</u> | <u>\$ 26,098</u>    | <u>\$ 27,667</u> |

### Annual Initiatives

- Ongoing preventive and scheduled maintenance of the electric system is reflected in several budgeted projects. Overhead, underground, and substation maintenance requires a significant amount of City Utilities' labor, as well as some contract labor for specific items.
- System expansion and relocation of facilities requires engineers and technicians to work with developers, contractors, and other utilities to quickly and efficiently provide service to new customers.

## Natural Gas Transmission and Distribution

### Functional Responsibility

Natural Gas Transmission and Distribution is responsible for the engineering, construction, operations, and maintenance of over 1,280 miles of natural gas mains, 49 miles of natural gas transmission lines, 164 regulator and gate stations, and more than 78,700 service lines. Department of Transportation and Public Service Commission safety regulations are strictly followed to ensure the safe and efficient supply of natural gas to approximately 85,000 customers.

### Reprojected Adjustment

- Natural Gas increased Technical Support \$235,000 for new Distribution Integrity Management Program (DIMP) software and for consulting for a rewrite of the DIMP.

| Expenditures<br>(000s)  | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|-------------------------|-----------------|---------------------|-----------------|
| Nat Gas T and D Maint   | \$ 2,074        | \$ 1,776            | \$ 2,165        |
| Natural Gas Measurement | 1,961           | 1,854               | 2,054           |
| Nat Gas T and D Ops     | 2,015           | 2,080               | 1,790           |
| Natural Gas Materials   | 70              | 14                  | 15              |
| Total Expenditures      | <u>\$ 6,120</u> | <u>\$ 5,724</u>     | <u>\$ 6,024</u> |

### Annual Initiatives

- Natural Gas Transmission and Distribution expenditures include the labor, goods, materials, and services necessary to operate the natural gas system and to maintain compliance with all applicable federal and state safety regulations. Included in these are the performance and maintenance of the leak survey and cathodic protection programs, integrity management initiatives, and purchase of odorant, as well as the operation and maintenance of the Lake Springfield Natural Gas Peaking Station.

## Water Supply and Treatment

### Functional Responsibility

Water Operations is responsible for providing safe drinking water to our community. That responsibility includes all phases of the treatment process, from protecting source water quality through management of our watersheds to ensuring drinking water quality by sampling our customers' water at the tap, and all steps in between. These efforts have consistently yielded excellent results that exceed regulatory requirements and have been recognized nationally through the American Water Works Association's Partnership for Safe Water program for over twenty years.

CU staff operate and maintain all water treatment facilities which can produce a maximum of 73 million gallons per day. Typical daily output varies between 20 to 50 million gallons per day, depending on the season. On average, Water Treatment personnel treat and deliver 29 million gallons per day of safe drinking water.

| Expenditures<br>(000s) | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------|-----------------|---------------------|-----------------|
| Supply Operations      | \$ 849          | \$ 790              | \$ 1,091        |
| Supply Maintenance     | 223             | 427                 | 301             |
| Treatment Operations   | 2,066           | 2,585               | 2,991           |
| Production Operations  | 884             | 778                 | 855             |
| Production Maintenance | 755             | 1,245               | 1,652           |
| Total Expenditures     | <u>\$ 4,777</u> | <u>\$ 5,826</u>     | <u>\$ 6,889</u> |

### Annual Initiatives

- Annual operating expenses at the Stockton Pump Station make up a portion of this budget category. Operating expenses includes electric power, equipment and site maintenance of CU assets at Stockton Lake, and City Utilities' financial obligation to the Corps of Engineers (COE) in maintaining the Stockton dam and reservoir. The Corps of Engineers determines the overall Stockton Lake and Dam maintenance needs and CU pays a percentage of that expense based on our allocation percentage.
- The Blackman and Fulbright Water Treatment Plants have extensive pumping facilities, chemical feed equipment, processing equipment, piping, valves, electrical equipment, SCADA systems, controls, storage, and mixing and settling facilities which require considerable monitoring and maintenance. Recurring projects in this category include funding for these needs and also includes chemicals to treat the water to drinking water standards to meet all state and federal regulations.
- Funding in the amount of \$200,000 per year for the Watershed Committee of the Ozarks to support watershed management and education.
- Funds to operate the certified water quality laboratory are included in this budget category. City Utilities' lab performs over 80,000 analyses on water samples each year. Lab personnel also carry out a lakes management program that is a benchmark for the Midwest region in managing surface water sources for taste and odor.
- Each year, all Missouri water systems are required to pay the Drinking Water Primacy Fee to the Missouri Department of Natural Resources (DNR). The primacy fee provides funding for services and activities the state must perform to keep oversight of the federal drinking water program. The payment for City Utilities' drinking water system, based on the number of customers served, has been relatively consistent for several years at approximately \$135,000 per year. An increase to this fee has been approved and, beginning Jan.1, 2022, CU's primacy fee will increase to approximately \$425,000 per year.

## Water Distribution

### Functional Responsibility

Water Distribution maintenance and operations expenditures cover the activities associated with maintaining and operating more than 1,250 miles of transmission and distribution water mains, 8,300 fire hydrants, and 30,000 valves. The reliable delivery of safe drinking water to approximately 84,000 customers is performed in compliance with the rules and regulations of the Missouri Department of Natural Resources (DNR).

Water Measurement and Metering functions include the purchase, installation, and maintenance of water meters as well as disinfection of new mains, flushing, and chlorine testing for the distribution system. The personnel responsible for these functions also monitor private backflow prevention and respond to individual customer requests for water leaks, low pressure, water connects, and disconnects.

| Expenditures<br>(000s) | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------|-----------------|---------------------|-----------------|
| Distrib. Maintenance   | \$ 3,278        | \$ 2,364            | \$ 2,381        |
| Distrib. Operations    | 918             | 1,058               | 986             |
| Measuring and Metering | 885             | 927                 | 939             |
| Water Materials        | 294             | 8                   | 8               |
| Total Expenditures     | <u>\$ 5,375</u> | <u>\$ 4,357</u>     | <u>\$ 4,314</u> |

### Annual Initiatives

- Water distribution expenditures include the labor, equipment, and materials necessary to respond to main and service breaks, conduct a flushing program to maintain drinking water quality, systematically maintain customer meters in service, and monitor the timely testing of customers' backflow prevention assemblies.

## Transit

### Functional Responsibility

Transit is responsible for the operation and maintenance of the public transportation system for the city of Springfield. City Utilities offers Fixed Route and Paratransit bus services. The Fixed Route program includes the operation of accessible buses on a fixed route schedule. The Paratransit program called Access Express, operates on a demand-responsive, origin-to-destination basis which transports disabled passengers on accessible coaches using a call-in reservation system. These systems provide transportation for those community members who likely have no other means of transportation.

A portion of operational funding is provided by the Federal Transit Administration (FTA). Transit is responsible for compliance with regulations from FTA, Title VI, and the Americans with Disabilities Act (ADA).

| Expenditures<br>(000s) | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------|-----------------|---------------------|-----------------|
| Transit Operations     | \$ 3,385        | \$ 3,751            | \$ 3,808        |
| Transit Maintenance    | 1,037           | 996                 | 1,144           |
| Total Expenditures     | <u>\$ 4,422</u> | <u>\$ 4,747</u>     | <u>\$ 4,952</u> |

### Annual Initiatives

- Transit operations and maintenance expenditures include the labor, maintenance, fuel, and other ongoing expenses of daily Transit operations.

## Facilities

### Functional Responsibility

Facilities is responsible for the maintenance, repair, remodeling, construction, and security of City Utilities' buildings and properties. The acquisition and maintenance of office furnishings and equipment, property acquisition, and internal mail services are also included in the Facilities category. Key functions include architectural services, engineering and design services, property management, and maintenance of facility records. Overall goal is to provide employees with a safe, clean, and productive work environment.

The Trunked Radio System division operates and maintains a complex, computer-controlled two-way radio system that facilitates efficient sharing of scarce radio frequency channels among a large group of users. City Utilities, City of Springfield, and Greene County are partners in the county-wide system that serves 4,200 users in multiple government and vital non-profit agencies. The system is strictly utilized for public safety, emergency response, and operations of critical services. This system is integrated with the Missouri Statewide Wireless Interoperability Network (MOSWIN) which extends radio services throughout the state of Missouri. The system includes a hardened central electronics facility, seven radio tower sites, and sixteen consoles at the E911 Center. The division also provides wireless communications to support 165 natural gas and water Supervisory Control and Data Acquisition (SCADA) sites.

| Expenditures<br>(000s)             | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------------------|-----------------|---------------------|-----------------|
| Facilities and Grounds Maintenance | \$ 3,426        | \$ 2,867            | \$ 3,223        |
| Office Services                    | 128             | 154                 | 158             |
| Property Maintenance               | 4               | 7                   | 5               |
| Security                           | 1,614           | 1,845               | 1,884           |
| Trunked Radio System               | 590             | 588                 | 1,028           |
| Total Expenditures                 | <u>\$ 5,763</u> | <u>\$ 5,461</u>     | <u>\$ 6,297</u> |

### Annual Initiatives

- Facilities Maintenance will support a broad spectrum of ongoing planned and anticipated maintenance and repairs to City Utilities' facilities. These include maintaining roofs, building exteriors, electrical, plumbing, and HVAC systems, fire suppression and alarm systems, stand-by generators, elevators, uninterruptible power supply (UPS) systems, and air compressors. Also included are the costs for minor maintenance of building interiors, exteriors, and grounds. Funds are included in 2022 for the primary HVAC equipment serving Electric Systems Control as well as other critical areas on the first floor at 301 East Central and for a variety of improvements at Fellows Lake including pavement repairs and accessibility improvements at the new marina to comply with the Americans with Disabilities Act (ADA).
- Security Administration and Outside Services includes the cost of contract guard services for primary facilities and the operation of the central security monitoring station.
- The Trunked Radio System is maintained by an in-house staff of five people, along with electric and technical service contractors, ensuring this system operates at the highest level of reliability. The operations and maintenance budget for 2022 is being increased from previous years to enhance cybersecurity and fund a System Upgrade Agreement (SUA) to prepay future system upgrades. This will ensure continued compatibility with MOSWIN for the life of the system.

## Vehicles and Equipment

### Functional Responsibility

Fleet Management maintains all aspects of City Utilities' fleet. This includes purchasing new assets; optimizing replacement cycles to maximize useful life; maintaining, repairing, and rebuilding various components and sub-systems of fleet assets; and overseeing the surplus process to sell assets that have been retired. CU has a fleet of 692 assets including bucket trucks, heavy duty trucks, passenger vehicles, light duty trucks, mowers, forklifts, boats, cranes, backhoes, trailers and much more. This category excludes expenditures relating to buses.

| Expenditures<br>(000s) | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------|-----------------|---------------------|-----------------|
| Vehicle Operations     | \$ 547          | \$ 687              | \$ 623          |
| Vehicle Maintenance    | 1,874           | 1,947               | 2,052           |
| Vehicle Materials      | (7)             | 5                   | 5               |
| Total Expenditures     | <u>\$ 2,414</u> | <u>\$ 2,639</u>     | <u>\$ 2,679</u> |

### Annual Initiatives

- Operations and Maintenance expenditures in this category include Fleet Management labor, parts, fleet equipment testing, shop tools, general operating expenses, fuel, and tire repair for all fleet assets. Expenditures relating to buses are included in the Transit category.

## SpringNet®

### Functional Responsibility

The SpringNet network maintains two focuses: internally provided services and an external business unit operated under the SpringNet trademark. SpringNet has provided external broadband services since 1997. It currently offers two distinct Ethernet high speed broadband services, NETLink (Internet access) and LANLink (business to business private networks). Additionally, SpringNet provides dark fiber leases and wireless carrier pole attachments including small cells.

| Expenditures<br>(000s) | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|------------------------|-----------------|---------------------|-----------------|
| SpringNet Operations   | \$ 4,630        | \$ 6,078            | \$ 6,867        |
| SpringNet Materials    | 398             | 14                  | 14              |
| Total Expenditures     | <u>\$ 5,028</u> | <u>\$ 6,092</u>     | <u>\$ 6,881</u> |

SpringNet's internal services include dark fiber resources to the Electric system as well as LANLink and NETLink to the Utility for multiple locations. In addition to providing these services to City Utilities, LANLink and NETLink services are also provided to the City of Springfield where competitively requested.

### Annual Initiatives

- SpringNet's operational expenses are necessary for support, maintenance, and operations of the SpringNet broadband network. Major elements include interconnection fees, equipment maintenance, and right of way fees paid to the City of Springfield.



## Information Technology

### Functional Responsibility

Information Technology (IT) has four core functions: implementing new technology, the maintenance of existing technology, internal customer support for technology, and securing systems/information. IT maintains 11 mission critical systems and nearly 90 departmental systems. The mission critical systems are the Customer Information System (CIS), Financial Supply Chain Management System (FSCM), Financial Management Information System (FMIS), Job Order Tracking System (JOTS), City Utilities Employee System (CUES), Energy Management System (EMS), Mobile Work Management, Outage Management System, Geographical Information System (GIS), Exchange (Email), and SharePoint.

Telecommunications Operations is responsible for the operation and maintenance of a telephone system providing dial tone, automated voice services, and call center operations as well as operation of an Interactive Voice Response system providing Customer Account Information and Phone Pay services.

### Annual Initiatives

- Hardware and software maintenance of \$6 million is included in the Information Technology budget. These funds are contractual obligations for software maintenance agreements and to upgrade the purchased hardware and software for the Utility. This budget increases with each additional software purchase.

| Expenditures<br>(000s) | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|------------------------|----------------|---------------------|----------------|
| Total Expenditures     | \$ 10,442      | \$ 10,678           | \$ 12,178      |

- Expansion and upgrades to existing infrastructure and applications are critical to delivering secure and reliable technology solutions. IT is projecting a budget of \$1 million for expansion and replacement efforts for infrastructure and applications. Infrastructure includes desktop hardware, servers, storage, storage area network equipment, and networking equipment. Applications are focused on the periodic application upgrades required by the vendor on products like the Energy Management System and the PeopleSoft suite of applications for Finance and Human Resources.
- Labor is a significant portion of the Information Technology budget and is dedicated to developing and supporting the technology in use at City Utilities. The budgeted labor provides ongoing technical support, training, hardware management, software maintenance, and software development. Combined, these efforts total \$5 million for 2022.
- Telecommunications Operations supports voice services for City Utilities including telephone equipment, trunks, and long distance.

## Finance

### Functional Responsibility

Financial Operations is responsible for the preparation and presentation of the Utility's financial statements, the Operating Plan, the Operating Budget, asset management, and internal control policies. Financial Operations also includes Treasury, which is responsible for cash management, payments for bonded indebtedness and financing agreements, and the processing of receipts and disbursements. Risk Management efforts include business continuation planning, risk assessments and other loss control activities, third party risk control, and Enterprise Risk Management process development.

### Annual Initiatives

- For fiscal 2022, external fees, including City Utilities' annual independent audit, are budgeted at \$726,000. External fees also include outside financing fees, banking fees, and investment manager fees.

| Expenditures<br>(000s)        | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|-------------------------------|-----------------|---------------------|-----------------|
| Financial Operations          | \$ 2,561        | \$ 2,727            | \$ 2,850        |
| Risk Management and Insurance | 3,012           | 3,494               | 3,649           |
| External Fees                 | 455             | 222                 | 726             |
| Total Expenditures            | <u>\$ 6,028</u> | <u>\$ 6,444</u>     | <u>\$ 7,225</u> |

- City Utilities' risk management and insurance program is budgeted at \$4 million for 2022, which includes risk management initiatives and property, casualty, financial lines, workers' compensation, and other industry-appropriate insurance coverages. The Utility's focus on risk management aims to prevent and mitigate the potential impact of catastrophic losses and liabilities related to Utility operations. The hardening commercial insurance markets continue to drive premium increases across all property and casualty lines. To mitigate the budgetary impact, the Utility partners with utility-experienced brokers to seek innovative approaches in this insurance marketplace, including the use of industry mutuals, alternative risk transfer options, high deductibles and excess lines, and substantial reserves.



## Human Resources

### Functional Responsibility

Human Resources administration functions include Workers' Compensation, Health Management, Benefits, Employee Labor Relations, Safety and Training, Employment, Human Resources Information Systems (CUES), and Compensation. Benefits includes the costs of employee-related insurance, employee sick and vacation, City Utilities' contributions for employment taxes, retirement contributions to the Missouri Local Government Employees Retirement System (LAGERS), and employee directed benefits.

### Annual Initiatives

- Health, life, and long-term disability insurance are projected at \$8 million. City Utilities promotes wellness within its workforce to help maintain high productivity and to assist with lowering healthcare costs. The Health Management team encourages our employees to participate in an annual Health Risk Assessment and to engage in regular exercise and healthy lifestyles.
- City Utilities is committed to maintaining highly skilled and knowledgeable employees. Toward this goal, the 2022 Operating Budget includes \$826,000 to provide various types of training. This training includes technical and professional development, regulatory compliance, safety, and an education assistance program.

| Expenditures<br>(000s) | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|------------------------|------------------|---------------------|------------------|
| Benefits               | \$ 49,477        | \$ 55,395           | \$ 57,341        |
| Admin. and Operations  | 2,207            | 3,131               | 3,496            |
| Total Expenditures     | <u>\$ 51,684</u> | <u>\$ 58,526</u>    | <u>\$ 60,837</u> |

- LAGERS is projected at \$22 million. FICA, unemployment, and employee-owned and directed benefits are projected at \$11 million while vacation, sick leave, and holiday pay is budgeted at \$15 million.
- The 2022 Operating Budget for City Utilities' workers' compensation program includes \$1 million for medical treatment and indemnity payments that are incurred as a result of workplace injuries and illnesses.
- Proactive safety programs focus on reducing the occurrence of workplace accidents and injuries. Employees are afforded a safe work environment through assistance in the design of equipment and facilities, development of safe work procedures, safety training, and providing necessary personal protective equipment. The 2022 Operating Budget includes \$1 million for implementing these programs.

## General Operations Support

### Functional Responsibility

General Operations Support includes logistical operations such as Geographic Information System (GIS), operation of the AMI (Advanced Metering Infrastructure) system, damage prevention of underground utility facilities, purchasing, and materials management. Primary GIS functions include maintenance of permanent map records for the electric, natural gas, water, and SpringNet infrastructure. AMI operations ensures the efficient operation of the AMI system and components. Purchasing is responsible for the procurement of equipment, materials, supplies, and services to support the Utility within governing rules and regulations. Materials Management provides physical storage and distribution services in six major storeroom locations, two material yards, and five unmanned locations. This area is also responsible for the cleanup, storage, and recording of hazardous materials.

### Annual Initiatives

- The Drafting, Surveying, and Technical line summarizes costs necessary for the GIS area to administer and maintain electric, natural gas, water, and SpringNet fiber asset data in the GIS. Also included is support and administration of GIS data used on laptops in the field. AMI Operations is now included in this expense line and includes costs necessary to monitor the AMI system, ensure its accurate functioning, and collaborate with customers on AMI inquiries.

| Expenditures<br>(000s)                       | 2020<br>Actual  | 2021<br>Reprojected | 2022<br>Budget  |
|----------------------------------------------|-----------------|---------------------|-----------------|
| Customer Engineering/<br>Contract Inspection | \$ 228          | \$ 287              | \$ 241          |
| Drafting, Surveying, and<br>Technical        | 648             | 1,267               | 1,318           |
| Damage Prevention                            | 1,591           | 2,036               | 2,040           |
| Purchasing and Materials<br>Management       | 1,582           | 2,109               | 2,223           |
| Total Expenditures                           | <u>\$ 4,049</u> | <u>\$ 5,699</u>     | <u>\$ 5,822</u> |

- Damage Prevention expenditures represent location and notification costs necessary for City Utilities to comply with state law. Missouri Statute 319 requires all underground facility owners to locate and mark their underground facilities before any known excavation within their service territory. Due to synergies, City Utilities also administers this function for the City of Springfield's sanitary sewer and traffic signal systems. The associated costs for the City of Springfield are budgeted in the Non-Utility category and billed to the City.
- Purchasing and Materials Management expenditures include labor for buyers, storeroom, and administrative personnel. Additionally, advertising costs, training, and other goods and services to support these functions are also included in this budget.

## Administrative Support

### Functional Responsibility

Administrative Support includes the senior management administration of several City Utilities' departments including General Management, Administration, Legal, Internal Auditing, Records Governance, Public Policy/Governmental Relations, Environmental Affairs, Economic Development, and Rates and Fuels.

| Expenditures<br>(000s) | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|------------------------|----------------|---------------------|----------------|
| Total Expenditures     | \$ 4,908       | \$ 5,493            | \$ 6,011       |

### Annual Initiatives

- Legal advises management and the Board of Public Utilities on issues concerning Utility rights and obligations. Legal is also responsible for defending and paying claims arising from personal injuries, property damage, contract and warranty disputes, workers' compensation settlements, employment disputes, environmental regulatory or legal challenges, and Utility territorial issues. Legal assists Risk Management and system claims in collecting payment on damages caused to Utility property.
- Economic Development works to attract new industrial and commercial businesses to the area, to help existing utility business customers grow, and to positively influence Springfield's quality of life. Economic Development also provides administrative support and oversight for the Partnership Industrial Center-West. Economic Development works closely with the Springfield Business Development Corporation (SBDC). City Utilities has committed to funding SBDC at \$165,000 for 2022. The SBDC provides resources and assistance to new and existing businesses seeking to create jobs within City Utilities' service territory. The SBDC engages with site location consultants, the Missouri Partnership, and the Missouri Department of Economic Development to recruit new industry, jobs, and capital investment to Springfield and Greene County.
- The areas of Public Policy/Governmental Relations and Environmental Affairs represent the Utility in state and national legislative and regulatory processes and monitor compliance with environmental policy.
- Records Governance assists the Utility in the efficient administration of records. This includes the proper retention and disposition of records.
- Internal Auditing assists management in the review of controls and processes throughout the Utility and presents an annual audit plan for approval by the Board's Audit Committee. The external audit firm relies on testing performed by internal audit as it aligns with the external audit plans and procedures based on their risk assessment. In addition, Internal Auditing coordinates work with the external auditors on the annual financial audit.

## Customer Support

### Functional Responsibility

Customer Support includes Communications and Community Relations, Customer Services, Field Services, Meter Reading, Developer Support, Energy Services and Renewables, and other services provided to the community.

### Major Budget Initiatives

- From the recommendation made by the Power Supply Community Task Force, City Utilities continues implementation of cost-effective programs to encourage customers to use energy and water wisely. These dollars are a product of the rate increase packages passed by the Board of Public Utilities and City Council in 2006.

| Expenditures<br>(000s)               | 2020<br>Actual   | 2021<br>Reprojected | 2022<br>Budget   |
|--------------------------------------|------------------|---------------------|------------------|
| Communications and Energy Services   | \$ 2,406         | \$ 3,633            | \$ 4,008         |
| Customer Services and Collections    | 6,886            | 7,068               | 7,256            |
| Field Services and Developer Support | 1,924            | 2,389               | 2,432            |
| Total Expenditures                   | <u>\$ 11,217</u> | <u>\$ 13,090</u>    | <u>\$ 13,695</u> |

### Annual Initiatives

- Customer Services establishes customer accounts, bills, processes payments, and is responsible for Contact Center, Lobby, Billing, Credit and Collections, Scheduling, and Field Services. These departments provide services to customers via customer portal, app, phone, walk-in lobby, and field visits to customers' homes.
- Communications and Energy Services builds awareness of Utility programs and services and provides educational information to help customers do business with the Utility, save energy and water, and access resources about electric, natural gas, water, transit, and broadband. The Energy Services efforts stem from the recommendations from the Power Supply Community Task Force and provide solutions to help delay or avoid the need for additional capacity projects in electric, natural gas and water.
- Energy Services programs provide cost effective solutions to encourage customers to efficiently manage their energy and water use. This is done by offering rebates to customers for the purchase and installation of energy and water efficient appliances and products and by providing customer education through Utility communications and community outreach. Energy and water efficiency, rebates and incentives, customer services programs, and consumer safety are among the issues communicated through traditional media and online through the Utility's website, social media, and email communications.
- Ongoing customer research facilitates planning, development, implementation, and evaluation of Utility communications by providing insights into customer priorities and opinions. The research also measures key customer opinions about the Utility's performance. Research also is used to guide the development of efficiency and renewable energy programs offered to customers.

## Debt Service

### Functional Responsibility

Fund timely debt service payments of principal retirements and interest on City Utilities' outstanding revenue bonds and lease obligations.

| Expenditures<br>(000s) | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|------------------------|----------------|---------------------|----------------|
| Total Expenditures     | \$ 55,530      | \$ 55,857           | \$ 51,186      |

### Annual Initiatives

- The 2012 lease purchase agreement, which provided funds for the emissions control financing, 48-inch raw water main, Blackman Water Treatment Plant (BWTP) expansion, concrete main renewal at BWTP, southwest water storage tank, cooling tower at James River Power Station, and the Trunked Radio System, requires a final debt service payment of \$7 million in November 2021.
- The debt service payment for the 2015 Environmental Financing will total \$3 million in 2022.
- Debt service for the 2015 Refunding Revenue Bonds for the construction of JTEC Unit 2 (SW2) will be \$39 million for 2022.
- The final debt service payment for the 2015 Refunding Certificates of Participation for McCartney Generating Station, Lake Springfield Natural Gas Peaking Station, and Noble Hill Landfill Renewable Energy Center is budgeted at \$400,000 in November 2021.
- In 2022, the debt service for the financing of the fiber network expansion is forecasted to total \$2 million.

## Non-Utility

### Functional Responsibility

Non-Utility represents disbursements to customers and third parties, including meter deposit and credit balance refunds to customers, reimbursement items, sales tax remitted to the State of Missouri, wastewater revenues collected on behalf of the City of Springfield, and payments in lieu of taxes.

| Expenditures<br>(000s)    | 2020<br>Actual | 2021<br>Reprojected | 2022<br>Budget |
|---------------------------|----------------|---------------------|----------------|
| Third Party Payments      | \$ 71,376      | \$ 80,221           | \$ 84,663      |
| Non-Capital Contingencies | 0              | 400                 | 375            |
| Total Expenditures        | \$ 71,376      | \$ 80,621           | \$ 85,038      |

Remittance items are expenditures that City Utilities must make on behalf of another party and will receive full reimbursement for the expenditure.

### Annual Initiatives

- On behalf of the City of Springfield, wastewater charges are billed and collected by City Utilities. These revenues, less an administrative fee, are remitted monthly to the City of Springfield. For 2022, wastewater remittances are estimated at \$49 million.
- City Utilities pays the City of Springfield a percentage of gross revenues in lieu of taxes. In accordance with the Springfield City Charter, the rates are 3% for electric revenue, 4% for natural gas revenue and 4% for transit revenue. By City Ordinance, the rates are 4% for water revenue. The budget for payments in lieu of taxes for 2022 is \$15 million.
- Sales taxes are collected from customers for utility usage and are, in turn, remitted to the State of Missouri less a 2% processing discount. This project is based on budgeted revenues and the various tax rates for each taxing jurisdiction served by City Utilities. For 2022, the projected sales tax to be remitted is \$13 million.

The Financial Statements show the projected results of anticipated operational and financial decisions made during the budget year.

The Statement of Net Position (Balance Sheet), reflects the projected financial position of the Utility. The Statement of Revenues, Expenses and Changes in Net Position (Income Statement) is provided for the Total Utility as well as Statements of Operations for the individual business units: Electric, Natural Gas, Transit, SpringNet, Trunked Radio System, and Water. The individual Statements of Operations reflect the impact of the allocation of budgeted expenditures and receipts.

The All Funds Cash Receipts and Disbursements report summarizes the budgeted receipts, expenditures, and transfers for the Utility funds. This report reflects the timing differences between billing of revenues and cash receipts as well as between project charges and cash payments for those charges.

## FINANCIAL STATEMENTS

|                                                                |    |
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**STATEMENT OF NET POSITION***Fiscal Years Ending September 30*

| <b>(000s)</b>                                      | <b>Actual<br/>2020</b> | <b>Reprojected<br/>2021</b> | <b>Budget<br/>2022</b> |
|----------------------------------------------------|------------------------|-----------------------------|------------------------|
| Utility Plant, At Cost                             |                        |                             |                        |
| Plant In Service                                   | \$ 2,436,625           | \$ 2,505,137                | \$ 2,548,009           |
| Less Accumulated Depreciation                      | 986,617                | 983,697                     | 1,034,591              |
| Net Plant In Service                               | 1,450,007              | 1,521,440                   | 1,513,418              |
| Construction Work In Progress                      | 88,111                 | 83,954                      | 135,483                |
| Net Utility Plant                                  | 1,538,118              | 1,605,394                   | 1,648,902              |
| Funds For Bonded Indebtedness                      | 6,422                  | 6,421                       | 6,422                  |
| Designated Improvement Account                     | 148,242                | 152,327                     | 153,341                |
| Working Capital - Other                            | 84,461                 | 60,116                      | 67,024                 |
| Price Risk Management Assets                       | (110)                  | 0                           | 0                      |
| Equity Interest In Partnership Industrial Center   | 1,886                  | 2,017                       | 2,148                  |
| Equity Interest in Prepaid Gas Service             | 90                     | 90                          | 90                     |
| Equity Interest In The Energy Authority            | 2,973                  | 13,616                      | 13,876                 |
| Regulatory Assets - Asset Retirement Obligations   | 1,618                  | 1,654                       | 1,665                  |
| Regulatory Assets - Property, Plant, and Equipment | 0                      | 21,348                      | 18,652                 |
| Other Noncurrent Assets                            | 10,871                 | 8,556                       | 8,799                  |
| Total Noncurrent Assets                            | 1,794,571              | 1,871,539                   | 1,920,918              |
| Current Assets                                     |                        |                             |                        |
| Cash, Cash Equivalents and Short-term Investments  | 40,551                 | 40,792                      | 41,292                 |
| Accounts Receivable                                |                        |                             |                        |
| Customers, Less Allowance For Doubtful Accounts    | 26,191                 | 27,311                      | 26,449                 |
| Unbilled Revenues                                  | 13,865                 | 15,137                      | 15,963                 |
| Other                                              | 3,887                  | 1,893                       | 1,764                  |
| Recoverable Fuel Costs                             | (5,565)                | 34,986                      | 14,663                 |
| Inventories                                        |                        |                             |                        |
| Materials and Supplies                             | 35,834                 | 27,859                      | 28,331                 |
| Coal                                               | 5,757                  | 4,665                       | 5,104                  |
| Natural Gas                                        | 3,780                  | 5,613                       | 5,576                  |
| Emission Consumables                               | 106                    | 124                         | 124                    |
| Prepayments                                        | 1,782                  | 2,058                       | 2,058                  |
| Total Current Assets                               | 126,188                | 160,438                     | 141,324                |
| <b>Total Assets</b>                                | <b>1,920,759</b>       | <b>2,031,976</b>            | <b>2,062,243</b>       |
| Deferred Outflows of Resources                     |                        |                             |                        |
| Unamortized Loss on Reacquired Debt                | 14,219                 | 13,278                      | 12,372                 |
| GASB 68 Expected Vs. Actual Experience             | 32,761                 | 32,761                      | 32,761                 |
| Total Deferred Outflows of Resources               | 46,980                 | 46,039                      | 45,133                 |
| <b>Total Assets and Deferred Outflows</b>          | <b>\$ 1,967,739</b>    | <b>\$ 2,078,015</b>         | <b>\$ 2,107,376</b>    |

**STATEMENT OF NET POSITION***Fiscal Years Ending September 30*

| <b>(000s)</b>                                                | <b>Actual<br/>2020</b> | <b>Reprojected<br/>2021</b> | <b>Budget<br/>2022</b> |
|--------------------------------------------------------------|------------------------|-----------------------------|------------------------|
| Net Position (Equity)                                        | \$ 1,263,797           | \$ 1,358,635                | \$ 1,385,065           |
| Long-term Obligations                                        |                        |                             |                        |
| Total Long-term Obligations Outstanding                      | 494,747                | 518,690                     | 522,820                |
| Unamortized Premium (Discount)                               | 34,114                 | 30,440                      | 27,971                 |
| Total Long-term Obligations                                  | 528,860                | 549,130                     | 550,791                |
| Asset Retirement Obligations                                 | 1,618                  | 1,654                       | 1,665                  |
| Net Pension Liability                                        | 53,643                 | 53,643                      | 53,643                 |
| Other Noncurrent Liabilities                                 | 19,021                 | 19,500                      | 20,433                 |
| Total Noncurrent Liabilities                                 | 603,142                | 623,926                     | 626,532                |
| Current Liabilities                                          |                        |                             |                        |
| Current Portion of Long-term Obligations                     | 34,875                 | 30,610                      | 31,370                 |
| Accounts Payable                                             |                        |                             |                        |
| Trade                                                        | 28,899                 | 25,030                      | 25,030                 |
| Other Accounts Payable                                       | 5,917                  | 6,844                       | 7,043                  |
| Customer Deposits                                            | 4,911                  | 4,933                       | 4,305                  |
| Accruals                                                     |                        |                             |                        |
| Interest                                                     | 3,542                  | 3,177                       | 4,264                  |
| Salaries and Wages                                           | 2,022                  | 2,365                       | 1,083                  |
| Payment In Lieu Of Taxes                                     | 1,203                  | 1,243                       | 1,258                  |
| Purchased Power                                              | 3,043                  | 3,493                       | 3,817                  |
| Purchased Fuels                                              | 3,333                  | 4,623                       | 4,178                  |
| Current Portion of Sick and Vacation                         | 10,603                 | 10,603                      | 10,603                 |
| Other                                                        | 2,184                  | 2,265                       | 2,559                  |
| Total Current Liabilities                                    | 100,532                | 95,185                      | 95,510                 |
| <b>Total Net Position and Liabilities</b>                    | <b>1,967,471</b>       | <b>2,077,747</b>            | <b>2,107,107</b>       |
| Deferred Inflows of Resources                                |                        |                             |                        |
| GASB 68 Expected Vs. Actual Experience                       | 269                    | 269                         | 269                    |
| Total Deferred Inflows of Resources                          | 269                    | 269                         | 269                    |
| <b>Total Net Position, Liabilities, and Deferred Inflows</b> | <b>\$ 1,967,739</b>    | <b>\$ 2,078,015</b>         | <b>\$ 2,107,376</b>    |



## STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

*Fiscal Years Ending September 30*

|                                                     | Actual              | Reprojected         | Budget              |
|-----------------------------------------------------|---------------------|---------------------|---------------------|
| (000s)                                              | 2020                | 2021                | 2022                |
| <b>Operating Revenue</b>                            | \$ 442,402          | \$ 555,331          | \$ 476,205          |
| <b>Operating Expense</b>                            |                     |                     |                     |
| Production Fuel and Purchased Power                 | 94,705              | 105,437             | 102,062             |
| Natural Gas Purchased                               | 42,387              | 89,134              | 58,709              |
| Other Production                                    | 16,633              | 20,486              | 19,444              |
| Distribution and Transmission                       | 37,675              | 41,364              | 39,911              |
| Bus and Garage Operations                           | 5,864               | 6,444               | 6,524               |
| Other Services                                      | 5,492               | 6,813               | 7,360               |
| Customer Accounts                                   | 12,498              | 13,591              | 13,707              |
| Administrative and General                          | 34,423              | 35,128              | 44,182              |
| Maintenance                                         | 48,952              | 51,753              | 58,383              |
| Depreciation and Amortization                       | 64,650              | 68,201              | 72,431              |
| Payment In Lieu Of Taxes                            | 14,291              | 15,678              | 15,399              |
| Other Taxes                                         | 589                 | 583                 | 628                 |
| <b>Total Operating Expense</b>                      | <b>378,160</b>      | <b>454,612</b>      | <b>438,739</b>      |
| <b>Operating Income (Loss)</b>                      | <b>64,242</b>       | <b>100,719</b>      | <b>37,466</b>       |
| <b>Other Income (Expense)</b>                       |                     |                     |                     |
| Interest Income                                     | 5,416               | 5,155               | 5,169               |
| Market Value Adjustment                             | 5,157               | 0                   | 0                   |
| Gain Or (Loss) On Investments                       | (676)               | (500)               | (1,200)             |
| Interest Expense                                    | (21,966)            | (20,616)            | (21,663)            |
| Allowance For Funds Used During Construction        | 1,179               | 931                 | 906                 |
| Operation Of Recreational Facilities                | (250)               | (264)               | (303)               |
| Long-Term Obligations Related Amortization          | 2,066               | 2,354               | 1,287               |
| Transit Contributions in Aid of Construction        | 848                 | 2,734               | 382                 |
| Miscellaneous Income (Expense)                      | 4,921               | 4,326               | 4,385               |
| <b>Total Other Income (Expense)</b>                 | <b>(3,304)</b>      | <b>(5,881)</b>      | <b>(11,036)</b>     |
| <b>Change in Net Position (Equity)</b>              | <b>60,938</b>       | <b>94,838</b>       | <b>26,430</b>       |
| <b>Net Position (Equity) At Beginning Of Period</b> | <b>1,202,859</b>    | <b>1,263,797</b>    | <b>1,358,635</b>    |
| <b>Net Position (Equity) At End Of Period</b>       | <b>\$ 1,263,797</b> | <b>\$ 1,358,635</b> | <b>\$ 1,385,065</b> |

**STATEMENT OF OPERATIONS - ELECTRIC***Fiscal Years Ending September 30*

| (000s)                              | Actual<br>2020 | Reprojected<br>2021 | Budget<br>2022 |
|-------------------------------------|----------------|---------------------|----------------|
| <b>Operating Revenue</b>            |                |                     |                |
| Sales                               |                |                     |                |
| Customer                            | \$ 258,126     | \$ 247,803          | \$ 261,968     |
| For Resale                          | 23,873         | 73,136              | 15,469         |
| Interdepartmental                   | 3,194          | 3,688               | 3,663          |
| Under (Over) Recovered Fuel Cost    | (8,480)        | 7,944               | (1,626)        |
| Unbilled                            | (2,589)        | 161                 | 1,131          |
| Total Sales                         | 274,124        | 332,732             | 280,605        |
| Other Operating Revenue             | 13,092         | 10,584              | 11,124         |
| <b>Total Operating Revenue</b>      | 287,216        | 343,317             | 291,729        |
| <b>Operating Expense</b>            |                |                     |                |
| Production Fuel and Purchased Power | 94,705         | 105,437             | 102,062        |
| Other Production                    | 10,001         | 12,461              | 10,736         |
| Distribution and Transmission       | 24,809         | 27,443              | 26,398         |
| Other Services                      | 25             | (0)                 | 0              |
| Customer Accounts                   | 5,570          | 5,795               | 6,215          |
| Administrative and General          | 18,967         | 20,451              | 24,729         |
| Maintenance                         | 34,871         | 37,598              | 42,444         |
| Depreciation and Amortization       | 44,145         | 44,892              | 45,476         |
| Payment In Lieu Of Taxes            | 8,979          | 9,946               | 8,657          |
| <b>Total Operating Expense</b>      | 242,073        | 264,024             | 266,717        |
| <b>Operating Income (Loss)</b>      | \$ 45,143      | \$ 79,293           | \$ 25,012      |

**STATEMENT OF OPERATIONS - NATURAL GAS***Fiscal Years Ending September 30*

| <b>(000s)</b>                    | <b>Actual<br/>2020</b> | <b>Reprojected<br/>2021</b> | <b>Budget<br/>2022</b> |
|----------------------------------|------------------------|-----------------------------|------------------------|
| <b>Operating Revenue</b>         |                        |                             |                        |
| Sales                            |                        |                             |                        |
| Customer                         | \$ 73,601              | \$ 85,413                   | \$ 110,446             |
| Interdepartmental                | 6,643                  | 12,155                      | 10,738                 |
| Under (Over) Recovered Fuel Cost | (497)                  | 32,608                      | (18,698)               |
| Unbilled                         | (111)                  | 1,090                       | (326)                  |
| Total Sales                      | 79,636                 | 131,266                     | 102,160                |
| Other Operating Revenue          | 1,852                  | 1,706                       | 1,956                  |
| <b>Total Operating Revenue</b>   | <b>81,488</b>          | <b>132,972</b>              | <b>104,116</b>         |
| <b>Operating Expense</b>         |                        |                             |                        |
| Natural Gas Purchased            | 42,387                 | 89,134                      | 58,709                 |
| Distribution and Transmission    | 8,266                  | 9,470                       | 8,957                  |
| Customer Accounts                | 3,417                  | 3,898                       | 3,834                  |
| Administrative and General       | 4,807                  | 4,461                       | 5,632                  |
| Maintenance                      | 5,130                  | 4,640                       | 5,827                  |
| Depreciation and Amortization    | 6,974                  | 6,954                       | 7,410                  |
| Payment In Lieu Of Taxes         | 3,040                  | 3,485                       | 4,496                  |
| Other Taxes                      | 10                     | 9                           | 9                      |
| <b>Total Operating Expense</b>   | <b>74,031</b>          | <b>122,049</b>              | <b>94,875</b>          |
| <b>Operating Income (Loss)</b>   | <b>\$ 7,458</b>        | <b>\$ 10,923</b>            | <b>\$ 9,241</b>        |

**STATEMENT OF OPERATIONS - TRANSIT***Fiscal Years Ending September 30*

| (000s)                                       | Actual<br>2020     | Reprojected<br>2021 | Budget<br>2022     |
|----------------------------------------------|--------------------|---------------------|--------------------|
| <b>Operating Revenue</b>                     |                    |                     |                    |
| Sales                                        |                    |                     |                    |
| Passenger Fare                               | \$ 708             | \$ 720              | \$ 781             |
| Advertising                                  | 83                 | 100                 | 85                 |
| <b>Total Operating Revenue</b>               | <b>791</b>         | <b>820</b>          | <b>866</b>         |
| <b>Operating Expense</b>                     |                    |                     |                    |
| Bus and Garage Operation                     | 5,864              | 6,444               | 6,524              |
| Administrative and General                   | 2,049              | 1,677               | 2,093              |
| Maintenance                                  | 1,499              | 1,486               | 1,690              |
| Depreciation and Amortization                | 2,452              | 3,615               | 3,344              |
| Payment In Lieu Of Taxes                     | 32                 | 33                  | 35                 |
| <b>Total Operating Expense</b>               | <b>11,895</b>      | <b>13,255</b>       | <b>13,686</b>      |
| <b>Operating Income (Loss)</b>               | <b>\$ (11,104)</b> | <b>\$ (12,435)</b>  | <b>\$ (12,820)</b> |
| Transit Subsidies                            | 4,291              | 4,322               | 4,359              |
| Net Amount Funded by                         |                    |                     |                    |
| Electric, Natural Gas, and Water Customers   | \$ (6,814)         | \$ (8,114)          | \$ (8,461)         |
| Transit Contributions in Aid of Construction | \$ 848             | \$ 2,734            | \$ 382             |

**STATEMENT OF OPERATIONS - SPRINGNET***Fiscal Years Ending September 30*

| (000s)                         | Actual<br>2020  | Reprojected<br>2021 | Budget<br>2022  |
|--------------------------------|-----------------|---------------------|-----------------|
| <b>Operating Revenue</b>       |                 |                     |                 |
| Customer                       | \$ 12,740       | \$ 19,148           | \$ 20,182       |
| Interdepartmental              | 1,130           | 1,238               | 1,220           |
| <b>Total Operating Revenue</b> | <b>13,870</b>   | <b>20,385</b>       | <b>21,402</b>   |
| <b>Operating Expense</b>       |                 |                     |                 |
| Other Services                 | 4,673           | 6,088               | 6,257           |
| Customer Accounts              | 20              | 12                  | 29              |
| Administrative and General     | 2,405           | 2,715               | 3,737           |
| Depreciation and Amortization  | 3,220           | 4,834               | 7,841           |
| Other Taxes                    | 579             | 574                 | 619             |
| <b>Total Operating Expense</b> | <b>10,896</b>   | <b>14,222</b>       | <b>18,482</b>   |
| <b>Operating Income (Loss)</b> | <b>\$ 2,974</b> | <b>\$ 6,163</b>     | <b>\$ 2,920</b> |

**STATEMENT OF OPERATIONS - TRUNKED RADIO***Fiscal Years Ending September 30*

| (000s)                         | Actual<br>2020 | Reprojected<br>2021 | Budget<br>2022 |
|--------------------------------|----------------|---------------------|----------------|
| <b>Operating Revenue</b>       |                |                     |                |
| Customer                       | \$ 848         | \$ 823              | \$ 1,164       |
| Interdepartmental              | 1,520          | 1,495               | 1,495          |
| <b>Total Operating Revenue</b> | 2,368          | 2,318               | 2,659          |
| <b>Operating Expense</b>       |                |                     |                |
| Other Services                 | 794            | 725                 | 1,103          |
| Administrative and General     | 359            | 402                 | 603            |
| Depreciation and Amortization  | 485            | 495                 | 662            |
| <b>Total Operating Expense</b> | 1,639          | 1,622               | 2,368          |
| <b>Operating Income (Loss)</b> | \$ 729         | \$ 696              | \$ 291         |

**STATEMENT OF OPERATIONS - WATER***Fiscal Years Ending September 30*

| (000s)                         | Actual<br>2020   | Reprojected<br>2021 | Budget<br>2022   |
|--------------------------------|------------------|---------------------|------------------|
| <b>Operating Revenue</b>       |                  |                     |                  |
| Sales                          |                  |                     |                  |
| Customer                       | \$ 54,451        | \$ 53,983           | \$ 53,923        |
| Interdepartmental              | 86               | 120                 | 120              |
| Unbilled                       | 569              | 21                  | 21               |
| Total Sales                    | 55,106           | 54,124              | 54,063           |
| Other Operating Revenue        | 1,564            | 1,395               | 1,369            |
| <b>Total Operating Revenue</b> | <b>56,669</b>    | <b>55,519</b>       | <b>55,432</b>    |
| <b>Operating Expense</b>       |                  |                     |                  |
| Production                     | 6,632            | 8,025               | 8,708            |
| Distribution and Transmission  | 4,600            | 4,452               | 4,556            |
| Customer Accounts              | 3,492            | 3,885               | 3,629            |
| Administrative and General     | 5,836            | 5,422               | 7,387            |
| Maintenance                    | 7,452            | 8,029               | 8,423            |
| Depreciation and Amortization  | 7,374            | 7,411               | 7,698            |
| Payment In Lieu Of Taxes       | 2,241            | 2,215               | 2,212            |
| <b>Total Operating Expense</b> | <b>37,626</b>    | <b>39,439</b>       | <b>42,611</b>    |
| <b>Operating Income (Loss)</b> | <b>\$ 19,043</b> | <b>\$ 16,080</b>    | <b>\$ 12,821</b> |

**STATEMENT OF CASH FLOWS***Fiscal Years Ending September 30*

| (000s)                                                                                         | Actual<br>2020   | Reprojected<br>2021 | Budget<br>2022   |
|------------------------------------------------------------------------------------------------|------------------|---------------------|------------------|
| <b>RECONCILIATION OF NET OPERATING INCOME TO<br/>NET CASH PROVIDED BY OPERATING ACTIVITIES</b> |                  |                     |                  |
| Net Operating Income (Loss)                                                                    | \$ 64,242        | \$ 100,719          | \$ 37,466        |
| Adj to Reconcile Net Opr Inc to Net Cash Provided by Opr Activities                            |                  |                     |                  |
| Depreciation expense and amortization                                                          | 64,650           | 68,201              | 72,431           |
| Auto depreciation included in vehicle expense                                                  | 2,173            | 2,252               | 2,252            |
| Miscellaneous Income (Expense)                                                                 | 198              | 9                   | 56               |
| Operation of Recreational Facilities                                                           | (250)            | (264)               | (303)            |
| Change in Assets and Liabilities                                                               |                  |                     |                  |
| Accounts Receivable                                                                            | (2,829)          | 873                 | 991              |
| Unbilled Revenues                                                                              | 2,131            | (1,272)             | (826)            |
| Price Risk Management Assets                                                                   | (2,958)          | (110)               | 0                |
| Recoverable Fuel Costs                                                                         | 12,470           | (40,552)            | 20,324           |
| Inventories                                                                                    | (6,522)          | 5,628               | (875)            |
| Prepayments                                                                                    | (288)            | (276)               | (0)              |
| Other Noncurrent Assets                                                                        | (2,146)          | 1,820               | (635)            |
| Accounts Payable                                                                               | 13,206           | (2,941)             | 199              |
| Customer Deposits                                                                              | 104              | 22                  | (628)            |
| Accrued Liabilities                                                                            | (1,035)          | 2,203               | (1,094)          |
| GASB 68 Net Pension Liability                                                                  | (585)            | 0                   | 0                |
| Other Noncurrent Liabilities                                                                   | (1,212)          | 479                 | 932              |
| <b>Net Cash Provided From (Used for) Operating Activities</b>                                  | <b>141,349</b>   | <b>136,792</b>      | <b>130,291</b>   |
| <b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>                                         |                  |                     |                  |
| Receipts from Federal and State Grants                                                         | 4,264            | 4,317               | 4,329            |
| <b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES</b>                                            |                  |                     |                  |
| Proceeds from issuance of capital obligations                                                  | 35,447           | 54,553              | 35,500           |
| Capital Grants and Contributions                                                               | 8,615            | 6,257               | 3,345            |
| Additions to Utility Plant, net of removal                                                     | (126,412)        | (159,964)           | (117,435)        |
| Repayment of LT Capital Obligation                                                             | (33,205)         | (34,875)            | (30,610)         |
| Outside Financing Fees                                                                         | (288)            | 0                   | 0                |
| Interest Paid                                                                                  | (22,325)         | (20,982)            | (20,576)         |
| <b>Net Cash Provided from (Used for) Capital Financing Activities</b>                          | <b>(138,168)</b> | <b>(155,010)</b>    | <b>(129,775)</b> |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                                    |                  |                     |                  |
| Sale and maturities of investment securities                                                   | 132,263          | 13,969              | 0                |
| Purchase of investment securities                                                              | (131,729)        | 0                   | (7,923)          |
| Interest Received                                                                              | 5,895            | 5,155               | 5,169            |
| Equity interest in Electric Power Alliance                                                     | (1,306)          | (11,143)            | (1,460)          |
| Equity interest in Prepaid Gas Services                                                        | (90)             | 0                   | 0                |
| Equity interest in Partnership Industrial Centers                                              | (5)              | (131)               | (131)            |
| <b>Net Cash Provided from (Used for) Investing Activities</b>                                  | <b>5,029</b>     | <b>7,850</b>        | <b>(4,345)</b>   |
| <b>NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS</b>                                         | <b>12,474</b>    | <b>(6,051)</b>      | <b>500</b>       |
| <b>Cash and Cash Equivalents at Beginning of Period</b>                                        | <b>28,076</b>    | <b>40,551</b>       | <b>34,500</b>    |
| <b>Cash and Cash Equivalents at End of Period</b>                                              | <b>\$ 40,551</b> | <b>\$ 34,500</b>    | <b>\$ 35,000</b> |



**ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS***Fiscal Years Ending September 30*

| <b>(000s)</b>                                | <b>Actuals<br/>2020</b> | <b>Reprojected<br/>2021</b> | <b>Budget<br/>2022</b> |
|----------------------------------------------|-------------------------|-----------------------------|------------------------|
| <b>RECEIPTS</b>                              |                         |                             |                        |
| Total Revenues and Other Billings            | \$ 548,665              | \$ 630,106                  | \$ 596,015             |
| Natural Gas Hedging Receipts                 | 0                       | 10,674                      | 10,000                 |
| Total Revenues and Other Receipts            | 548,665                 | 640,780                     | 606,015                |
| Receivable and Other Balance Sheet Accounts  |                         |                             |                        |
| Change In Accounts Receivable                | (10,688)                | (1,047)                     | (991)                  |
| Business Volatility and Fuels Contingency    | 0                       | 10,000                      | 35,000                 |
| Total Receipts                               | 537,977                 | 649,734                     | 640,024                |
| <b>DISBURSEMENTS</b>                         |                         |                             |                        |
| Non-capital and Capital Project Expenditures | 417,749                 | 459,353                     | 435,356                |
| Fuels and Purchased Power                    | 123,629                 | 193,963                     | 160,103                |
| Total Project Expenditures                   | 541,377                 | 653,316                     | 595,459                |
| Guarantees - The Energy Authority            | 0                       | 9,643                       | 0                      |
| Business Volatility and Fuels Contingency    | 0                       | 10,000                      | 35,000                 |
| Loss(Gain) on Investments                    | 218                     | 0                           | 0                      |
| Change In Payables Balances                  | (20,237)                | (3,206)                     | 1,142                  |
| Total Disbursements                          | 521,358                 | 669,754                     | 631,601                |
| <b>Receipts Net Of Disbursements</b>         | 16,619                  | (20,020)                    | 8,423                  |
| Beginning Balance All Funds                  | 263,057                 | 279,676                     | 259,656                |
| <b>Ending Balance All Funds</b>              | \$ 279,676              | \$ 259,656                  | \$ 268,079             |

**SUMMARY OF FUND BALANCES***Fiscal Years Ending September 30*

| <b>(000s)</b>                                    | <b>Actual<br/>2020</b> | <b>Reprojected<br/>2021</b> | <b>Budget<br/>2022</b> |
|--------------------------------------------------|------------------------|-----------------------------|------------------------|
| Cash and Short-term Investments                  | \$ 29,865              | \$ 34,500                   | \$ 35,000              |
| Market Value Adjustment                          | 10,686                 | 6,292                       | 6,292                  |
| Working Capital/Rate Stabilization               | 84,461                 | 60,116                      | 67,024                 |
| Funds For Bonded Indebtedness                    | 6,422                  | 6,421                       | 6,422                  |
| Designated Improvement Account:                  |                        |                             |                        |
| Funds For Electric Clean Air Compliance-NHLREC   | 895                    | 455                         | 0                      |
| Reserves and Current Funding Requirements        |                        |                             |                        |
| Disaster Recovery Fund                           | 23,581                 | 23,581                      | 24,098                 |
| Contingency Fund                                 | 24,518                 | 1,658                       | 9,479                  |
| Pollution Reserve Fund                           | 33,976                 | 33,976                      | 34,700                 |
| Fuel Over Recovery                               | 7,271                  | 0                           | 953                    |
| Trunked Radio System Capital Reserve             | 1,000                  | 1,000                       | 1,000                  |
| Trunked Radio Operations and Maintenance Reserve | 75                     | 75                          | 75                     |
| Capital Reserves - Electric                      | 17,645                 | 55,187                      | 46,537                 |
| Capital Reserves - Natural Gas                   | 232                    | 232                         | 232                    |
| Capital Reserves - SpringNet                     | 5,618                  | 618                         | 618                    |
| Capital Reserves - Water                         | 1,329                  | 2,807                       | 2,912                  |
| Capital Reserves - Common                        | 32,103                 | 32,738                      | 32,738                 |
| Total Designated Improvement Account             | 148,242                | 152,327                     | 153,341                |
| Total Fund Balances                              | \$ 279,676             | \$ 259,656                  | \$ 268,079             |

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One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. \_\_\_\_\_  
Filed: \_\_\_\_\_

Sponsored by: \_\_\_\_\_

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

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

COUNCIL BILL NO. 2021-

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING: The City Utilities' Fiscal Year 2022 Operating Budget for its Fiscal  
2 Year ending September 30, 2022.  
3 \_\_\_\_\_  
4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has  
6 prepared and submitted to the Council a proposed budget showing its estimated  
7 revenue for the coming fiscal year from all sources and its estimated expenditures for  
8 operating expenses, for depreciation, for payment of all outstanding obligations, for  
9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;  
10 and  
11

12 WHEREAS, said budget has been on file with the City Clerk of the City of  
13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.  
14

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

18 Section 1 – The proposed budget for the fiscal year ending September 30, 2022,  
19 approved by the Board of Public Utilities of Springfield, Missouri, on August 19, 2021,  
20 be deemed to be an appropriation of the money authorized for disbursement thereby  
21 and should be and is hereby approved.  
22

23 Section 2 – This ordinance shall be in full force and effect from and after  
24 passage.  
25

26 Passed at meeting: \_\_\_\_\_  
27  
28  
29

\_\_\_\_\_  
Mayor

30  
31  
32 Attest: \_\_\_\_\_, City Clerk  
33

34 Filed as Ordinance: \_\_\_\_\_  
35

36  
37 Approved as to form: \_\_\_\_\_, Assistant City Attorney  
38

39 Approved for Council action: \_\_\_\_\_, City Manager

EXPLANATION TO SPRINGFIELD CITY COUNCIL BILL NO: 2021-\_\_\_\_\_

FILED: \_\_\_\_\_, 2021

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approval of City Utilities' Fiscal Year 2022 Operating Budget

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2021. The period included in City Utilities' Fiscal Year 2022 Operating Budget is October 1, 2021, through September 30, 2022.

Submitted by:

  
\_\_\_\_\_  
Amy Derdall

Vice President – Chief Financial Officer

  
\_\_\_\_\_  
Gary Gibson

President – Chief Executive Officer

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 08-31-21

Sponsored by: Lear

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

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

COUNCIL BILL 2021- 233

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

### AN ORDINANCE

1 APPROVING City Utilities Supplemental Fiscal Year 2021 Operating Budget for  
2 changes to items of expenditure and total disbursement authority  
3 related to the extreme weather events which occurred from  
4 February 11, 2021, through February 20, 2021.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City of Springfield, Missouri, sustained an unprecedented  
8 weather event from extreme cold temperatures from February 11, 2021, through  
9 February 20, 2021, along with extreme weather throughout the region which resulted in  
10 exceptional increases in the prices of natural gas and limited supply; and  
11

12 WHEREAS, City Utilities of Springfield, Missouri ("City Utilities"), consequently  
13 experienced significant increases in natural gas and purchased power expenditures  
14 during February 2021, causing total expenditures to exceed budgeted disbursement  
15 authority for fuels; and  
16

17 WHEREAS, City Utilities used contingency reserve funds to meet such increased  
18 expenditures of natural gas and purchased power.  
19

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

23 Section 1 – The proposed supplemental budget of City Utilities for the fiscal year  
24 beginning October 1, 2020, and ending September 30, 2021, a copy of which is  
25 attached hereto and incorporated herein by this reference as "Exhibit A," which was  
26 approved by the Board of Public Utilities on August 19, 2021, shall be deemed to be an  
27 appropriation of the money authorized for disbursement thereby and should be and is  
28 hereby approved.  
29

30 Section 2 – This Ordinance, shall be in full force and effect before and after  
31 passage.  
32

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



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43  
44  
45

\_\_\_\_\_  
Mayor

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

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

Approved as to form: *Rhonda Lewsader*, City Attorney

Approved for Council action: *James C. Hage*, City Manager

## **EXPLANATION TO COUNCIL BILL 2021- 233**

FILED: 08-31-21

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: The City Utilities Supplemental Fiscal Year 2021 Operating Budget for changes to items of expenditure and total disbursement authority related to the extreme weather events which occurred February 11-20, 2021.

BACKGROUND INFORMATION: As required by the Springfield City Charter, Section 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

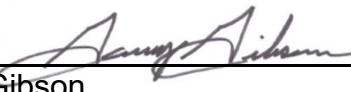
Section 16.8 of the Springfield City Charter further states that no changes may be made in the said budget, other than shifting items of expenditure from one class of item to another, without presenting the same to City Council and with the approval of the City Council after a lapse of two weeks and a public hearing thereon if desired.

Since the requested supplemental budget represents a change to total disbursement authority rather than a redistribution of spending from one class of item to another, City Council approval is required.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2021. The total additional disbursement authority requested for the fiscal year is \$22,991,499.

Submitted by:

  
\_\_\_\_\_  
Amy Derdall  
Vice President – Chief Financial Officer

  
\_\_\_\_\_  
Gary Gibson  
President – Chief Executive Officer

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri ("Board"), has the charter duty to take charge of, exercise control over and operate any public utilities owned, operated or acquired by the City of Springfield, Missouri ("City"), and all extensions thereof and appurtenances thereto belonging, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the responsibility to prepare and submit to City Council an annual budget and any changes to the same other than shifting items of expenditure from one class of item to another; and

WHEREAS, the City sustained an unprecedented weather event from extreme cold temperatures on February 11-20, 2021, along with extreme weather throughout the region which resulted in exceptional increases in the prices of natural gas and limited supply;

WHEREAS, City Utilities consequently experienced significant increases in natural gas and purchased power expenditures during February 2021, causing total expenditures to exceed budgeted disbursement authority for fuels;

WHEREAS, City Utilities used contingency reserve funds to meet such increased expenditures of natural gas and purchased power; and

WHEREAS, City Utilities' staff has prepared and presented to the Board a supplemental Fiscal Year 2021 Operating Budget in the form attached hereto as Exhibit A (the "Supplemental Budget"), together with the forms of City Council ordinance (the "Ordinance") and explanation (the "Explanation") attached hereto as Exhibits B and C, respectively, proposing additional disbursement authority of \$22,991,499 for City Utilities' 2021 fiscal year. This would increase the total disbursement authority for City Utilities' 2021 fiscal year to \$669,753,572.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that the Supplemental Budget be approved, and the Supplemental Budget, Ordinance and Explanation be submitted to City Council for approval in accordance with City Charter Section 16.8.

CERTIFICATE

The undersigned, Nancy Williams, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under her hand and seal of the Board that the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 19<sup>th</sup> day of August, 2021, pursuant to notice of time and place duly given to all members of the Board, at which meeting a quorum was present and voted throughout.

Dated this 19<sup>th</sup> day of August, 2021.



Nancy Williams, Secretary

# ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS

*Fiscal Year Ending September 30, 2021*

|                                              | Carry-in<br>Budget | Supplemental<br>Budget | Change          |
|----------------------------------------------|--------------------|------------------------|-----------------|
| <b>RECEIPTS</b>                              |                    |                        |                 |
| Total Revenues And Other Receipts            | 620,998,571        | 640,780,173            | 19,781,602      |
| Receivable And Other Balance Sheet Accounts: |                    |                        |                 |
| Change In Accounts Receivable                | (2,257,578)        | (1,046,600)            | 1,210,978       |
| Over(Under) Recovered on Fuels Contingency   | 35,000,000         | 10,000,000             | (25,000,000)    |
| Total Receipts                               | \$ 653,740,993     | \$ 649,733,573         | (\$ 4,007,420)  |
| <b>DISBURSEMENTS</b>                         |                    |                        |                 |
| Non-capital And Capital Project Expenditures | \$ 442,981,894     | \$ 459,353,066         | \$ 16,371,172   |
| Fuels And Purchased Power                    | 157,651,925        | 193,963,243            | 36,311,318      |
| Total Project Expenditures                   | 600,633,819        | 653,316,309            | 52,682,490      |
| Guarantees - The Energy Authority            | 9,642,858          | 9,642,858              | 0               |
| Fuels Contingency                            | 35,000,000         | 10,000,000             | (25,000,000)    |
| Change In Payables Balances                  | 1,485,396          | (3,205,595)            | (4,690,991)     |
| Total Disbursements                          | \$ 646,762,073     | \$ 669,753,572         | \$ 22,991,499   |
| <b>Receipts Net Of Disbursements</b>         | 6,978,920          | (20,019,999)           | (26,998,919)    |
| Beginning Balance All Funds                  | 279,676,044        | 279,676,044            | (0)             |
| <b>Ending Balance All Funds</b>              | \$ 286,654,964     | \$ 259,656,045         | (\$ 26,998,919) |

# STATEMENT OF NET POSITION

*Fiscal Year Ending September 30, 2021*

|                                                    | Carry-In<br>Budget      | Supplemental<br>Budget  | Change               |
|----------------------------------------------------|-------------------------|-------------------------|----------------------|
| Utility Plant, At Cost:                            |                         |                         |                      |
| Plant In Service                                   | \$ 2,472,111,267        | \$ 2,505,136,689        | \$ 33,025,421        |
| Less Accumulated Depreciation                      | 971,676,342             | 983,697,087             | 12,020,745           |
| Net Plant In Service                               | 1,500,434,925           | 1,521,439,602           | 21,004,676           |
| Construction Work In Progress                      | 92,828,748              | 83,954,113              | (8,874,635)          |
| Net Utility Plant                                  | 1,593,263,673           | 1,605,393,715           | 12,130,041           |
| Funds For Bonded Indebtedness                      | 6,421,180               | 6,421,180               | 0                    |
| Construction Funds                                 | 15,498,968              | 0                       | (15,498,968)         |
| Designated Improvement Account                     | 130,866,918             | 152,326,829             | 21,459,912           |
| Working Capital - Other                            | 88,682,391              | 60,116,088              | (28,566,303)         |
| Price Risk Management Assets                       | (109,560)               | 0                       | 109,560              |
| Equity Interest In Partnership Industrial Center   | 2,017,356               | 2,017,356               | 0                    |
| Equity Interest in Prepaid Gas Service             | 89,846                  | 89,846                  | 0                    |
| Equity Interest In The Energy Authority            | 12,815,740              | 13,615,740              | 800,000              |
| Regulatory Assets - Asset Retirement Obligations   | 1,653,514               | 1,653,514               | 0                    |
| Regulatory Assets - Property, Plant, and Equipment | 18,366,976              | 21,348,465              | 2,981,489            |
| Other Noncurrent Assets                            | 8,737,375               | 8,555,783               | (181,592)            |
| Total Noncurrent Assets                            | 1,878,304,377           | 1,871,538,516           | (6,765,861)          |
| Current Assets:                                    |                         |                         |                      |
| Cash, Cash Equivalents And Short-term Investments  | 45,185,508              | 40,791,948              | (4,393,559)          |
| Accounts Receivable:                               |                         |                         |                      |
| Customers, Less Allowance For Doubtful Accounts    | 26,900,740              | 27,311,023              | 410,283              |
| Unbilled Revenues                                  | 14,915,000              | 15,137,000              | 222,000              |
| Other                                              | 1,893,156               | 1,893,156               | 0                    |
| Recoverable Fuel Costs                             | 903,359                 | 34,986,474              | 34,083,115           |
| Inventories:                                       |                         |                         |                      |
| Materials And Supplies                             | 28,425,478              | 27,858,667              | (566,812)            |
| Coal                                               | 4,463,148               | 4,664,749               | 201,601              |
| Natural Gas                                        | 5,556,344               | 5,612,648               | 56,304               |
| Emissions Consumables                              | 114,115                 | 124,022                 | 9,907                |
| Prepayments                                        | 2,058,094               | 2,058,094               | 0                    |
| Total Current Assets                               | 130,414,942             | 160,437,781             | 30,022,839           |
| <b>Total Assets</b>                                | <b>2,008,719,319</b>    | <b>2,031,976,297</b>    | <b>23,256,978</b>    |
| Deferred Outflows of Resources:                    |                         |                         |                      |
| Unamortized Loss on Reacquired Debt                | 13,277,770              | 13,277,770              | 0                    |
| GASB 68 Expected Vs. Actual Experience             | 32,761,260              | 32,761,260              | 0                    |
| Total Deferred Outflows of Resources               | 46,039,030              | 46,039,030              | 0                    |
| <b>Total Assets and Deferred Outflows</b>          | <b>\$ 2,054,758,349</b> | <b>\$ 2,078,015,327</b> | <b>\$ 23,256,978</b> |

## STATEMENT OF NET POSITION (continued)

*Fiscal Year Ending September 30, 2021*

|                                                              | Carry-In<br>Budget      | Supplemental<br>Budget  | Change               |
|--------------------------------------------------------------|-------------------------|-------------------------|----------------------|
| Net Position (Equity)                                        | \$ 1,315,786,068        | \$ 1,358,635,160        | \$ 42,849,092        |
| Long-term Obligations:                                       |                         |                         |                      |
| Total Long-term Obligations Outstanding                      | 535,390,000             | 518,690,000             | (16,700,000)         |
| Unamortized Premium (Discount)                               | 30,439,607              | 30,439,607              | 0                    |
| Total Long-term Obligations                                  | 565,829,608             | 549,129,607             | (16,700,000)         |
| Asset Retirement Obligations                                 | 1,653,514               | 1,653,514               | 0                    |
| Net Pension Liability                                        | 53,642,800              | 53,642,800              | 0                    |
| Other Noncurrent Liabilities                                 | 19,526,065              | 19,500,383              | (25,682)             |
| Total Noncurrent Liabilities                                 | 640,651,987             | 623,926,304             | (16,725,683)         |
| Current Liabilities:                                         |                         |                         |                      |
| Current Portion of Long-term Obligations                     | 37,910,000              | 30,610,000              | (7,300,000)          |
| Accounts Payable:                                            |                         |                         |                      |
| Trade                                                        | 21,162,199              | 25,030,353              | 3,868,154            |
| Other Accounts Payable                                       | 6,741,329               | 6,843,529               | 102,200              |
| Customer Deposits                                            | 4,982,950               | 4,932,950               | (50,000)             |
| Accruals:                                                    |                         |                         |                      |
| Interest                                                     | 3,411,264               | 3,176,974               | (234,290)            |
| Salaries And Wages                                           | 2,344,745               | 2,364,944               | 20,199               |
| Payment In Lieu Of Taxes                                     | 1,129,880               | 1,242,568               | 112,687              |
| Fuel Adjustments And Natural Gas Refunds                     |                         |                         |                      |
| Purchased Power                                              | 3,199,905               | 3,492,789               | 292,884              |
| Purchased Fuels                                              | 4,760,551               | 4,622,675               | (137,876)            |
| Vacation and Sick Leave                                      | 10,603,294              | 10,603,294              | 0                    |
| Other                                                        | 1,805,535               | 2,265,145               | 459,610              |
| Total Current Liabilities                                    | 98,051,653              | 95,185,221              | (2,866,432)          |
| <b>Total Net Position and Liabilities</b>                    | <b>2,054,489,707</b>    | <b>2,077,746,685</b>    | <b>23,256,978</b>    |
| Deferred Inflows of Resources:                               |                         |                         |                      |
| Total Deferred Inflows of Resources                          | 268,642                 | 268,642                 | 0                    |
| <b>Total Net Position, Liabilities, and Deferred Inflows</b> | <b>\$ 2,054,758,349</b> | <b>\$ 2,078,015,327</b> | <b>\$ 23,256,978</b> |



# STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

*Fiscal Year Ending September 30, 2021*

|                                              | Carry-In<br>Budget     | Supplemental<br>Budget | Change               |
|----------------------------------------------|------------------------|------------------------|----------------------|
| <b>Operating Revenue</b>                     | <b>\$ 508,111,940</b>  | <b>\$ 555,330,798</b>  | <b>\$ 47,218,858</b> |
| <b>Operating Expense</b>                     |                        |                        |                      |
| Production Fuel and Purchased Power          | 102,989,517            | 105,437,474            | 2,447,956            |
| Natural Gas Purchased                        | 89,684,857             | 89,133,791             | (551,066)            |
| Other Production                             | 20,203,903             | 20,486,030             | 282,127              |
| Distribution And Transmission                | 38,969,967             | 41,363,912             | 2,393,945            |
| Bus And Garage Operations                    | 6,483,103              | 6,443,781              | (39,323)             |
| Other Services                               | 6,755,521              | 6,813,136              | 57,616               |
| Customer Accounts                            | 15,379,978             | 13,590,595             | (1,789,384)          |
| Administrative And General                   | 36,819,695             | 35,128,398             | (1,691,297)          |
| Maintenance                                  | 51,163,794             | 51,752,576             | 588,782              |
| Depreciation And Amortization                | 66,800,446             | 68,201,031             | 1,400,585            |
| Payment In Lieu Of Taxes                     | 14,403,123             | 15,678,400             | 1,275,277            |
| Other Taxes                                  | 614,098                | 582,848                | (31,250)             |
| <b>Total Operating Expense</b>               | <b>450,268,003</b>     | <b>454,611,971</b>     | <b>4,343,967</b>     |
| <b>Operating Income (Loss)</b>               | <b>57,843,937</b>      | <b>100,718,827</b>     | <b>42,874,890</b>    |
| <b>Other Income (Expense)</b>                |                        |                        |                      |
| Interest Income                              | 5,321,000              | 5,155,000              | (166,000)            |
| Gain Or (Loss) On Investments                | (1,500,000)            | (500,000)              | 1,000,000            |
| Interest Expense                             | (21,843,420)           | (20,616,466)           | 1,226,953            |
| Allowance For Funds Used During Construction | 3,158,062              | 931,349                | (2,226,713)          |
| Operation Of Recreational Facilities         | (330,648)              | (264,285)              | 66,363               |
| Long-Term Obligations Related Amortization   | 2,354,258              | 2,354,258              | 0                    |
| Transit Contributions in Aid of Construction | 2,695,508              | 2,733,729              | 38,221               |
| Miscellaneous Income (Expense)               | 4,290,377              | 4,325,755              | 35,378               |
| <b>Total Other Income (Expense)</b>          | <b>(5,854,864)</b>     | <b>(5,880,662)</b>     | <b>(25,798)</b>      |
| <b>Change in Net Position</b>                | <b>51,989,073</b>      | <b>94,838,166</b>      | <b>42,849,092</b>    |
| <b>Net Position At Beginning Of Period</b>   | <b>1,263,796,994</b>   | <b>1,263,796,994</b>   | <b>0</b>             |
| <b>Net Position At End Of Period</b>         | <b>\$1,315,786,068</b> | <b>\$1,358,635,160</b> | <b>\$ 42,849,092</b> |

## Statement of Cash Flows

Fiscal Year Ended September 30, 2021

### RECONCILIATION OF NET OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

|                                                                | Carry-In<br>Budget | Supplemental<br>Budget | Change       |
|----------------------------------------------------------------|--------------------|------------------------|--------------|
| Operating Revenues                                             | 473,111,940        | 555,330,798            | 82,218,858   |
| Operating Expenses (including Depreciation)                    | (415,268,003)      | (454,611,971)          | (39,343,967) |
| Net Operating Income (Loss)                                    | 57,843,937         | 100,718,827            | 42,874,890   |
| Adjustments to Net Operating Income from Operating Activities: |                    |                        |              |
| Depreciation expense & amortization                            | 66,800,446         | 68,201,031             | 1,400,585    |
| Auto depreciation included in vehicle expense                  | 1,958,748          | 2,252,170              | 293,422      |
| Miscellaneous Income (Expense)                                 | 9,093              | 9,241                  | 148          |
| Operation of Recreational Facilities                           | (330,648)          | (264,285)              | 66,363       |
| Change in Assets and Liabilities:                              |                    |                        |              |
| Accounts Receivable                                            | 1,283,470          | 873,187                | (410,283)    |
| Unbilled Revenues                                              | (1,050,000)        | (1,272,000)            | (222,000)    |
| Price Risk Management Assets                                   | 0                  | (109,560)              | (109,560)    |
| Recoverable Fuel Costs                                         | (6,468,530)        | (40,551,645)           | (34,083,115) |
| Inventories                                                    | 6,918,171          | 5,628,125              | (1,290,046)  |
| Prepayments                                                    | (275,600)          | (275,600)              | 0            |
| Other Noncurrent Assets                                        | 138,567            | 1,820,159              | 1,681,592    |
| Accounts Payable                                               | (6,911,849)        | (2,941,495)            | 3,970,354    |
| Customer Deposits                                              | 71,585             | 21,585                 | (50,000)     |
| Accrued Liabilities                                            | 1,455,864          | 2,203,368              | 747,504      |
| Other Noncurrent Liabilities                                   | 504,862            | 479,180                | (25,682)     |
| Net Cash Provided From (Used for) Operating Activities         | 121,948,115        | 136,792,287            | 14,844,171   |

### CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:

|                                      |           |           |        |
|--------------------------------------|-----------|-----------|--------|
| Receipts from Federal & State Grants | 4,281,284 | 4,316,514 | 35,230 |
|--------------------------------------|-----------|-----------|--------|

### CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:

|                                                                |               |               |              |
|----------------------------------------------------------------|---------------|---------------|--------------|
| Proceeds from issuance of capital obligations                  | 78,553,411    | 54,553,411    | (24,000,000) |
| Transfer of financing proceeds to Construction Funds           | (15,498,968)  | 0             | 15,498,968   |
| Capital grants and contributions                               | 6,218,568     | 6,256,789     | 38,221       |
| Additions to Utility Plant, net of removal                     | (141,020,507) | (159,963,711) | (18,943,204) |
| Repayment of LT Capital Obligation                             | (34,875,000)  | (34,875,000)  | 0            |
| Interest Paid                                                  | (21,974,193)  | (20,981,530)  | 992,663      |
| Net Cash Provided from (Used for) Capital Financing Activities | (128,596,689) | (155,010,042) | (26,413,353) |

### CASH FLOWS FROM INVESTING ACTIVITIES:

|                                                        |              |              |            |
|--------------------------------------------------------|--------------|--------------|------------|
| Sale and maturities of investment securities           | 2,469,275    | 13,969,226   | 11,499,951 |
| Interest Received                                      | 5,321,000    | 5,155,000    | (166,000)  |
| Equity interest in Electric Power Alliance             | (11,342,858) | (11,142,858) | 200,000    |
| Equity interest in Partnership Industrial Centers      | (130,900)    | (130,900)    | 0          |
| Net Cash Provided from (Used for) Investing Activities | (3,683,483)  | 7,850,468    | 11,533,951 |

NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS

|                                                  |               |               |      |
|--------------------------------------------------|---------------|---------------|------|
|                                                  | (6,050,773)   | (6,050,773)   | 0    |
| Cash and Cash Equivalents at Beginning of Period | 40,550,773    | 40,550,773    | 0    |
| Cash and Cash Equivalents at End of Period       | \$ 34,500,000 | \$ 34,500,000 | \$ 0 |



One-rdg. \_\_\_\_\_  
 P. Hrngs. \_\_\_\_\_  
 Pgs. \_\_\_\_\_  
 Filed: \_\_\_\_\_

Sponsored by: \_\_\_\_\_

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

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

COUNCIL BILL NO. 2021- \_\_\_\_\_

GENERAL ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE

1 APPROVING: The City Utilities Supplemental Fiscal Year 2021 Operating Budget  
 2 for changes to items of expenditure and total disbursement  
 3 authority related to the extreme weather events which occurred  
 4 February 11-20, 2021.  
 5 \_\_\_\_\_  
 6

7 WHEREAS, the City of Springfield, Missouri, sustained an unprecedented  
 8 weather event from extreme cold temperatures on February 11-20, 2021, along with  
 9 extreme weather throughout the region which resulted in exceptional increases in the  
 10 prices of natural gas and limited supply; and  
 11

12 WHEREAS, City Utilities of Springfield, Missouri ("City Utilities"), consequently  
 13 experienced significant increases in natural gas and purchased power expenditures  
 14 during February 2021, causing total expenditures to exceed budgeted disbursement  
 15 authority for fuels; and  
 16

17 WHEREAS, City Utilities used contingency reserve funds to meet such increased  
 18 expenditures of natural gas and purchased power.  
 19

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

23 The proposed supplemental budget for City Utilities' fiscal year ended September  
 24 30, 2021, approved by the Board of Public Utilities on August 19, 2021, be deemed to  
 25 be an appropriation of the money authorized for disbursement thereby and should be  
 26 and is hereby approved.  
 27

28 Passed at meeting: \_\_\_\_\_  
 29  
 30  
 31  
 32  
 33

\_\_\_\_\_  
 Mayor

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

35

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

37

38

39 Approved as to form: \_\_\_\_\_, Assistant City Attorney

40

41 Approved for Council action: \_\_\_\_\_, City Manager

EXPLANATION TO SPRINGFIELD CITY COUNCIL BILL NO: 2021-\_\_\_\_\_

FILED: \_\_\_\_\_, 2021

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: The City Utilities Supplemental Fiscal Year 2021 Operating Budget for changes to items of expenditure and total disbursement authority related to the extreme weather events which occurred February 11-20, 2021.

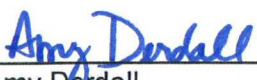
BACKGROUND INFORMATION: As required by the Springfield City Charter, Section 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Section 16.8 of the Springfield City Charter further states that no changes may be made in the said budget, other than shifting items of expenditure from one class of item to another, without presenting the same to the Council and with the approval of the Council after a lapse of two weeks and a public hearing thereon if desired.

Since the requested supplemental budget represents a change to total disbursement authority rather than a redistribution of spending from one class of item to another, City Council approval is required.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2021. The total additional disbursement authority requested for the fiscal year is \$22,991,499.

Submitted by:

  
\_\_\_\_\_  
Amy Dordall  
Vice President – Chief Financial Officer

  
\_\_\_\_\_  
Gary Gibson  
President – Chief Executive Officer

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 6  
Filed: 08-31-21

Sponsored by: Hardinger

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

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

COUNCIL BILL 2021-234

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept the Edward Byrne  
2 Memorial Justice Assistance Grant in the amount of \$178,469 from  
3 the United States Department of Justice and to enter into an  
4 interlocal agreement with Greene County, outlining the division of  
5 the grant funds; and amending the budget for the Springfield Police  
6 Department for Fiscal Year 2021-2022 in the amount of \$178,469.  
7 \_\_\_\_\_  
8

9 WHEREAS, the City of Springfield, Missouri ("City") and Greene County,  
10 Missouri ("County") have previously partnered to apply for and accept the United States  
11 Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and  
12

13 WHEREAS, based on the formula, the joint application award amount is  
14 \$178,469, with the City receiving \$107,081 and the County receiving \$71,388; and  
15

16 WHEREAS, the JAG terms require law enforcement agencies to enter into an  
17 interlocal agreement regarding division of the funds awarded under the grant.  
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to accept  
23 the Edward Byrne Memorial Justice Assistance Grant from the United States  
24 Department of Justice and to enter into an interlocal agreement with Greene County for  
25 the purpose of carrying out the terms of the grant, said agreement to be substantially  
26 similar to that attached hereto and incorporated herein by reference as "Exhibit A," and  
27 to do those things necessary to carry out the intent of the grant and interlocal  
28 agreement.  
29

30 Section 2 – The budget of the Springfield Police Department for Fiscal Year  
31 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget  
32 Adjustment No. 013, a copy of which is attached hereto and incorporated herein by  
33 reference as "Exhibit B."

34  
35       Section 3 – City Council hereby finds that the budget adjustment made above  
36 has been recommended by the City Manager.  
37

38       Section 4 – The City Manager is directed to cause the appropriate accounting  
39 entries to be made in the books and records of the City.  
40

41       Section 5 – This Ordinance shall be in full force and effect from and after  
42 passage.  
43

44 Passed at meeting: \_\_\_\_\_  
45

46 \_\_\_\_\_  
47 Mayor  
48

49 Attest: \_\_\_\_\_, City Clerk  
50

51 Filed as Ordinance: \_\_\_\_\_  
52

53 \_\_\_\_\_  
54 Approved as to form: \_\_\_\_\_, Assistant City Attorney  
55

56 \_\_\_\_\_  
57 Approved for Council action: \_\_\_\_\_, City Manager

## **EXPLANATION TO COUNCIL BILL 2021 - 234**

FILED: 08-31-21

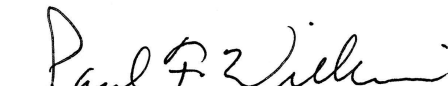
ORIGINATING DEPARTMENT: Police

**PURPOSE:** To authorize the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; amending the budget for the Springfield Police Department for Fiscal Year 2021-2022 in the amount of \$178,469.

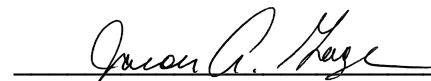
**BACKGROUND INFORMATION:** The JAG formula for allocation of state and local government funds is determined based on population and the Uniform Crime Report Part I, Violent Crime Statistics. Based on this formula, the City of Springfield is eligible for grant monies. JAG does not require matching funds. However, as noted in the attachment, a disparate allocation exists between the City and Greene County, with the County bearing more than 50 percent of the costs of prosecution and incarceration that arise from the Part I Crimes. Jurisdictions identified as disparate must submit a joint application in order to be awarded any funds. The amount of funds to be distributed to each entity and the purpose for which the funds will be used must be included in the application. An Interlocal Agreement must be completed between the parties identifying the amount each has agreed to accept.

**REMARKS:** The joint application award amount is \$178,469. The City and Greene County have agreed to divide the funds with approximately 60% going to the City and 40% going to the County. The City will receive \$107,081 and the County will receive \$71,388. The City will establish an account for the joint application award amount and reimburse the County for their share. The City of Springfield Police Department will use their share of the funds to purchase Risk Terrain Modeling Software and make necessary upgrades to its mobile surveillance van and its Mobile Community Resource Vehicle. Greene County will use their share of the funds to purchase professional standards software and grille guards for department vehicles. A budget adjustment is required and submitted with this document.

Submitted by:

  
Paul F. Williams, Chief of Police

Approved by:

  
Jason Gage, City Manager

INTERLOCAL AGREEMENT  
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI  
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance \_\_\_\_\_, passed \_\_\_\_\_, 2021; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$71,388.00 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$71,388.00 of the total JAG funds of \$178,469.00. The City's share is \$108,081.00.

Section 2. County agrees to use \$71,388.00 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

GREENE COUNTY, MISSOURI

By: \_\_\_\_\_  
City Manager or Designee

By: \_\_\_\_\_  
Presiding Commissioner

Attest:

By: \_\_\_\_\_  
Commissioner 1<sup>st</sup> District

By: \_\_\_\_\_  
Commissioner 2<sup>nd</sup> District

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Greene County Clerk

\_\_\_\_\_  
City Attorney or Designee

Approved as to form:

#### 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 therefore.

\_\_\_\_\_  
Director of Finance or Acting Director

By: \_\_\_\_\_  
Greene County Counselor

#### CERTIFICATE OF AUDITOR

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 therefore.

\_\_\_\_\_  
Auditor Certification



CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
013

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount     | Description                                                                   |
|------------------------|------|-------|---------|--------|----------|------------|-------------------------------------------------------------------------------|
| 25220                  | 18   | 92510 | 416010  | 000000 | 00000    | \$ 178,469 | FY2022 Dept. of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) |
| Net Revenue Adjustment |      |       |         |        |          | \$ 178,469 |                                                                               |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount     | Description         |
|----------------------------|------|-------|---------|--------|----------|------------|---------------------|
| 25220                      | 18   | 92510 | 501190  | 000000 | 00000    | \$ 107,081 | Tools and Equipment |
| 25220                      | 18   | 92510 | 504620  | 000000 | 00000    | 71,388     | Specialty Services  |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 178,469 |                     |

Fund Balance Appropriation:

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

Explanation: To amend the FY2021-22 budget by appropriating grant funds, which require no matching funds. Grant funds to be split between the City of Springfield and Greene County. City portion: \$108,081. County portion: \$71,388. The City share of the funds will be used to purchase Risk Terrain Modeling Software and make necessary upgrades to its mobile surveillance van and its Mobile Community Resource Vehicle. Greene County will use their share of the funds to purchase professional standards software and grille guards for department vehicles.

Requested By:

Paul F. Zickman 9/1/21  
Department Head Date

Approved By:

DL Hill 9/1/21  
Director of Finance Date

Authorization:

Council Bill No. 2021-234  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

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

One rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 08-31-21

Sponsored by: Hosmer

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

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

COUNCIL BILL 2021 - 235

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

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for six new job titles and deleting one job title; and amending the Fiscal Year 2021-2022 budget of certain City departments to reallocate funds for the addition of one new full-time equivalent position at the Airport and transitioning 29 contract positions to 29 full-time equivalent positions and adjusting the authorized employee positions.

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

(NOTE: Underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Schedule is hereby amended by adding and deleting the following job title(s), with said changes to be effective September 26, 2021:

Proposed Job Title and Salary Grade  
(Title to be Added)

Classification:

Salary Grade:

|                                      |              |
|--------------------------------------|--------------|
| <u>Gallery Services Associate</u>    | <u>PAT-3</u> |
| <u>Security Officer</u>              | <u>PAT-5</u> |
| <u>Community Recreation Leader</u>   | <u>PAT-5</u> |
| <u>Park Ranger Recruit</u>           | <u>PAT-6</u> |
| <u>Fire Inspector</u>                | <u>PAT-7</u> |
| <u>Collection Center Coordinator</u> | <u>PAT-9</u> |

Present Job Title and Salary Grade  
(Title to be Deleted)

Classification:

Salary Grade:

~~Collection Center Coordinator~~

~~PAT-7~~

Section 2 – The Fiscal Year 2021-22 budget of the City is hereby amended by changing the number of authorized job positions for the following departments by adding the listed full-time equivalent positions to the departments effective September 26, 2021:

| <u>FTE</u> | <u>Job Title</u>                | <u>Department</u>      |
|------------|---------------------------------|------------------------|
| 1.0        | Executive Secretary             | Art Museum             |
| 1.0        | Art Museum Security Officer     | Art Museum             |
| 2.0        | Airport Custodian               | Airport                |
| 3.0        | Airport Police Officer          | Airport                |
| 2.0        | Plant Operator II               | Environmental Services |
| 1.0        | Laborer                         | Environmental Services |
| 6.0        | Maintenance Worker              | Environmental Services |
| 1.0        | Plant Maintenance Mechanic I    | Environmental Services |
| 1.0        | Community Recreation Supervisor | Parks                  |
| 4.0        | Community Recreation Specialist | Parks                  |
| 1.0        | Utility Worker                  | Parks                  |
| 1.0        | Communications Coordinator      | Public Information     |
| 2.0        | Maintenance Workers             | Public Works           |
| 1.0        | Gardener                        | Public Works           |
| 1.0        | Senior Designer                 | Public Works           |

Section 3 – The Fiscal Year 2021-22 budget of the City is hereby amended by changing the number of authorized job positions for the following departments by adding the listed full-time equivalent positions to the departments effective November 7, 2021:

| <u>FTE</u> | <u>Job Title</u>            | <u>Department</u>  |
|------------|-----------------------------|--------------------|
| 1.0        | Community Recreation Leader | Parks              |
| 1.0        | Security Officer            | Public Information |

Section 4 – This Ordinance shall be in full force and effect immediately after its passage by City Council.

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

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93

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Rhonda Lewaden, City Attorney

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

## EXPLANATION TO COUNCIL BILL 2021- 235

FILED: 08-31-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for six new job titles and deleting one job title; and amending the Fiscal Year 2021-2022 budget of certain City departments including the Art Museum, Airport, Environmental Services, Parks, Public Information Office, and Public Works Departments to reallocate funds for the addition of one new full-time equivalent (FTE) position at the Airport and transitioning 29 contract positions to 29 full-time equivalent (FTE) positions and adjusting the authorized employee positions.

BACKGROUND: This Council bill contains recommendations related to routine job title additions and one deletion (Collection Center Coordinator, PAT-7) due to department organizational changes and completed job studies. New job title additions include Gallery Services Associate, PAT-3, Security Officer, PAT-5, Community Recreation Leader, PAT-5, Park Ranger Recruit, PAT-6, Fire Inspector, PAT-7, and Collection Center Coordinator, PAT-9.

The 30 new regular FTE positions are requested to replace 29 contract positions where a long-term and ongoing need has been established with consistent approval and funding, with the most recent being approved as a part of the Fiscal Year 2021-2022 budget; in addition to one new regular FTE position, Airport Police Officer, for the Springfield-Branson National Airport. The new FTE position of Airport Police Officer will address increased security and airport policing needs due to the growth of passenger activity at the Airport.

As identified by Human Resources, in conjunction with the management of the respective departments, the contract positions have been determined to be positions that provide ongoing, long-term City services and thus need to be transitioned to regular FTEs. These positions align with City Council priorities as well as city policies and are associated with various City services and projects provided by the respective departments. The new FTEs, transitioning from contracts, include the following positions:

| <u>FTE</u> | <u>Job Title</u>            | <u>Department</u> |
|------------|-----------------------------|-------------------|
| 1.0        | Executive Secretary         | Art Museum        |
| 1.0        | Art Museum Security Officer | Art Museum        |
| 2.0        | Airport Custodian           | Airport           |
| 2.0        | Airport Police Officer      | Airport           |

|     |                                 |                        |
|-----|---------------------------------|------------------------|
| 2.0 | Plant Operator II               | Environmental Services |
| 1.0 | Laborer                         | Environmental Services |
| 6.0 | Maintenance Workers             | Environmental Services |
| 1.0 | Plant Maintenance Mechanic I    | Environmental Services |
| 1.0 | Community Recreation Supervisor | Parks                  |
| 4.0 | Community Recreation Specialist | Parks                  |
| 1.0 | Community Recreation Leader     | Parks                  |
| 1.0 | Utility Worker                  | Parks                  |
| 1.0 | Security Officer                | Public Information     |
| 1.0 | Communications Coordinator      | Public Information     |
| 2.0 | Maintenance Workers             | Public Works           |
| 1.0 | Gardener                        | Public Works           |
| 1.0 | Senior Designer                 | Public Works           |

BUDGET NOTE: Budget adjustments for the respective department's FTE requests are not necessary for any of the 29 positions transitioning from contract or for the new additional FTE requested for the Airport as funding exists in each of the respective department's Fiscal Year 2021-2022 adopted budget. Existing funding will be reassigned to regular base salaries for the new FTE position(s) being requested.

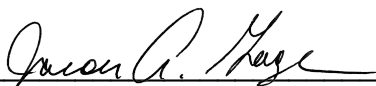
REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs associated with this Council bill are part of the adopted Annual Operating Budget for Fiscal Year 2021-2022 with no new funds being requested.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

  
 Darla Morrison,  
 Director of Human Resources

Approved by:

  
 Jason A. Gage,  
 City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 8  
Filed: 08-31-21

Sponsored by: Hosmer

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

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

COUNCIL BILL 2021 - 236

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a revised  
2 Intergovernmental Agreement with Ozarks Technical Community  
3 College regarding cooperative training between the Springfield Fire  
4 Department and Ozarks Technical Community College.  
5 \_\_\_\_\_  
6

7 WHEREAS, the Springfield Fire Department ("SFD") and Ozarks Technical  
8 Community College ("OTC") have a long tradition of providing firefighter training in the  
9 Springfield area; and  
10

11 WHEREAS, in 2012 the City of Springfield entered into an Intergovernmental  
12 Agreement ("IGA") with OTC for the purpose of providing shared facilities and  
13 cooperative training between SFD and OTC; and  
14

15 WHEREAS, in 2019 the City of Springfield and OTC entered into a revised  
16 Intergovernmental Agreement with OTC for the purpose of updating the 2012  
17 Agreement to ensure continued cooperation; and  
18

19 WHEREAS, SFD and OTC leadership have worked cooperatively to review and  
20 modify the IGA to update the responsibilities of each party under the IGA to allow for the  
21 future sustainment of the cooperative training program.  
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 a revised Intergovernmental Agreement with OTC. Said Agreement shall be  
28 substantially in the same form and content as that document attached hereto and  
29 incorporated by reference as "Exhibit A," and to do those things necessary to carry out  
30 the intent of the Agreement.  
31

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

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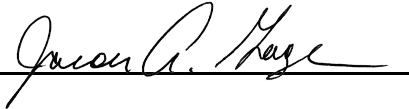
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
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- 236**

FILED: 08-31-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: To provide for the approval and adoption of a modified and updated Intergovernmental Agreement of Training Partnership between the Community College District of Central Southwest Missouri, a/k/a Ozarks Technical Community College ("OTC"), and the City of Springfield Fire Department ("SFD").

**BACKGROUND INFORMATION:**

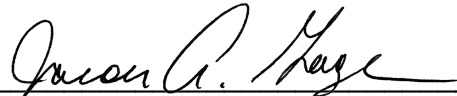
In August of 2012, SFD and OTC entered into an Intergovernmental Agreement ("IGA") for the purposes of providing shared training facilities and cooperative training between the two entities. Since that time, the OTC Fire Science Technology ("FST") program has occupied classroom space at Fire Station 6. The intent of the original agreement planned for the movement of the practical training component of the program to the SFD Training Center.

In 2018, SFD and OTC leadership worked cooperatively to review and modify the IGA to allow for the movement of the FST program to the SFD Training Center, and to agree upon mutually beneficial terms for the future.

REMARKS: None

Submitted by:

  
\_\_\_\_\_  
David Pennington, Fire Chief

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

**INTERGOVERNMENTAL AGREEMENT OF TRAINING PARTNERSHIP**

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

**PURPOSE**

This document is used to outline the partnership responsibilities of each entity involved and facilitate ease of operation in relation to the Ozarks Technical Community College (OTC) Fire Science Technology Program (FST), or the City of Springfield Fire Department (SFD).

**BACKGROUND**

On August 27, 2012, the SFD and OTC entered into an intergovernmental agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held a portion of their Fire Science Technology classes at SFD's Fire Station 6. The intent of the original agreement planned for the practical training component of the program to also move to the SFD training center.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, certifications and licensure. The core of the academy is the State of Missouri IFSAC Firefighter I and II certification. As part of the FST degree program at OTC, one of the core components of degree completion are the Firefighter I and II courses. Both entities currently fully and independently instruct, fund, and oversee their own Firefighter I and II programs. Other like training takes place daily in which numerous similar pieces of equipment bought and maintained by each entity are utilized.

In order to more efficiently work within our budgets, remove duplication of many purchasing efforts, and make effective use of limited space, OTC has previously moved a portion of the FST program to Fire Station 6, located at 2620 West Battlefield, and has moved components of the practical training programs from the Battlefield Fire Protection District to the Springfield Regional Police and Fire Training Center (SRPFTC), allowing for the use of the situational training room, training grounds, the training annex building, warehouse storage, and most recently, the newly completed drill tower.

## AGREEMENT

The City of Springfield, Missouri/Springfield Fire Department and Ozarks Technical Community College hereby covenant and agree as follows:

1. This agreement replaces and supersedes the Intergovernmental Agreement of Training Partnership dated January 27, 2021. Upon ratification of this agreement, that agreement is terminated.
2. This agreement grants OTC the permission to conduct seated classroom courses and practical training associated with the FST program courses at the SRPFTC complex.
3. Each party waives all claims against each other for damages and compensation for any loss, damage, personal injury, death, or any other matter occurring because of performance of this agreement.
4. No agency shall have liability for the failure of equipment supplied by the other.
5. Neither entity is responsible for providing insurance coverage for the other, regardless of location of activity.
6. Damage to Property, Risk of Loss and Liability.
  - (a) Each Party agrees to pay for any damage to the premises caused by its employees, students, invitees, and guests; ordinary wear and tear excepted.
  - (b) Except as provided in 6(a), if the premises are damages or destroyed by fire or other casualty so as to render the premises unavailable for use by the parties, the City shall not be obligated to repair or restore the premises in the event of such damage.
  - (c) Except as provided in 6(d), OTC retains the risk of loss of any equipment, props, training materials, or other property owned by OTC and use or stored on City Property, except due to willful misconduct by the City/SFD..
  - (d) Each party agrees to pay for damage caused by its employees, students, invitees and guests to any equipment, props, or other training materials provided by the other party for joint training use under this Agreement
  - (e) Liability: The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. OTC hereby agrees to assume responsibility for the liabilities imposed by law on this employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.

7. Consumable costs associated with education or training activities are the responsibility of the entity hosting training.
8. The primary point of contact between the FST and the SFD is designated as the FST Program Director and the SFD Assistant Fire Chief of Support Services.
9. The FST Program Director and SFD Assistant Fire Chief of Support Services will meet at least quarterly, or more frequently as needed, for the purposes of inter-agency coordination.
10. The SFD agrees to provide at least one dedicated classroom for use by the OTC FST program, Monday through Friday, between the hours of 08:00 and 22:00. Office space for instructor use will be provided adjacent to the classroom(s) in room A122. This space remains a part of the City of Springfield Continuity of Operations Plan (COOP), and may be used by the City without advanced notification upon activation of the COOP.
11. OTC agrees to clean and maintain the classrooms designated for the FST program consistent with the expectations of the SFD. OTC has permission to utilize the waste containers and dumpster for disposal of allowable trash items.
12. Upon ratification of this agreement, OTC agrees to provide compensation to the SFD in the amount of five-thousand (\$5,000) dollars on an annual basis, payable within thirty-days (30) of the beginning of each fiscal year. Compensation for 2021 shall be paid within 30 days of ratification of this agreement.
13. OTC agrees to waive all facility fees for sworn SFD members attending FST courses (only).
14. SFD agrees to provide OTC with access to: designated classrooms, the situational training room, training annex building, drill tower, and training grounds in support of the FST program. Use of the situational training room, training annex, drill tower and training ground shall be coordinated with the SFD Safety and Training Division. If OTC requires additional classroom space, OTC will schedule room use with the Assistant Fire Chief of Support Services.
15. Classroom upgrades completed at SFD Fire Station 6 / Springfield Police Department-South District Station provided by OTC will remain in place should termination of this agreement take place.
16. OTC agrees to provide and maintain a heavy-duty extractor at the SFD Training Annex for cleaning of firefighting personal protective equipment for use by the SFD and OTC.
17. Space and utility infrastructure will be provided within the SFD Training Annex for the addition of a breathing air cascade system provided by OTC, and for shared use by trained SFD and OTC personnel. The specifications and performance requirements of the breathing air cascade system shall be agreed upon by both parties. OTC shall be responsible for general

maintenance and repair of the breathing air cascade system. Air quality testing and need for sustainment beyond general maintenance shall be the responsibility of the SFD.

18. SFD agrees to provide a mutually agreed upon parking space for the fire engine owned by OTC.

19. OTC agrees to provide no-cost professional equivalency credit for applicable IFSAC certifications for sworn SFD personnel.

20. OTC agrees to coordinate with SFD on annual enhancement or sustainment using the state enhancement grant, 50/50 funding match, or other sources for capital equipment needs for the SRPFTC consistent with the needs identified in the SFD Training Center Master Plan, as well as the OTC/FST Strategic Plan.

21. Equipment may be shared between agencies if available through normal scheduling procedures. This may include training props and miscellaneous equipment.

22. Any resource available to either entity may be available for use by the other through proper scheduling.

23. SFD agrees to provide OTC with a storage building at the training annex for storage of equipment. Provision for use and storage of training props and/or equipment within the training annex warehouse may occur through coordination with the SFD. OTC agrees to provide necessary storage racks for equipment storage and agrees to maintain all props and equipment.

24. The City of Springfield is responsible for the maintenance, cleanliness, and readiness of any SFD equipment or facility being used.

24. OTC is responsible for the maintenance, sustainment, and operational readiness of information technology, to include cabling, computers, and projectors, utilized in the classrooms.

25. While on the SRPFTC grounds, the rules and regulations of the City of Springfield and the SFD are to be followed by all OTC instructors, staff and students. Copies of applicable documents will be available upon requested.

26. SFD personnel interacting with OTC students will abide by OTC policies governing proper conduct when working with or around the OTC students, in particular, those students considered minors under the law. Copies of applicable documents are available upon request.

27. Both parties agree to follow the current National Fire Protection Association (NFPA) requirement and other nationally recognized standards when using props, equipment, and facilities provided under this Agreement.

28. This agreement in no way binds each party from entering into other contracts for service or partnership.

29. All invoicing, billing, and payments required for outside evaluators for certification testing is the responsibility of the agency hosting training.

30. This agreement shall be valid from the date it is signed by the parties until June 30, 2026. Upon the end of the term, any needed revisions may be considered prior to renewal of the agreement. Either party wishing to terminate the agreement may do so with 30 days notice at the end of the agreement period.

31. This agreement may be terminated by either party for any or no cause at any time during the Initial Term or any Renewal term by providing at least ninety (90) days written notice to Lessor or Lessee. If notice to terminate is given by SFD, OTC shall be entitled to continue to occupy the premises and continue operations thereon until the conclusion of the academic year ending June 30<sup>th</sup>.

Agreed upon by:

Community College District of Central Southwest  
Missouri aka Ozarks Technical Community College:

City of Springfield:

\_\_\_\_\_  
Vice Chancellor for Administrative Services

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

Date:\_\_\_\_\_

Date:\_\_\_\_\_

One-rdg.   X    
P. Hrngs.             
Pgs.     8      
Filed           09-14-21          

Sponsored by     Simpson    

COUNCIL BILL   2021- 242   RESOLUTION                                   

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a grant of up to  
2 \$1,000,000 from the United States Economic Development  
3 Administration and the United States Department of Commerce for  
4 the purpose of further planning efforts and studies needed for the  
5 development of the Lake Springfield area in coordination with  
6 ForwardSGF Planning Efforts.  
7 \_\_\_\_\_  
8

9 WHEREAS, as part of the initiative to draft a new Comprehensive Plan to be  
10 known as ForwardSGF, the City and its consultants are developing individualized plans  
11 targeting four subareas located across Springfield for redevelopment with more flexible  
12 and adaptive land uses; and  
13

14 WHEREAS, one of the four identified subareas is Lake Springfield, a 1,000-acre  
15 area located on James River and Lake Springfield and directly adjacent to the  
16 Springfield Nature Center and several City parks and public sites that represents  
17 significant ownership of public land by the City, City Utilities, and the Park Board and  
18 that holds significant potential to create some unique and integrated recreational  
19 opportunities and amenities; and  
20

21 WHEREAS, a draft subarea plan for Lake Springfield and the other three  
22 subareas has been completed and is available for public review and comment on the  
23 ForwardSGF website; and  
24

25 WHEREAS, additional funds are required to take the general framework and  
26 recommendations set forth in the Lake Springfield subarea plan and develop a feasible  
27 and actionable plan for the area; and  
28

29 WHEREAS, this Council bill will authorize application for a grant of up to  
30 \$1,000,000 from the United States Economic Development Administration and the  
31 United States Department of Commerce to perform environmental, hydrological,  
32 cultural, recreational, transportation, facility, and economic development planning for the  
33 subarea.  
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

36 SPRINGFIELD, MISSOURI, as follows, that:

37  
38 Section 1 – The City Manager, or his designee, is hereby authorized to apply for  
39 a grant of up to \$1,000,000, from the United States Economic Development  
40 Administration and the United States Department of Commerce for the purpose of  
41 further planning efforts and studies needed for the development of the Lake Springfield  
42 area in coordination with ForwardSGF Planning Efforts.

43  
44 Section 2 – This Resolution shall be effective immediately upon adoption.

45  
46 Passed at meeting: \_\_\_\_\_

47  
48 \_\_\_\_\_  
49 Mayor

50  
51 Attest: \_\_\_\_\_, City Clerk

52  
53 Filed as Resolution \_\_\_\_\_

54  
55  
56 Approved as to form: Jill Bennis, Assistant City Attorney

57  
58  
59 Approved for Council action: Jason A. Hage, City Manager



## **EXPLANATION TO COUNCIL BILL 2021-242**

FILED 09-14-21

ORIGINATING DEPARTMENT: Economic Vitality

**PURPOSE:** A resolution authorizing the City Manager, or his designee, to apply for a grant of up to \$1,000,000 from the Economic Development Administration and the United States Department of Commerce for the purpose of further planning efforts and studies needed for the development of the Lake Springfield area in coordination with ForwardSGF Planning efforts.

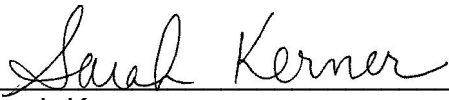
**BACKGROUND INFORMATION:** In 2019, the City kicked off the public input and drafting of a new Comprehensive Plan, to be known as “ForwardSGF.” A Comprehensive Plan is a blueprint for the future. It is a community vision that is intended to guide the City for the next 20 years. The Comprehensive Plan will result in a set of policies that direct future growth and development. Additionally, the creation of a Plan can lead to potential strategies that will help effectively guide City leaders with making substantive and thoughtful decisions for the community.

As part of the initiative to update the Comprehensive Plan, the City, and their consultants, Houseal Lavigne, are developing individualized plans targeting four subareas located across Springfield. Each of these planning efforts represents an opportunity for the City to establish goals and strategies to encourage and incentivize redevelopment with more flexible and adaptive land uses. Framework plans for each area will focus on the relationship that future development or redevelopment has with the public space, emphasizing better design and livability.

One of four identified subareas was Lake Springfield, a 1,000-acre area that represents significant ownership of public land by the City, City Utilities and Park Board. Located on James River and Lake Springfield, and directly adjacent to the Springfield Nature Center, and several City parks and public sites, this area of the community holds significant potential to create some unique and integrated recreational opportunities and amenities.

**REMARKS:** A draft subarea plan for Lake Springfield and the other three subareas have been completed and is available for public review and comment on the ForwardSGF website. (See “Exhibit A.”) Additional funds are required to take the general framework and recommendations set forth in the subarea plan and develop a feasible and actionable plan for the area. These grant funds from the Economic Development Administration, if awarded, will provide funding for the City to perform environmental, hydrological, cultural, recreational, transportation, facility, and economic development planning for the area.

Submitted by:

  
\_\_\_\_\_  
Sarah Kerner,  
Economic Development Director

Recommended by:

  
\_\_\_\_\_  
Sarah Kerner,  
Economic Development Director

Approved by:

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

# Exhibit A

## LAKE SPRINGFIELD SUBAREA OVERVIEW

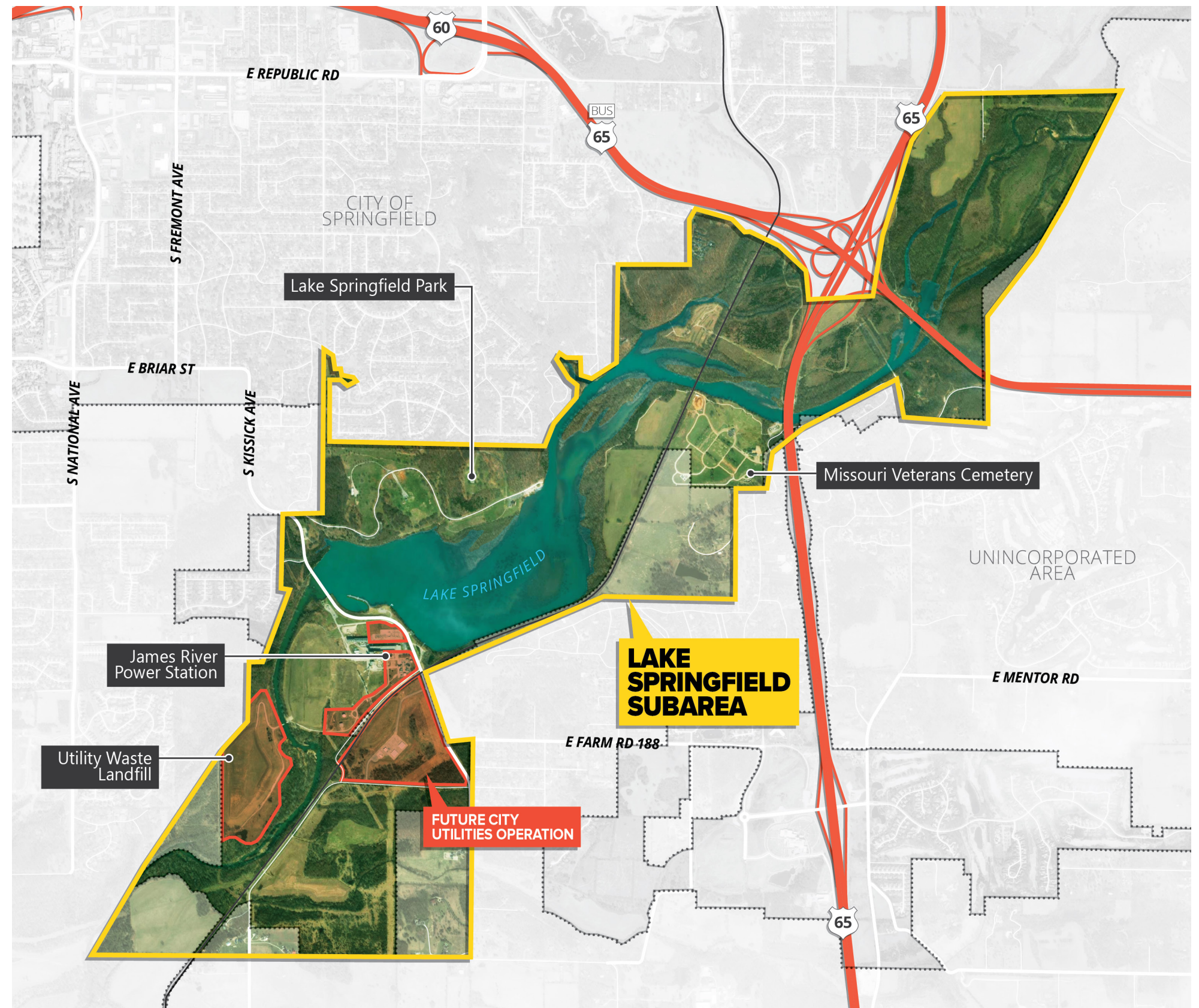
Lake Springfield was originally designed in 1957 by City Utilities to support the James River Power Plant. A dam was built on the James River, located at the southern end of the subarea to create an artificial cooling lake. In the early 1990s, the Missouri Department of Conservation partnered with City Utilities to construct a boat ramp, fishing dock, and several fishing platforms at Clay Henshaw Memorial Access and Southwood Access. Today, the lake provides opportunities for boating, fishing, and water sports, in addition to picnicking in Lake Springfield Park, hiking along trails, and enjoying the scenic views.

### VISION

The Lake Springfield subarea is a key natural asset to the Springfield community and the surrounding region. While it currently offers a variety of recreational amenities, such as trails, fishing docks, and boat access, there is significant opportunity to enhance the area into the recreational focal point of the region. This includes expanding water sports opportunities through improved water access and drop-off points, connecting the trail system to the regional network, and exploring new creative and cutting-edge recreational activities. The decommissioning of the James River Power Station also presents a unique opportunity for adaptive reuse of the facility and repurposing of the larger site for active recreation.

### NEED FOR A MASTER PLAN

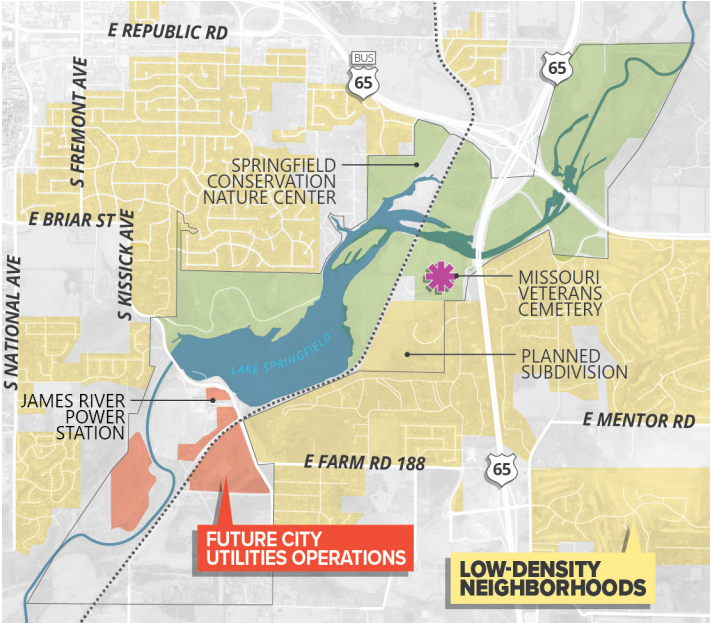
The Lake Springfield subarea covers an expansive amount of property, from north of U.S. Route 60 downstream to south of the James River Power Station. Considering this, the subarea framework provides a high-level overview of existing conditions and highlights important issues and opportunities for improvement. It sets the foundation for undertaking key improvements as well as developing a more-detailed study. The City should conduct a specific master plan to fully assess limitations, environmental constraints, feasible improvements, and recreational expansion opportunities.





# LAKE SPRINGFIELD

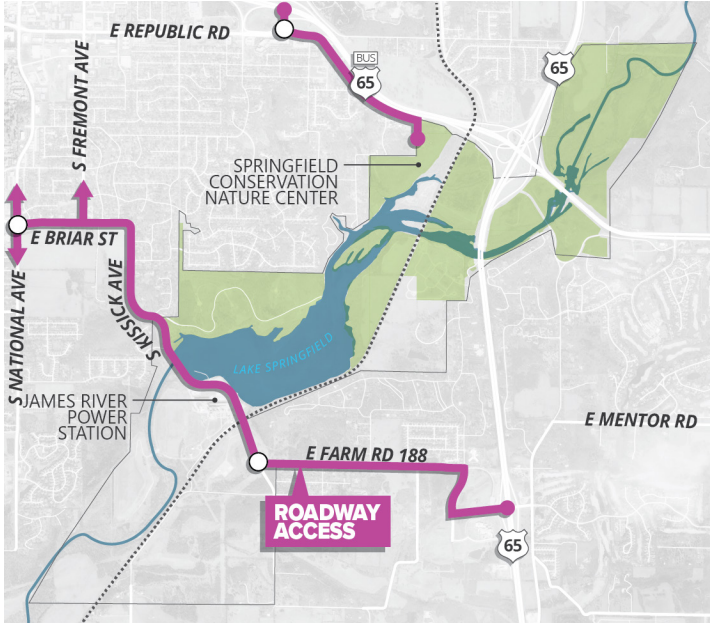
## EXISTING CONDITIONS



### DEVELOPMENT TYPE

The majority of the subarea is made up of natural open space, including Lake Springfield, the James River, wooded areas, bluffs, and open parkland. The retired James River Power Station is a distinct heavy industrial use located at a focal point of the subarea. While retired, certain portions of the Station will remain active for City Utility operations and must be preserved, including the Utility Waste Landfill, substations, propane air peak-shaving plant, fueling infrastructure, and combustion turbines.

Adjacent to the subarea, low-density single-family development has occurred on both the western and eastern sides of the Lake. A new residential subdivision is planned for directly south of the Missouri Veterans Cemetery, which also has plans for expansion. As the subarea is transformed into a regional activity center for recreation, it is important that the natural character of the area is preserved, which includes the discouragement of higher-density residential development along its periphery. Future trails and recreational uses on the eastern end of the Lake will require coordination with the Cemetery's expansion plans.



### ROADWAY ACCESS

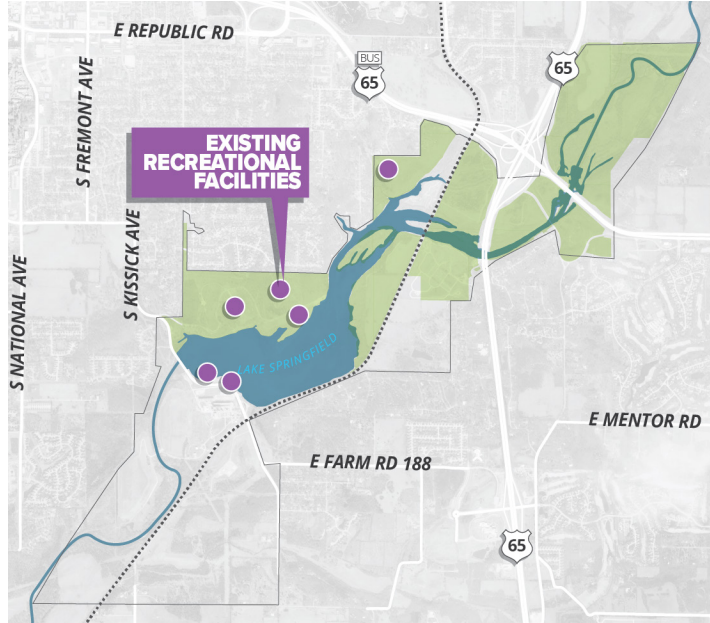
Road access to the subarea is currently limited. It can be primarily accessed by Kissick Avenue, which connects to US-65 to the east via Farm Road 188, and National Avenue or Fremont Avenue to the west via Briar Street. As most travel via Fremont Avenue to avoid the traffic signal on National Avenue, the roadway should be considered for widening together with a new multi-use path that ties to the recently completed side path further north between Sunset Street and Battlefield Road. The Springfield Conservation Nature Center located to the north can be accessed by Nature Center Way, which connects to Republic Road and the James River Freeway.



### TRAIL NETWORK

A series of trails exist within the subarea, including Lake Springfield Park Trail, James River Greenway Trail, and Greater Ozarks Audubon Trail within Lake Springfield Park; Nature Center Trail within Nature Center Park; James River Greenway Trail of Honor along the eastern side of the lake near the Missouri Veterans Cemetery; and Galloway Creek Greenway that connects northward past Galloway to Lone Pine Park as well as to the South Creek Greenway Trail.

The internal system, however, is missing key connectivity to the regional network. Existing trails should continue to be maintained while pursuing opportunities to increase connections between trails on the north and south side of the River and to the surrounding trail and bike route network. This should be done through close collaboration with Ozark Greenways and the Springfield-Greene County Park Board. In addition, the existing water trail could be continued to the south of Lake Springfield and the dam if a portage area were established at the power station. The City should also consider opening the Nature Center Trail to dogs and bicyclists, which are currently prohibited, as it is the only connection between Nature Center Way and the Galloway Creek Greenway.

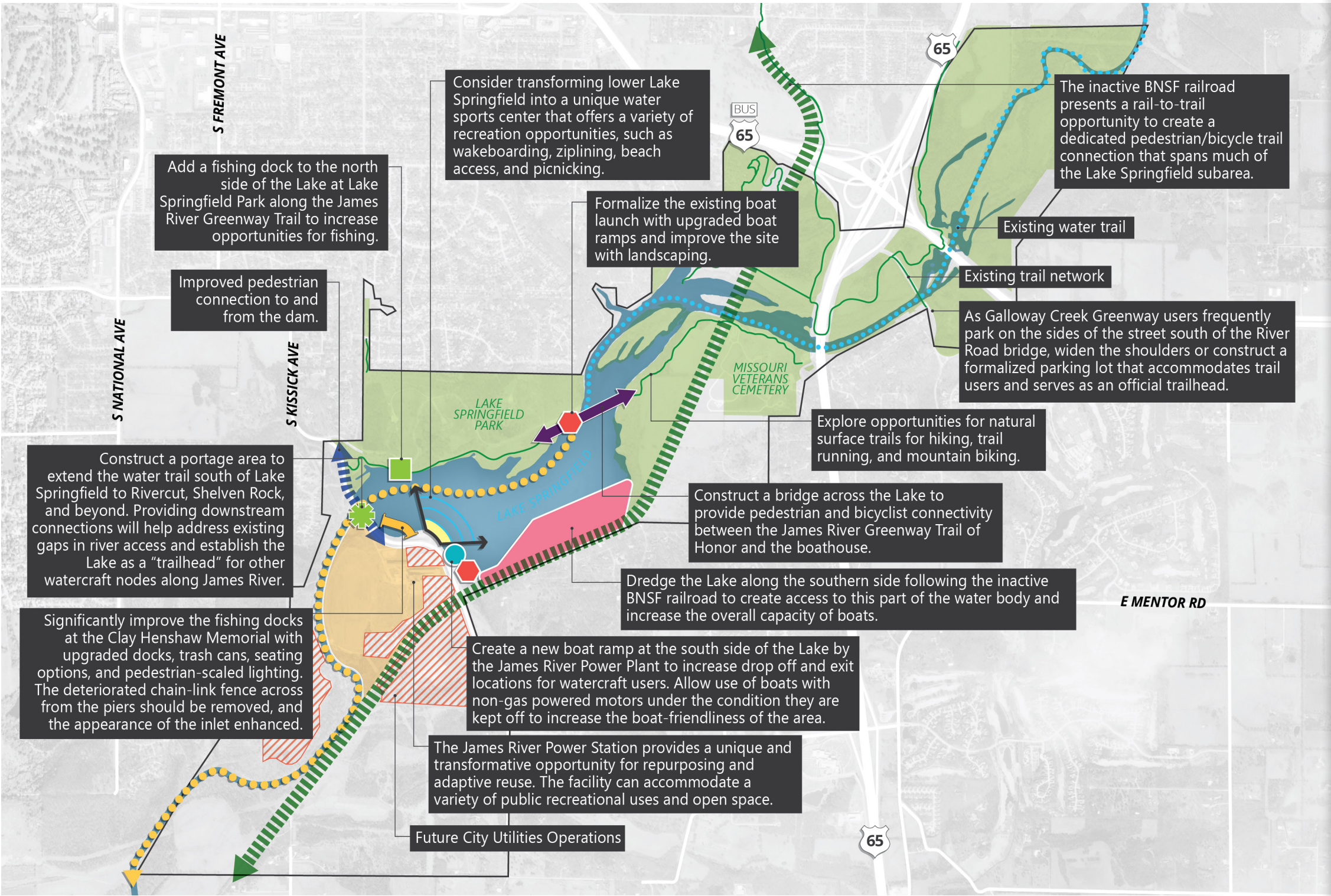


### RECREATIONAL FACILITIES

The subarea contains a variety of recreational facilities, including public boat launches, fishing docks, the Lake Springfield Park boathouse, Northwoods Pavilion, Hilltop Pavilion and Playground, and the Springfield Conservation Center. Recreational equipment rentals are offered at some of these facilities, including canoe, paddleboard, and kayak rentals. These facilities should continue to be maintained while seeking opportunities to enhance them, such as improved lighting, new public restrooms, upgraded structures, exercise equipment, and additional outdoor seating options.



LAKE SPRINGFIELD  
**SUBAREA FRAMEWORK**



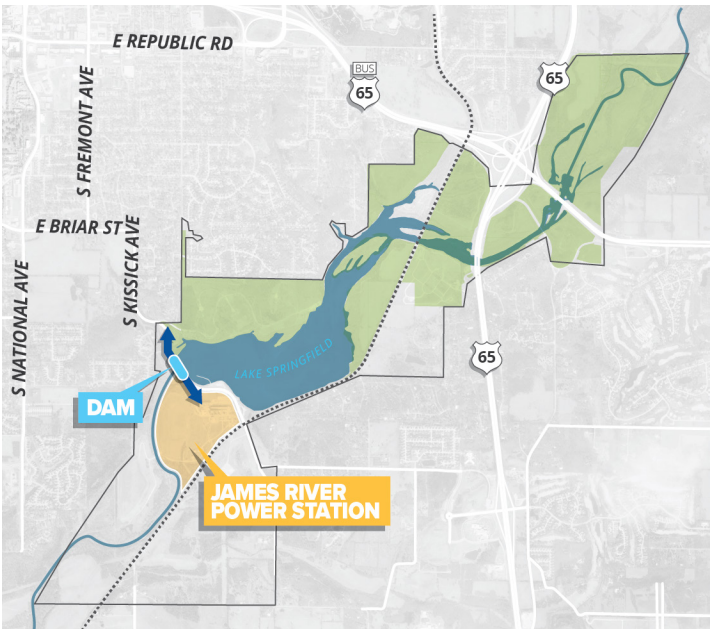
**CASE STUDY:**  
**THREE OAKS RECREATION**

Located in the City of Crystal Lake, Illinois, Three Oaks Recreation Area is a reclaimed abandoned quarry that was repurposed into a state-of-the-art water recreation center. Offering outdoor recreation opportunities for all ages and a popular destination for many, the center includes watercraft rentals, scuba diving, picnic areas, fishing, a kid-friendly spray park, and overlook points. The recreation areas is divided into two functional areas, with the northern portion of the lake activated by a cable wake park and restaurant, and the southern portion providing more passive recreation opportunities including a naturalized lake for kayaking.

A similar water recreation center could be incorporated into the subarea at the existing James River Power Plant site. This would require alterations to the site, including removing inactive industrial infrastructure next to the plant building to clear space for amenities like picnic and grill areas, sand volleyball, rental facilities, and public bathrooms. While the western portion of the Lake could be activated as such with the repurposed plant as its anchor, the naturalized, passive character of the eastern portion of Lake Springfield should be maintained. Further, the water area east of the plant across Kissick Avenue could be improved into a man-made beach and swimming area, with paddle boarding and a cable wake park located further north along the Lake. Highly visible pedestrian crossings would need to be implemented along Kissick Avenue to ensure pedestrian safety when crossing to the water area.



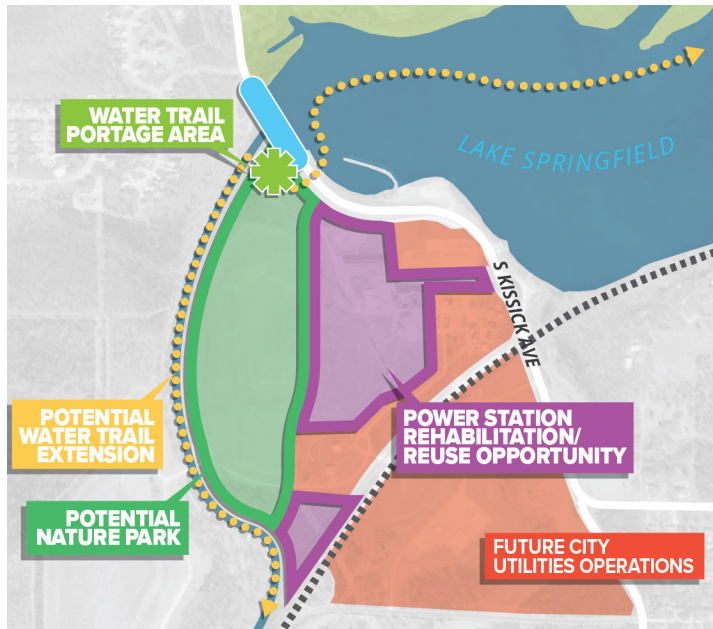
# LAKE SPRINGFIELD SUBAREA FRAMEWORK



# DAM

Located at Kissick Avenue, the dam is a critical component of the subarea having formed Lake Springfield. It is currently owned and maintained by City Utilities, however, with the retirement of the James River Power Station, there is no longer an operational need for the dam. Moving forward, the future of the dam, including ownership and maintenance will need to be addressed. Meanwhile the City should work with City Utilities to make sure regular inspections and maintenance continue to be conducted. Upgrades should be made as necessary to ensure it remains safe and structurally sound for the long term.

Additionally, the dam currently includes a narrow, protected walking path along its northern side. Pedestrian connectivity across the Lake should be further improved by constructing trails leading to and from the dam that connects to the surrounding trail system. There is also opportunity to continue water access south of the dam along the James River with the development of a portage area at the James River Power Station.



# JAMES RIVER POWER STATION

The decommissioned James River Power Plant occupies a significant amount of space in the subarea and provides a unique and transformative opportunity through adaptive reuse. Considering its size, the facility could be rehabilitated into a variety of different uses, though commercial development is not likely due to its remote location. While the plant's anticipated adaptive reuse is an institutional anchor, such as a school or extension campus for one of Springfield's universities, other options could be a new recreation center, museum, and/or offices for the Springfield-Greene County Park Board. Small dining options or concessions, bike rentals, and other amenities should be incorporated to further activate the site.

The City should also assess the feasibility of redeveloping the detention pond adjacent to the plant along with the need for additional environmental remediation for public recreational use. The pond could be transformed into a nature park with a trail looping round the pond, native plant species, viewing piers, a board walk, and seating areas. Any future redevelopment must preserve active City Utilities Operation areas and will likely require an air permit, stormwater improvements, and easements for electric, water, and gas lines. There is potential to reduce the combustion turbine infrastructure located south of the plant, though it would require a relocation project to move some of the refueling infrastructure.



## RAIL-TO-TRAIL OPPORTUNITY

In partnership with Ozark Greenways, the Ozark Transportation Organization is in the process of constructing the Chadwick Flyer Trail along the inactive BNSF railroad track in accordance with the 2017 OTO Bicycle and Pedestrian Trail Investment Study. This trail will extend from the James River Greenway Trail of Honor near the Missouri Veterans Cemetery south to the City of Ozarks. The Chadwick Flyer Trail will significantly improve pedestrian and bike connectivity along the eastern side of the Lake as well as to residential neighborhoods south of the sub-area. An extension northward reaching as far north as Sunshine Street is also currently being considered, which would establish a connection across the Lake at the northern portion of the subarea, and create opportunities to link to the Nature Center Trail, Trail of Honor, and Galloway Creek Trail.

The water trail should also be extended south of the dam to increase water access along the James River. As the existing low water bridge connecting to the Utility Waste Landfill would act as a barrier, a solution must be created for watercraft passage, such as constructing a walkaround area or a new bridge with passable height. An alternative location for the landfill could instead be considered to remove the bridge, which would require U.S. Army Corps of Engineers permitting.



## WAYFINDING SIGNAGE

Alternative routes to the subarea should be explored to increase vehicular access, while incorporating wayfinding signages from National Avenue and U.S. Route 60 at all major intersections and turning points. Wayfinding signage can be effective in guiding visitors and residents into the James River Power Station site. Potential wayfinding signages can be located in the following intersections:

- National Avenue/Brair Street
- Brair Street/Kissick Avenue
- Kisick Avenue/Lake Springfield Park Road
- Kissick Avenue/Farm Road 188
- Farm Road 188/Southwood Road
- the Southwood Road roundabout
- East River Bluff Road and U.S. Route 65 off-ramps
- Republic Road/U.S. Route 60/U.S. Route 65 Business offramps
- Republic Road/Nature Center Way.

Coordination with MoDOT will be necessary to enhance wayfinding from U.S. Route 60, U.S. Route 65, and U.S. Route 65 Business.

One rdg.   X    
P. Hrngs.             
Pgs.   42    
Filed:   09-14-21  

Sponsored by:   Ollis  

First Reading:                                 

Second Reading:                                 

COUNCIL BILL   2021-243  

SPECIAL ORDINANCE                                 

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Crisis Cooperative  
2 Agreement grant from the Missouri Department of Health and Senior  
3 Services in the amount of \$432,334, for use by the Springfield-  
4 Greene County Health Department; amending the Fiscal Year 2021-  
5 2022 budget in the amount of \$432,334, for the purpose of  
6 appropriating the grant funds; and declaring that this bill qualifies for  
7 approval in one reading.  
8  
9

10 WHEREAS, the City has the opportunity, through the Springfield-Greene County  
11 Health Department ("SGCHD"), to accept grant funding from the Missouri Department of  
12 Health and Senior Services ("DHSS") to aid in SGCHD's response to the COVID-19  
13 pandemic; and  
14

15 WHEREAS, SGCHD will use the grant funds to assure adequate response to  
16 COVID-19 for local public health and healthcare preparedness related to monitoring,  
17 epidemiology, laboratory capacity, infection control, mitigation, communications, and  
18 other preparedness response activities associated with COVID-19.  
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 authorizes the City Manager, or his designee, to  
24 accept grant funds in the amount of \$432,334, for use by the Springfield-Greene County  
25 Health Department as set forth in "Exhibit A," attached hereto and incorporated herein  
26 by this reference, and to do all things necessary to carry out the intent of the grant,  
27 including execution of the grant contract.  
28

29 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in  
30 the accounts and in the amounts as shown on Budget Adjustment No. 019, a copy of  
31 which is attached hereto and incorporated herein by this reference as "Exhibit B."  
32

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

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

43        Section 5 – City Council hereby finds and declares this Ordinance relates to  
44 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the  
45 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance  
46 shall be in full force and effect from and after passage.  
47

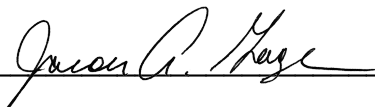
48 Passed at meeting: \_\_\_\_\_  
49

50 \_\_\_\_\_  
51 Mayor  
52

53 Attest: \_\_\_\_\_, City Clerk  
54

55 Filed as Ordinance: \_\_\_\_\_  
56

57  
58 Approved as to form: , Assistant City Attorney  
59

60  
61 Approved for Council action: , City Manager



## EXPLANATION TO COUNCIL BILL 2021-243

FILED 09-14-21

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept a Crisis Cooperative Agreement grant from the Missouri Department of Health and Senior Services in the amount of \$432,334, for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$432,334, for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The funding from Missouri Department of Health and Senior Services ("DHSS") will be used by the Springfield-Greene County Health Department ("SGCHD") to assure adequate response to COVID-19 for local public health and healthcare preparedness related to monitoring, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness response activities associated with COVID-19.

This budget adjustment accepts the increase in funds and budgets the amount of \$432,334, in expenditures in the SGCHD Fiscal Year 2021-2022.

As this Ordinance is for a contract for a state grant, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted by:

Brad Stulce, Public Health Resource Manager  
Preparer's Name, Title

Recommended by:



Katie Towns  
Director of Health and Public Welfare

Approved by:



Jason Gage  
City Manager



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

**Exhibit A**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

|                                     |                                                        |                                                                      |
|-------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------|
| <b>Tracking #</b><br>50235          | <b>Contract Title:</b><br>CRISIS COOPERATIVE AGREEMENT |                                                                      |
| <b>Contract Start:</b><br>3/16/2020 | <b>Contract End:</b><br>3/15/2022                      | <b>Questions/Please Contact:</b><br>PROCUREMENT UNIT @ (573)751-6471 |
| <b>Contract #:</b>                  |                                                        | <b>Amend #:</b><br>00                                                |

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

|                                                                                                          |                          |
|----------------------------------------------------------------------------------------------------------|--------------------------|
| NAME OF ENTITY/INDIVIDUAL (Contractor)<br>SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT                  |                          |
| DOING BUSINESS AS (DBA) NAME                                                                             |                          |
| MAILING ADDRESS<br>227 EAST CHESTNUT EXPRESSWAY                                                          |                          |
| CITY, STATE, and ZIP CODE<br>SPRINGFIELD MO 65802                                                        |                          |
| REMIT TO (PAYMENT) ADDRESS (if different from above)                                                     |                          |
| CITY, STATE, and ZIP CODE                                                                                |                          |
| CONTACT PERSON                                                                                           | EMAIL ADDRESS            |
| PHONE NUMBER                                                                                             | FAX NUMBER               |
| TAXPAYER ID NUMBER (TIN)<br>*****0268                                                                    | DUNS NUMBER<br>006852255 |
| CONTRACTOR'S AUTHORIZED SIGNATURE                                                                        | DATE                     |
| PRINTED NAME                                                                                             | TITLE                    |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES<br>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | DATE                     |

**Crisis Cooperative Agreement  
Springfield/Greene County Health Department**

**1. GENERAL**

- 1.1 The contract amount shall not exceed \$432,334.00 for the period of March 16, 2020 through March 15, 2022.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
  - 1.3.3 Taxes (e.g., city/county/state/federal)
  - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
  - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
  - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Crisis Cooperative Agreement  
Program Contact: Genevieve Weseman  
Address: P.O. Box 570, Jefferson City, MO 65102-0570  
Phone: 573-526-9796  
Email: [Preparedness@health.mo.gov](mailto:Preparedness@health.mo.gov)

**2. PURPOSE**

- 2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

**3. DEFINITIONS**

- 3.1 Director of Local Public Health Agency: Referred to herein as "Administrator."

## **Crisis Cooperative Agreement Springfield/Greene County Health Department**

- 3.2 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).
- 3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.
- 3.4 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
- 3.5 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.
- 3.6 Coronavirus (COVID-19): An illness caused by a virus that can spread from person to person. The virus that causes COVID-19 is a new coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild (or no symptoms) to severe illness.

#### **4. DELIVERABLES AND OUTCOMES**

- 4.1 The Contractor shall complete the following Federal Emergency Management Agency (FEMA) Independent Study Program courses, <https://training.fema.gov/is/crslist.aspx>:
- IS-100 – Introduction to Incident Command System (ICS),
  - IS-200 – Basic Incident Command System,
  - IS-700 – Introduction to the National Incident Management System (NIMS),
  - IS-800B – Introduction to the National Response Framework.
  - ICS 300 – Intermediate Incident Command System
  - ICS 400 – Advanced Incident Command System (Must be completed by command staff only)

**Crisis Cooperative Agreement  
Springfield/Greene County Health Department**

- 4.1.1 The courses must be completed by March 15, 2022.
- 4.1.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all ICS and NIMS courses.
- 4.2.1 The Contractor shall use these funds to assure adequate response to COVID-19 for local public health and healthcare preparedness related to surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities associated with COVID-19 response activities and otherwise allowable under this guidance. The contractor will submit mid-year progress report by September 30 and annual progress report by February 28.
- 4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at [DRMS@health.mo.gov](mailto:DRMS@health.mo.gov). The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.
- 4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to: [Preparedness@health.mo.gov](mailto:Preparedness@health.mo.gov).
- 4.5 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings and/or conference calls.
- 4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at <https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis>.
- 4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: <http://sl.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf>

**Crisis Cooperative Agreement**  
**Springfield/Greene County Health Department**

- 4.8 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.
- 4.9 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.
- 4.10 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system.  
<https://www.mo-hns.org/>
- 4.11 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.
- 4.12 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.
- 4.13 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,
- 4.14 By March 15, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department preparedness funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>. Submit this form electronically to OEC at [Preparedness@health.mo.gov](mailto:Preparedness@health.mo.gov).
- 4.15 By March 15, the Contractor shall submit to OEC a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.
  - 4.15.1 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>. Submit this report electronically to OEC at [Preparedness@health.mo.gov](mailto:Preparedness@health.mo.gov).
- 4.17 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and incorporated by reference as

## **Crisis Cooperative Agreement Springfield/Greene County Health Department**

if fully set forth herein, for a map of Missouri's Healthcare Coalitions and a point of contact for each Healthcare Coalition. Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF #8) at the local and regional level. (See Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein, for healthcare coalitions – frequently asked questions).

- 4.18 By March 15 at least one staff member of the Contractor will have completed WebEOC training.
- 4.19 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).
- 4.20 Work Plan Deliverables:
  - 4.20.1 The Contractor shall select a minimum of one Domain within the six (6) Domains to work on during the contract period to ensure selected Domain(s) are completed within the contract period ending March 15.
  - 4.20.2 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>.
  - 4.20.3 By September 30, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

### **5. REPORTS**

- 5.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 5.2 The Contractor shall submit Semi-Annual Reports of activities to OEC by September 30, and February 28. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at <http://clphs.health.mo.gov/lphs/gcu.php>

**Crisis Cooperative Agreement**  
**Springfield/Greene County Health Department**

- 5.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at risk individuals. Using the file library within WebEOC, <https://webeoc.sema.dps.mo.gov/eoc7/>, locate your LPHA by name and upload your JRA.

**6. BUDGET AND ALLOWABLE COSTS**

- 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and incorporated by reference as if fully set forth herein.
- 6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 6.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 6.4 Indirect costs
- 6.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 6.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.



**Crisis Cooperative Agreement**  
**Springfield/Greene County Health Department**

- 6.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 6.5. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 6.6 The Contractor must have the prior written approval of the Department for any travel related expenses.
  - 6.6.1 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
  - 6.6.2 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 6.6.3 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 6.7 The Contractor shall follow competitive procurement practices.

**7. INVOICING AND PAYMENT**

- 7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
  - 7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

**Crisis Cooperative Agreement  
Springfield/Greene County Health Department**

- 7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 7.5 The Contractor shall submit invoices to:  
Missouri Department of Health and Senior Services  
Office of Emergency Coordination  
P.O. Box 570  
Jefferson City, MO 65102-0570
- 7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:  
  
Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570
- 7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

**Crisis Cooperative Agreement  
Springfield/Greene County Health Department**

- 7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

**8. AMENDMENTS**

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

**9. RENEWALS**

- 9.1 The parties may renew the agreement for one (1) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

**10. MONITORING**

- 10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

**11. DOCUMENT RETENTION**

- 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

**Crisis Cooperative Agreement**  
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- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

**12. CONFIDENTIALITY**

- 12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

**13. LIABILITY**

- 13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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- 13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

**14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

**15. AUTHORIZED PERSONNEL**

- 15.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

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- 15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 15.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 15.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 15.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

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- 15.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 15.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**16. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

- 16.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 16.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 16.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 16.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

**17. TERMINATION**

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- 17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
  - 17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 17.1.2 A change in federal or state law relevant to this contract occurs; or
  - 17.1.3 A material change of the parties to the contract occurs; or
  - 17.1.4 By request of the Contractor.
- 17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
  - 17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

**18. SUBCONTRACTING**

- 18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the



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Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
  - 18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATIONS AND SPECIAL PROVISIONS****4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

## CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

### 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
  - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
  - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
  - 6.1.9 Missouri Governor's E.O. #10-24; and

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.  
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
  - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.



**SUBRECIPIENT SPECIAL CONDITIONS****1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

## MISSOURI HEALTHCARE COALITIONS



| Healthcare Coalition (HCC) Contacts                                                                                |                                                                                                                        |                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Region A                                                                                                           | Non-Urban Rural                                                                                                        | Region C                                                                                                                                                 |
| Erin Lynch<br>Mid-America Regional Council<br><a href="mailto:elynch@marc.org">elynch@marc.org</a><br>816-701-8390 | Jackie Gatz<br>Missouri Hospital Association<br><a href="mailto:jgatz@mhanet.com">jgatz@mhanet.com</a><br>573-893-3700 | Dale Chambers<br>St. Louis Area Regional Response System<br><a href="mailto:Dale.Chambers@ewgateway.org">Dale.Chambers@ewgateway.org</a><br>314-421-4220 |

## HEALTHCARE COALITION FREQUENTLY ASKED QUESTIONS

### **What is a regional healthcare coalition?**

Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as “a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations.”

### **Who are members of the regional healthcare coalitions?**

Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

### **What is public health's role in the regional HCCs?**

Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

### **What is the role of a regional healthcare coalition during and in preparation for an emergency response?**

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared

## HEALTHCARE COALITION FREQUENTLY ASKED QUESTIONS

to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

### **How do the HCCs relate to the LPHAs' PHEP responsibilities?**

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**Subrecipient Annual Financial Report**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--|----------------------------------------------------------------|--|
| 1. Contractor Name and Complete Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |  |                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
| 2. Contract Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | 3. Contract Period (MM/DD/YY)        |  | 4. Contractor Identifying Number (optional)                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | From: To:                            |  |                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
| 5. DUNS Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 6. EIN                               |  | 7. Report Type                                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  | <input type="checkbox"/> Annual <input type="checkbox"/> Final |  |
| <b>8. Transactions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                      |  |                                                                |  |
| <b>Contract Expenditures:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                      |  |                                                                |  |
| 8a. Total contract funds authorized:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                      |  |                                                                |  |
| 8b. Total expenditures:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |  |                                                                |  |
| 8c. Unspent balance of contract funds (line a minus b):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |  | \$0.00                                                         |  |
| <b>Match Requirements (if required by the contract):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                      |  |                                                                |  |
| 8d. Total match required:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                      |  |                                                                |  |
| 8e. Total match expenditures:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                      |  |                                                                |  |
| 8f. Remaining match to be provided (line d minus e):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                      |  | \$0.00                                                         |  |
| 9. Remarks: Attach any explanations deemed necessary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                      |  |                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
| 10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). |  |                                      |  |                                                                |  |
| 11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 11b. Telephone (Including Area Code) |  | 11c. Email Address                                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |
| 11d. Signature of Authorized Certifying Official of the Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                      |  | 11e. Date Report Submitted (MM/DD/YY)                          |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                      |  |                                                                |  |

MO 580-3091 (05-17)

| <b>Springfield/Greene County Health Department</b><br><b>Crisis Cooperative Agreement</b> |         |                                                                                                 |
|-------------------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------|
| Category                                                                                  | Budget  | Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only) |
| Personnel Services                                                                        | 145,757 | 145,757                                                                                         |
| Fringe Benefits                                                                           | 51,015  | 51,015                                                                                          |
| Travel                                                                                    | 10,000  | 10,000                                                                                          |
| Equipment (*see definition below)                                                         |         |                                                                                                 |
| Supplies                                                                                  | 186,251 | 186,251                                                                                         |
| Other                                                                                     | 8       | 8                                                                                               |
| Contractual                                                                               |         |                                                                                                 |
| Contractor                                                                                |         | 0                                                                                               |
| Subcontractor #2 (Enter Name)                                                             |         | 0                                                                                               |
| Subcontractor #3 (Enter Name)                                                             |         | 0                                                                                               |
| Subcontractor #4 (Enter Name)                                                             |         | 0                                                                                               |
| Subcontractor #5 (Enter Name)                                                             |         | 0                                                                                               |
| Total Direct Costs                                                                        | 393,031 |                                                                                                 |
| Indirect (Administrative) Cost                                                            | 39,303  |                                                                                                 |
| <b>TOTAL CONTRACT</b>                                                                     | 432,334 |                                                                                                 |
| If your organization does not have an approved federally negotiated Indirect              |         | 10.00%                                                                                          |
| Does your organization have an approved federally negotiated Indirect Cost                |         | No                                                                                              |
| Provide in the space below a summary of how you calculated your Indirect                  |         |                                                                                                 |

**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- |                      |                                                                                                                                                                                                                                                                                                 |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                      |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.                                                                                                           |

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**  
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under Crisis Cooperative Agreement (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT 2**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- |               |                                                                                                                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>BOX A:</b> | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| <b>BOX B:</b> | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> .                        |
| <b>BOX C:</b> | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> .                   |

**EXHIBIT 2, continued**

**BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **8. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **9. BANKRUPTCY OR INSOLVENCY**

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **12. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **13. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **14. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

|                            |                                                                                                                                                                     |                      |             |                            |                    |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------|----------------------------|--------------------|
| <b>Tracking #</b>          | 50235                                                                                                                                                               | <b>State:</b> 0%     | \$0.00      | <b>Federal:</b> 100%       | \$432,334.00       |
| <b>Contract Title:</b>     | CRISIS COOPERATIVE AGREEMENT                                                                                                                                        |                      |             |                            |                    |
| <b>Contract Start:</b>     | 3/16/2020                                                                                                                                                           | <b>Contract End:</b> | 3/15/2022   | <b>Amend#:</b> 00          | <b>Contract #:</b> |
| <b>Vendor Name:</b>        | SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT                                                                                                                       |                      |             |                            |                    |
| <b>CFDA:</b> 93.354        | <b>Research and Development:</b> N                                                                                                                                  |                      |             |                            |                    |
| <b>CFDA Name:</b>          | PUBLIC HEALTH EMERGENCY RESPONSE: COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE                                                       |                      |             |                            |                    |
| <b>Federal Agency:</b>     | DEPARTMENT OF HEALTH AND HUMAN SERVICESCENTERS FOR DISEASE CONTROL AND PREVENTION                                                                                   |                      |             |                            |                    |
| <b>Federal Award:</b>      | 1NU90TP922111-00, 6NU90TP922111-01-01, 6NU90TP922111-01-02, 6NU90TP922111-01-03, 6NU90TP922111-01-04, 6NU90TP922111-01-05, 6NU90TP922111-01-06, 6NU90TP922111-01-07 |                      |             |                            |                    |
| <b>Federal Award Name:</b> | MISSOURI PUBLIC HEALTH CRISIS RESPONSE                                                                                                                              |                      |             |                            |                    |
| <b>Federal Award Year:</b> | 2020                                                                                                                                                                | <b>DHSS #:</b>       | TP922111-01 | <b>Federal Obligation:</b> | \$432,334.00       |

\* The Department will provide this information when it becomes available.

**Project Description:**

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities in response to COVID19 pandemic.

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
019

Revenues:

| Fund                   | Dept | Org   | Account | P&G | Location | Amount     | Description                                   |
|------------------------|------|-------|---------|-----|----------|------------|-----------------------------------------------|
| 27270                  | 11   | 50010 | 416010  |     |          | \$ 432,334 | Crisis Cooperative Agreement (COAG) CDC Grant |
| Net Revenue Adjustment |      |       |         |     |          | \$ 432,334 |                                               |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G | Location | Amount     | Description                                   |
|----------------------------|------|-------|---------|-----|----------|------------|-----------------------------------------------|
| 27270                      | 11   | 50010 | 500110  |     |          | \$ 432,334 | Crisis Cooperative Agreement (COAG) CDC Grant |
| Net Expenditure Adjustment |      |       |         |     |          | \$ 432,334 |                                               |

Fund Balance Appropriation:

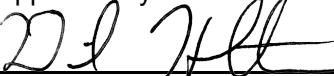
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2021-22 budget by appropriating grant funds from the CDC for Public Health Crisis Response.

Requested By:

  
Department Head 9/15/21  
Date

Approved By:

  
Director of Finance 9/15/21  
Date

City Manager Date

Authorization:

Council Bill No. 2021-243  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_



One rdg.   X    
P. Hmgs.             
Pgs.   25    
Filed:   09-14-21  

Sponsored by:   Lear  

First Reading:                     

Second Reading:                     

COUNCIL BILL   2021- 244  

SPECIAL ORDINANCE                     

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept a grant  
2 from the Missouri Department of Transportation, providing for a  
3 grant of funds under Section 226.225 RSMo, to the City, by and  
4 through the Springfield-Branson National Airport Board, for the  
5 construction of an extension to the existing cargo apron at  
6 Springfield-Branson National Airport; appropriating \$500,000 of  
7 Springfield-Branson National Airport funds; amending the budget of  
8 the Springfield-Branson National Airport Board for Fiscal Year  
9 2021-2022 in the amount of \$1,000,000; and declaring that this bill  
10 qualifies for approval in one reading.  
11  
12

13 WHEREAS, the City, by and through the Springfield-Branson National Airport  
14 Board ("Airport Board"), has applied to the Missouri Department of Transportation  
15 ("MoDOT") for a grant of funds under section 226.225 RSMo; and  
16

17 WHEREAS, MoDOT has agreed to award funds to the City with the  
18 understanding that such funds will be used in conjunction with matching funds provided  
19 by the Springfield-Branson National Airport in the amount of \$500,000 to fund the  
20 construction of an extension of the existing cargo apron at Springfield-Branson National  
21 Airport; and  
22

23 WHEREAS, MoDOT and the City desire to enter into an agreement to govern the  
24 terms of this grant.  
25

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

29 Section 1 – City Council hereby authorizes the City Manager, or his designee, to  
30 apply for and accept grant funds from MoDOT, and to execute an agreement between  
31 the City and MoDOT, said agreement to be substantially in form and content as that  
32 document attached hereto and incorporated herein by reference as "Exhibit A."  
33

34        Section 2 – City Council hereby authorizes the City Manager, or his designee, to  
35 appropriate up to \$500,000 of Springfield-Branson National Airport funds for Fiscal Year  
36 2021-2022, to match the grant of funds from MoDot.  
37

38        Section 3 – City Council hereby amends the budget for Fiscal Year 2021-2022 of  
39 the Airport Board in the accounts and in the amounts as shown on Budget Adjustment  
40 No. 018, a copy of which is attached hereto and incorporated herein by reference as  
41 “Exhibit B.”  
42

43        Section 4 – City Council hereby finds that the budget adjustment made above  
44 has been recommended by the City Manager and further finds that the budget  
45 adjustment herein is necessary to meet the need for relevant public expenditure.  
46

47        Section 5 – City Council hereby directs the City Manager to cause the  
48 appropriate accounting entries to be made in the books and records of the City. In the  
49 event additional funding is provided under this grant by the grantor, the Director of  
50 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20  
51 percent of the total grant sum.  
52

53        Section 6 – City Council hereby finds and declares that this Ordinance authorizes  
54 entering into a contract with a state or federal government agency for the purpose of  
55 receiving grant monies from the same and may be passed as a one-reading ordinance  
56 pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force  
57 and effect from and after passage.  
58

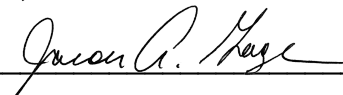
59  
60 Passed at meeting: \_\_\_\_\_  
61

62 \_\_\_\_\_  
63 Mayor  
64

65  
66 Attest: \_\_\_\_\_, City Clerk  
67

68 Filed as Ordinance: \_\_\_\_\_  
69

70  
71 Approved as to form:  \_\_\_\_\_, Assistant City Attorney  
72

73  
74 Approved for Council action:  \_\_\_\_\_, City Manager

## EXPLANATION TO COUNCIL BILL 2021- 244

FILED: 09-14-21

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to apply for and accept a grant from the Missouri Department of Transportation ("MoDOT"), pursuant to Section 226.225 RSMo, to the City, by and through the Springfield-Branson National Airport Board ("Airport Board") in the amount of 68.2% of the total cost of the project or \$500,000, whichever is less, for the construction of an extension to the existing cargo apron; appropriating \$500,000 of Airport funds amending the budget of the Airport Board Fiscal Year 2021-2022 in the amount of \$1,000,000; and declaring that this bill qualifies for approval in one reading.

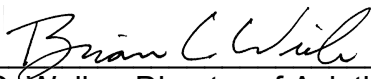
BACKGROUND INFORMATION: The scope of this grant project is to construct an extension to the existing cargo apron. Historically, the Airport has had plenty of space for the air cargo operators; however, recent developments have constrained the Airport's cargo operations to the point that improvements are necessary to maintain growth opportunities. Cargo operations have steadily increased for the past few years and the operators are using larger aircraft. Additionally, the Airport is in the process of constructing a large maintenance and repair facility for American Airlines, which reduces the available space for cargo operations.

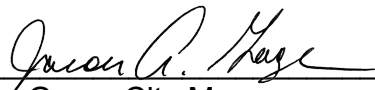
Based upon the predesign estimates provided by the Airport Board's engineering firm, the budget adjustment has been calculated under the assumption that MoDOT will be contributing \$500,000, the maximum amount allowed by the grant.

REMARKS: The Airport Board recommends that the City accept this Grant.

Submitted by:

Approved:

  
\_\_\_\_\_  
Brian C. Weiler, Director of Aviation

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

CCO Form: MO26  
Approved: 07/14 (MWH)  
Revised: 03/17 (MWH)  
Modified: 08/21 (MWH)

Project No. FRE22000301

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AGREEMENT FOR FREIGHT ENHANCEMENT PROGRAM**

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee, pursuant to section 226.225 RSMo, and to state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

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

(1) SCOPE OF WORK: Grantee agrees to undertake, carry out, and complete the project, as described in Grantee's Project Description Statement, a copy of which is attached as Appendix A to this Agreement and incorporated herein by reference, within the specified project completion time frame in accordance with the terms and conditions of this Agreement.

(2) AMOUNT OF GRANT: The parties to this Agreement agree that the Commission's financial share for this project shall not exceed sixty-eight point two percent (68.2%) of the total cost of this project, or five hundred thousand dollars (\$500,000.00). Funds made available to the Grantee are subject to appropriations made by the General Assembly, gubernatorial release of such funds appropriated to the Commission, and Commission decisions regarding the allocation of such funds. In the event state funds available to the Commission for freight enhancement projects are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Grantee funding for improvements or work that are not actually performed.

(3) COMPLETION OF PROJECT BY GRANTEE:

(A) Permits: The Grantee shall secure all necessary state and federal approvals or permits required to accomplish the construction and maintenance of the project.

(B) Commencement of Work: The Grantee shall commence work on the project upon receipt of written notice to proceed from the Commission.

(C) Project Efficiency: The Grantee shall proceed with the project in a sound, economical and efficient manner in order to accomplish the items listed in the Project Description Statement within the prescribed time frame.

(D) Compliance With Laws: The Grantee shall proceed with the project in accordance with the provisions contained herein, the Project Description Statement and the attachments hereto, and all applicable laws and regulations.

(E) Information Furnished by the Grantee: The Grantee shall submit to the Commission such data, reports, contracts, records, documents, and other information relating to the project as the Commission may require at any time.

(F) Project Inspection: The Commission shall have the right to inspect and review the work performed on this project.

(G) Notification of Change of Conditions: The Grantee shall immediately notify Commission, in writing, of any change in conditions or law or of any event which may significantly impair its ability to carry out the project in accordance with the provisions of this contract.

(H) Concurrence to Proceed: Grantee costs incurred with the project phases listed below must have prior review and concurrence to proceed from Commission to be eligible for funding, including local match requirements, through this Agreement.

1. Advertisement for Professional Services or Equipment Procurement
2. Notice to Proceed for Professional Services Contract
3. Purchase of Right of Way
4. Advertisement for Contractor Services
5. Contractor Selection
6. Contractor Notice to Proceed; and
7. Contractor Change Orders

(4) PROJECT PERIOD: This Agreement provides funding to the Grantee for the 2022 Fiscal Year (July 1, 2021 to June 30, 2022).

(5) REVIEW OF BIDS AND CONTRACT AWARD: The Commission will review all contractors' bids and concur with the selection of the apparent successful bidder prior to the Grantee awarding the construction contract.

(6) AUDIT OF RECORDS: The Grantee must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Grantee with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Grantee.

(8) PROGRESS REPORTS AND PAYMENTS:

(A) At intervals, not exceeding twice monthly, Grantee shall furnish to the Commission statements or vouchers indicating the items completed on the project and the cost thereof for the preceding period. The Grantee shall clearly indicate on this statement or voucher the amount of the Grantee's obligation and the amount of the Commission's obligation. Grantee's reimbursement request shall include supporting documentation for each expense to verify the following:

1. The goods or service purchased is within the Project Description Statement in Appendix A;
2. The vendor who incurred the expenses; and
3. The Amount charged for the goods or services.

(B) Grantee shall submit proof of payment to the Commission within thirty (30) days for each expense reimbursed in Paragraph (8)(A). Additional invoices will not be processed by Commission until the Grantee's documentation is received by and acceptable to the Commission.

(C) The Commission will promptly reimburse the Grantee for eligible expenses on a timely basis subject to Paragraphs (8)(A) and (8)(B).

(D) Progress reports outlining the work completed during the preceding period shall be attached to the statement or voucher requesting payment by the Commission. This report will identify any problems or issues which might prevent the Grantee from the successful accomplishment of the Project Description Statement by the end of the project period.

(E) Within forty-five (45) days of final inspection of the project funded

under this grant, the Grantee shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(F) The Commission may, in its sole discretion, perform a final audit of project costs. The Commission shall reimburse the Grantee any moneys due. The Grantee shall refund any overpayments as determined by the final audit.

(9) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610, RSMo.

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

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

(11) COMMISSION REPRESENTATIVE: The Department of Transportation's Director of Multimodal Operations is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act

on behalf of the Commission in furtherance of the performance of this Agreement.

(12) GRANTEE'S REPRESENTATIVE: The Grantee, as designated in paragraph (13)(A), will designate by written notice to the Commission all other persons having the authority to act on behalf of the Grantee in furtherance of the performance of this Agreement.

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

(A) To the Grantee:

Brian Weiler, Director  
Springfield-Branson National Airport  
2300 North Airport Boulevard, Suite 100  
Springfield, MO 65802

(B) To the Commission:

Michelle Kratzer, MoDOT  
105 W. Capitol  
Jefferson City, MO 65102  
Facsimile No: (573) 526-4709

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

(14) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

(15) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Grantee, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Grantee responsible for damages.



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

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

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(20) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(21) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(22) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(23) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Grantee shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(24) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Grantee and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Grantee to issue a notice to proceed with construction.

(A) The Grantee shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Grantee's issuance of

a Notice to Proceed shall not be eligible for funding participation.

(25) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Grantee shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(26) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Grantee shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Grantee of this responsibility.

(A) The Grantee shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report, completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Grantee shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(27) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(28) PROMPT PAYMENT: The Commission and the Grantee require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Grantee also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Grantee and the Commission.

(29) STATE WAGE LAWS: The Grantee and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Grantee shall take those acts which may be required to fully inform itself

of the terms of, and to comply with, any applicable state wage laws.

(30) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at <https://www.e-verify.gov/>

(B) By sworn affidavit, the Grantee affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 1.

*The Remainder of This Page Is Intentionally Left Blank.*

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

Executed by the Grantee this \_\_\_\_\_

Executed by the Commission this \_\_\_\_\_

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

Attest:

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

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

## PROJECT DESCRIPTION STATEMENT (APPENDIX A)

Location: Springfield-Branson National Airport, 2300 North Airport Boulevard,  
Springfield, MO 65802

Description: Construction of a 21,500 square foot extension to the existing cargo apron.

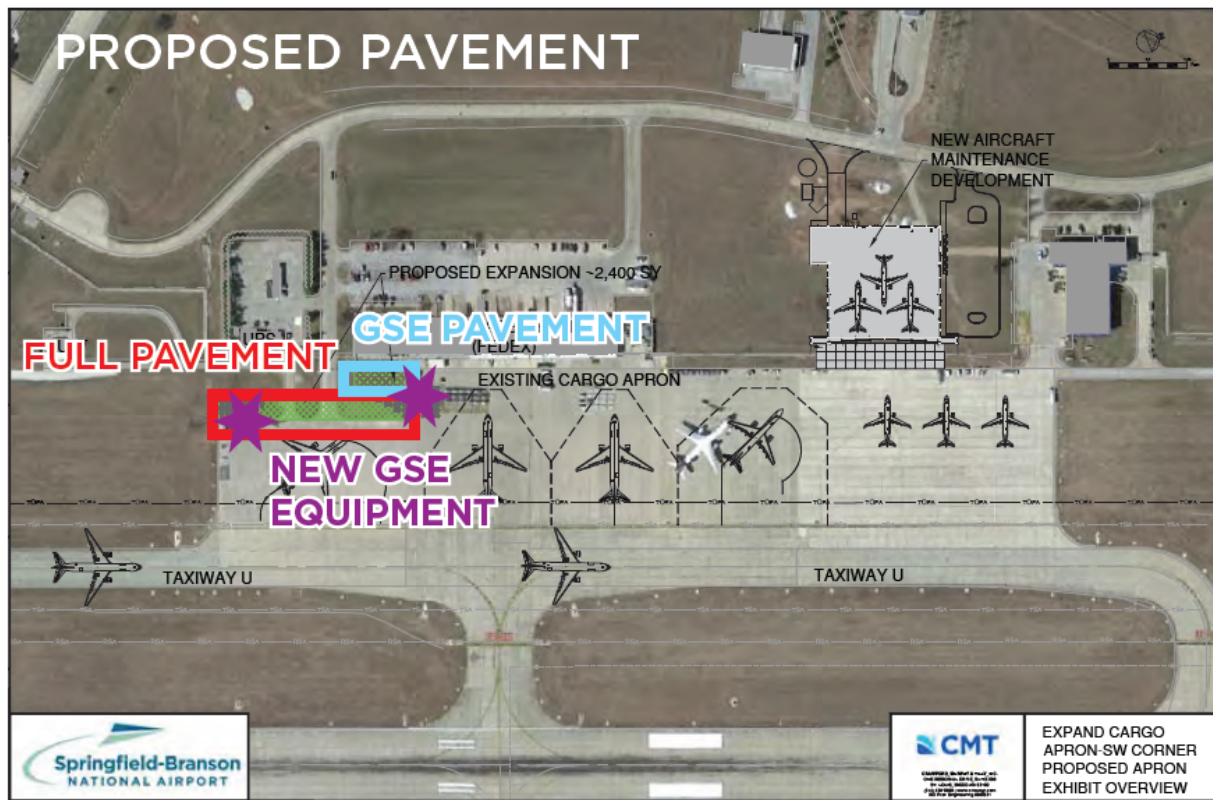


Exhibit 1

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF Greene )

On the 25th day of August, 2021, before me appeared Collin Quigley,  
Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed  
to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the Deputy City Manager of the City of Springfield, Missouri, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

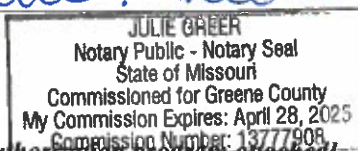
• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Subscribed and sworn to before me in Springfield, MO, the day and year first above-written.  
city (or county) state

My commission expires: 04-28-2025

Notary Public



*[documentation of enrollment/participation in a federal work authorization program attached]*

Company ID Number: 126562

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE I

##### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **City of Springfield, MO** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

#### ARTICLE II

##### FUNCTIONS TO BE PERFORMED

###### A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 126562

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.



Company ID Number: 126562

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 126562

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 126562

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound “foreign”, and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 126562

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 126562

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 126562

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer City of Springfield, MO**

**Beth A Hall**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**06/11/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 126562

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**06/11/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company ID Number: 126562

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: City of Springfield, MO

Company Facility Address: 840 Boonville Avenue  
Springfield, MO 65802

Company Alternate Address: 840 Boonville Avenue  
PO Box 8368  
Springfield, MO 65801-8368

County or Parish: GREENE

Employer Identification Number: 446000268

North American Industry  
Classification Systems Code: 921

Parent Company: \_\_\_\_\_

Number of Employees: 1,000 to  
2,499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa Lindsay**  
Telephone Number: **(417) 864 - 1603** Fax Number: **(417) 864 - 2041**  
E-mail Address: **tlindsay@springfieldmo.gov**



CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit B**

Budget Adjustment  
018

Revenues:

| Fund                   | Dept | Org   | Account | P&G | Location | Amount       | Description                             |
|------------------------|------|-------|---------|-----|----------|--------------|-----------------------------------------|
| 51040                  | 01   | 42010 | 416020  |     |          | \$ 500,000   | MHTC Freight Enhancement Program funds  |
| 51040                  | 01   | 42010 | 417010  |     |          | 500,000      | Transfer from other funds - local match |
| Net Revenue Adjustment |      |       |         |     |          | \$ 1,000,000 |                                         |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G | Location | Amount       | Description                             |
|----------------------------|------|-------|---------|-----|----------|--------------|-----------------------------------------|
| 51040                      | 01   | 42010 | 509110  |     |          | \$ 1,000,000 | Construction of cargo apron expansion   |
| 51150                      | 01   | 46010 | 502430  |     |          | (500,000)    | Reserve appropriation                   |
| 51150                      | 01   | 46010 | 509910  |     |          | 500,000      | Transfer from other funds - local match |
| Net Expenditure Adjustment |      |       |         |     |          | \$ 1,000,000 |                                         |

Fund Balance Appropriation:

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

Explanation: To amend the FY2021-22 budget by appropriating \$1,000,000 from the Airport, \$500,000 in grants funds and \$500,000 fund balance for the purpose of expanding the Cargo Apron.

Requested By:

Brian C. White 9/15/21  
Department Head Date

Approved By:

[Signature] 9/15/21  
Director of Finance Date

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

Authorization:

Council Bill No. 2021-244  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs.     X      
Pgs.     20      
Filed:     09-14-21    

Sponsored by:     Romine    

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

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

COUNCIL BILL     2021-245    

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

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending  
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,  
3 precincts and council zones;' for the purpose of annexing approximately  
4 5.11 acres of Missouri Department of Transportation right-of-way,  
5 generally located in the 5900 through 6200 blocks of West State  
6 Highway 266, and referenced as Annexation A-3-2021, into the City of  
7 Springfield.  
8  
9

10 WHEREAS, the State of Missouri, through the Missouri Department of  
11 Transportation ("MoDOT"), has executed a written petition for the City to annex  
12 approximately 5.11 acres of MoDOT right-of-way as described in "Exhibit A," said area  
13 being generally located in the 5900 through 6200 blocks of West State Highway 266;  
14 and  
15

16 WHEREAS, said petition was presented to City Council more than fourteen, but  
17 less than sixty days, prior to the public hearing thereon; and  
18

19 WHEREAS, proper notice was published at least seven days prior to the public  
20 hearing; and  
21

22 WHEREAS, City Council does find and determine that: (1) said annexation is  
23 reasonable and necessary to the proper development of the City; (2) the City is able to  
24 furnish normal municipal services to the area annexed herein with a reasonable time  
25 after annexation; and (3) the area annexed herein is contiguous and compact to the  
26 existing corporate boundaries of the City.  
27

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

31 Section 1 – City Council, after holding a public hearing, hereby determines that  
32 Annexation A-3-2021 of the property described in "Exhibit A," which is attached hereto  
33 and incorporated herein by this reference, is reasonable and necessary to the proper  
34 development of the City, the City has the ability to furnish normal municipal services to

the area annexed within a reasonable time, and the area is contiguous and compact to the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and incorporated herein by this reference.

Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby amended by adding thereto the land described in "Exhibit A."

Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' is hereby amended by placing the property described in "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with the provisions of State law.

Section 5 – The City Clerk is directed to: (1) file certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and any other information that the Director of Revenue may require. The City Clerk is further authorized and empowered to perform any other administrative acts which are consistent with the intent of this Ordinance.

Section 6 – This Ordinance shall be in full force and effect from and after passage.

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

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Jill Bennis, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2021- 245**

FILED: 9-14-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 5.11 acres of public right-of-way into the City of Springfield, generally located at the 5900 to 6200 blocks of West State Highway 266 and referenced as Annexation A-3-2021. (Staff recommends approval.)

### **BACKGROUND INFORMATION:**

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

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

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal city services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

### **REMARKS:**

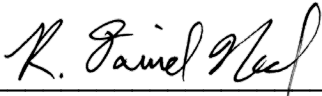
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the public right-of-way to be annexed.

### **RECOMMENDATIONS:**

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The owner has petitioned the City for annexation.

Staff recommends the public right-of-way be annexed based on the aforementioned findings.

Submitted by:



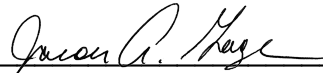
R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP  
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Annexation Schedule

Attachment 3, MoDOT Voluntary Annexation Petition

**Exhibit A**

LEGAL DESCRIPTION  
ANNEXATION A-3-2021

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

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

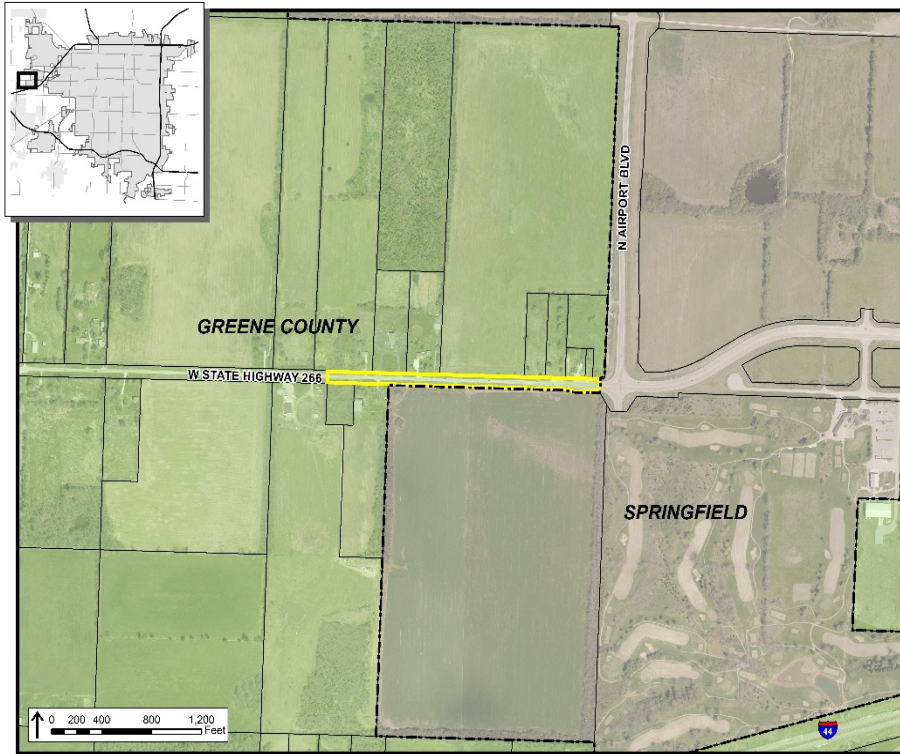
## Exhibit B

# Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 20, 2021



**CASE NUMBER:**

Annexation A-3-2021

**LOCATION:**

5900 to 6200 blocks W. State Hwy 266

**ACRES:**

Approximately 5.11 acres

**EXISTING LAND USE:**

MoDOT roadway

**APPLICANT:**

City of Springfield

**STAFF:**

Daniel Neal, Senior Planner  
864-1036

**STAFF RECOMMENDATIONS:**

Approve

**PROPOSED MOTION:**

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

### SUMMARY OF REQUEST:

Request to annex approximately 5.11 acres of MoDOT right-of-way into the City of Springfield.

### FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.

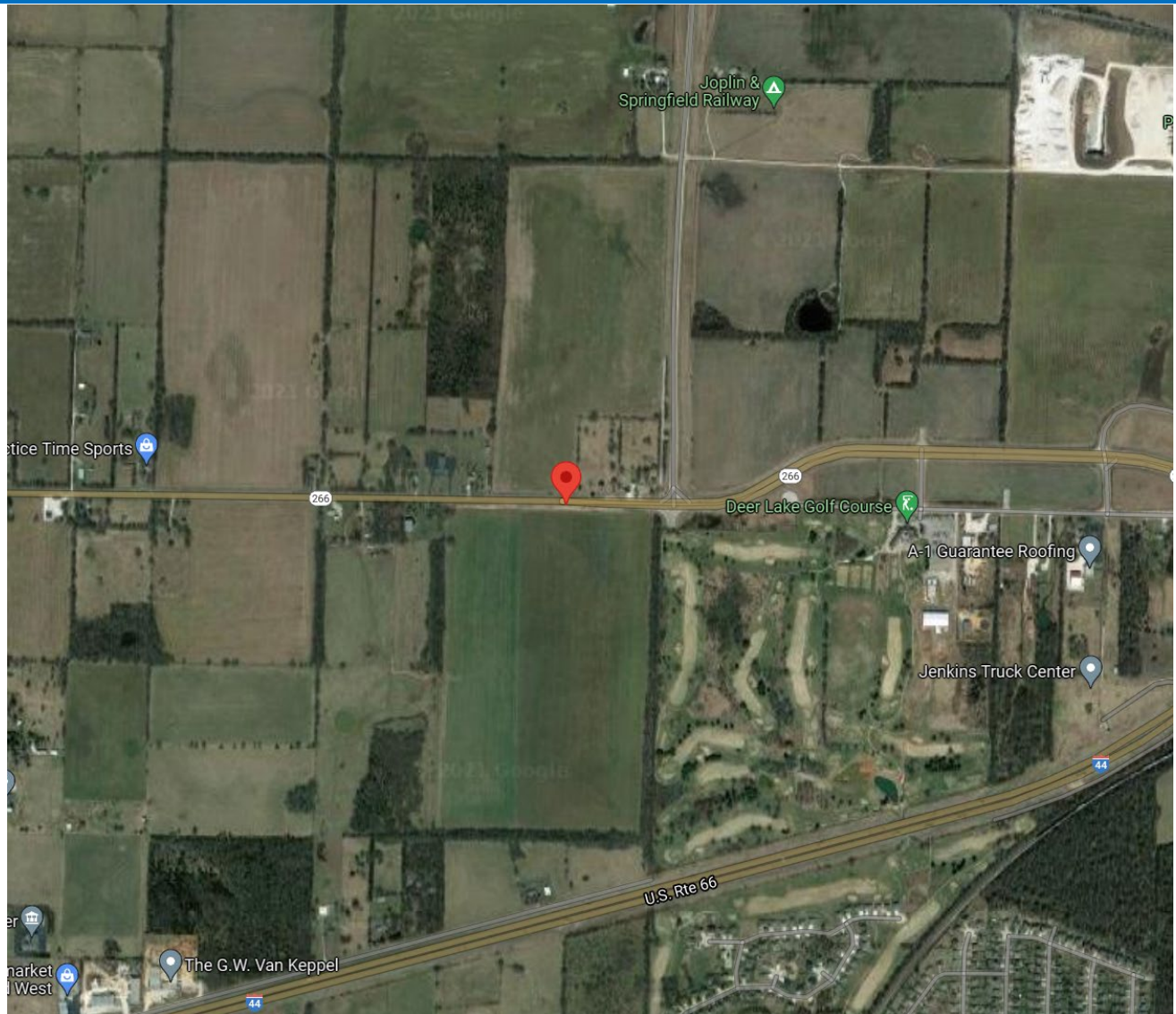
### SURROUNDING ZONING AND LAND USES:

|          | NORTH                                                     | SOUTH                                                              | EAST                                         | WEST                              |
|----------|-----------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------|-----------------------------------|
| ZONING   | PD 295 and County A-1                                     | PAD 1015 and County A-1 and C-2                                    | County C-2 and M-1                           | County A-1                        |
| LAND USE | Agriculture, residential and Vacant/undeveloped land uses | Golf course, residential, vacant/undeveloped and agricultural uses | General commercial and light industrial uses | Agricultural and residential uses |



# Development Review Staff Report

## SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



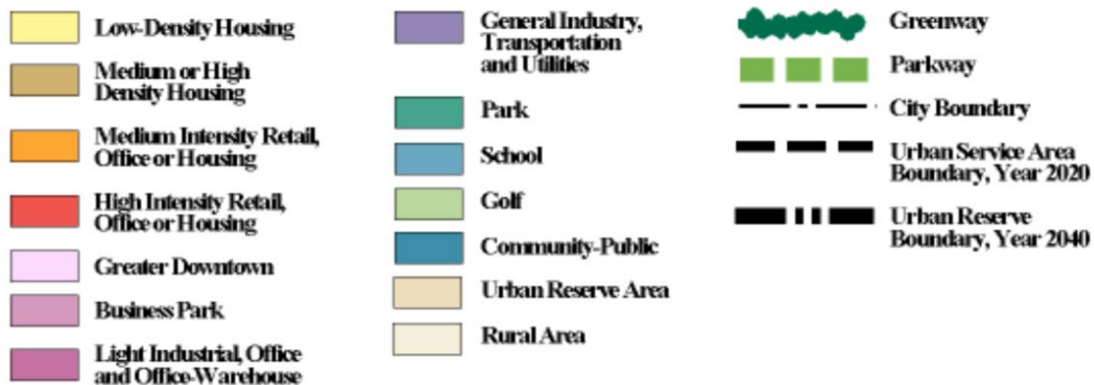
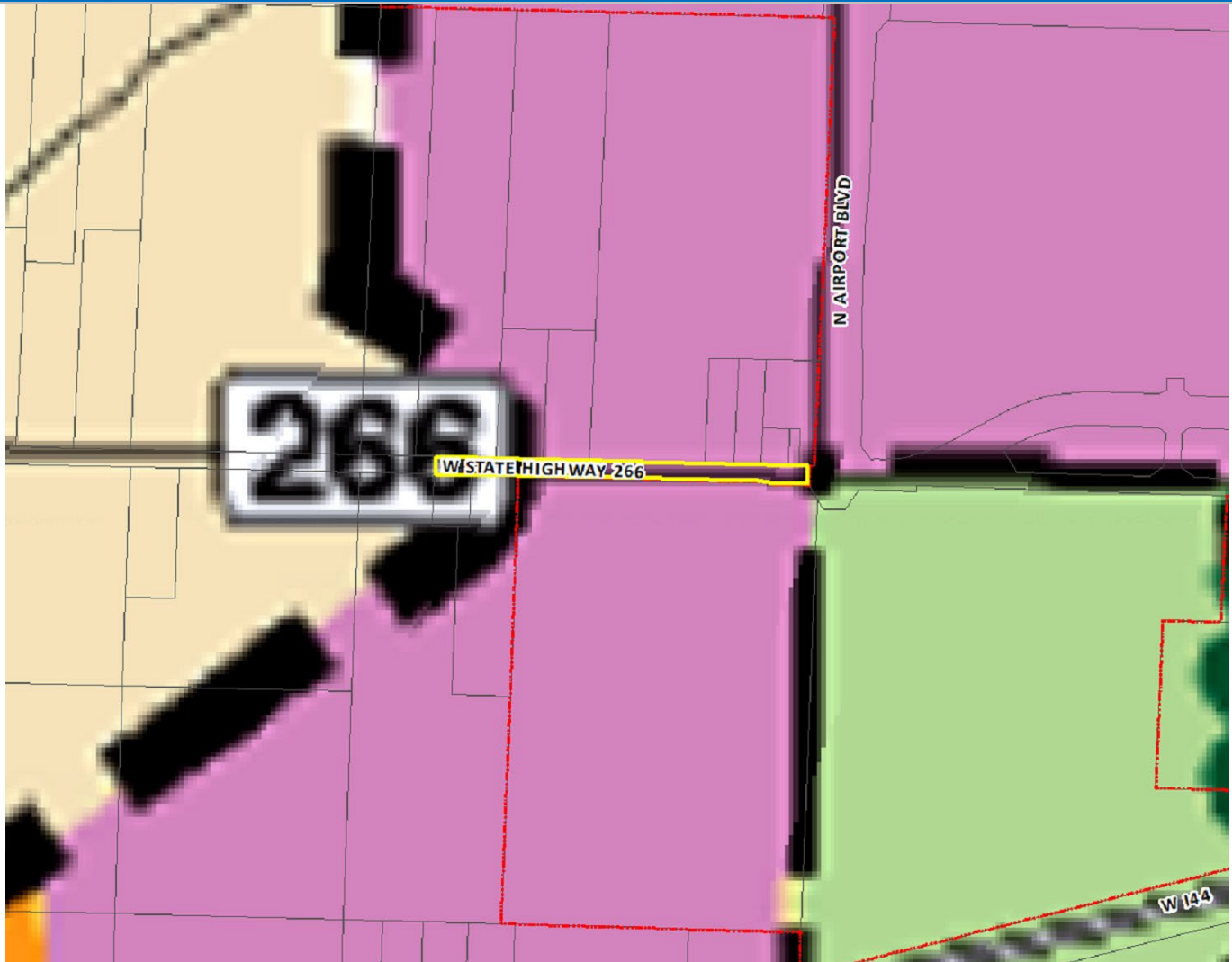
## GOOGLE MAPS STREET VIEW:



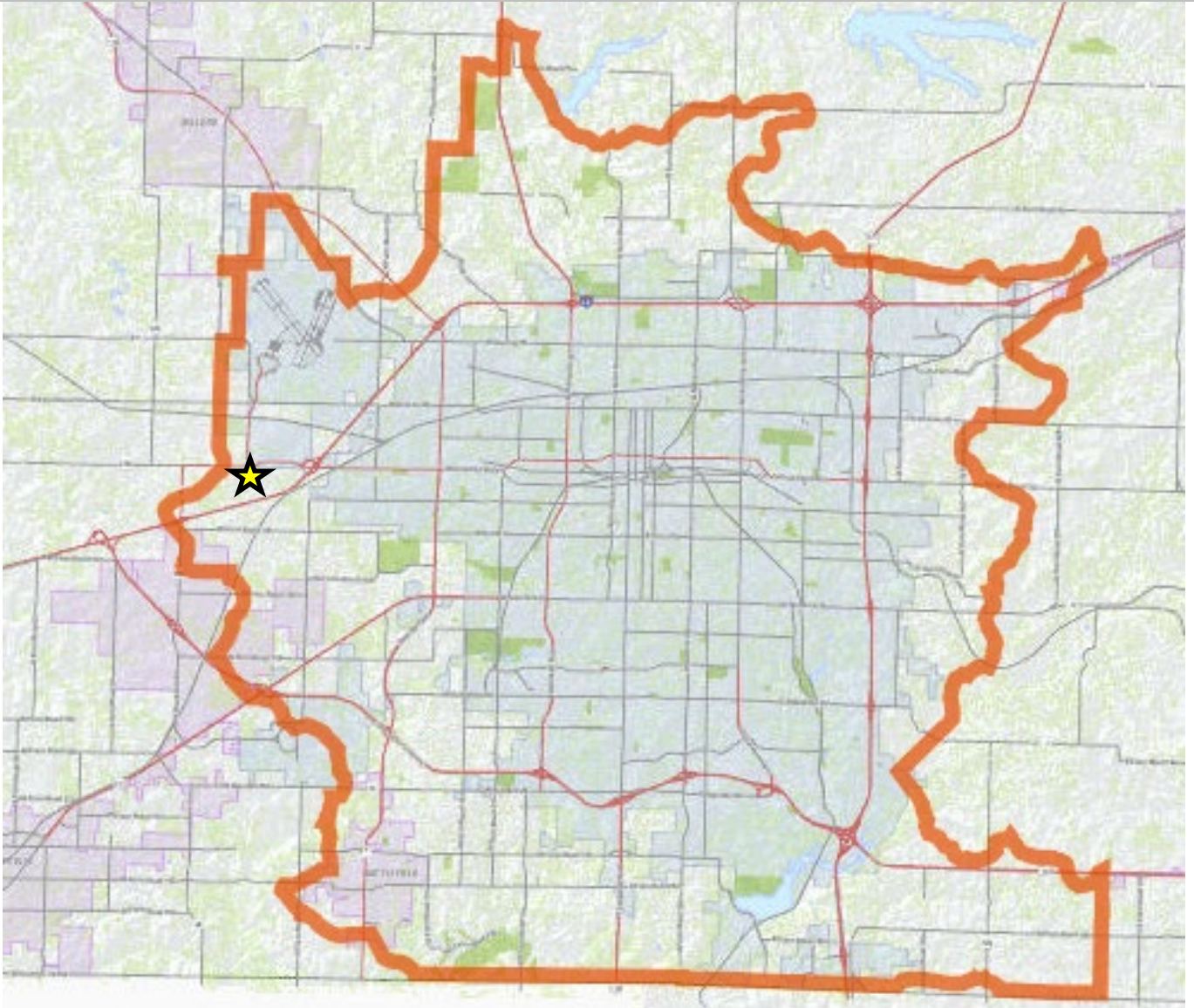


# Development Review Staff Report

## GROWTH MANAGEMENT AND LAND USE PLAN:



## URBAN SERVICE AREA:



# Development Review Staff Report



## PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is MoDOT right-of-way.

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

## STAFF COMMENTS:

1. The City requests to annex approximately 5.11 acres (2,200 linear feet) of MoDOT right-of-way generally located along the 5900 through 6200 blocks of West State Highway 266 (Chestnut Expressway), immediately west of North Airport Boulevard. The proposed right-of-way to be annexed is contiguous to the City limits and abuts the north side of SGF Sports, LLC's proposed private athletic facility located just west of Deer Lake Golf Course. The purpose of this annexation is to ensure that a community improvement district (CID) can be properly established to entirely reimburse the City the costs of the public improvements it has agreed to fund in association with proposed private athletic facility.
2. Per the development agreement between the City and SGF Sports, LLC, which was approved on March 8, 2021 by [Special Ordinance 27472](#), the City will fund up to \$2.1 million in public improvements and interest expenses associated with the proposed facility, including public sidewalks on the subject right-of-way. The City will be reimbursed for these costs by establishing a CID over the facility that will impose a 1-cent sales and use tax. In order for the CID to reimburse the City for the costs of the public sidewalks, the sidewalks must be located inside the CID, and the CID boundaries need to be entirely located inside the City limits in order for the City to establish the CID.
3. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
4. The proposed annexation will allow the subject property to be developed similarly to adjacent properties in the City.
5. The proposed annexation does not contain a floodplain.
6. The proposed annexation includes public right-of-way.
7. The private property is currently served by the Brookline Fire Protection District.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

## PUBLIC NOTIFICATION:

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

---

|                                                  |           |             |
|--------------------------------------------------|-----------|-------------|
| Notices sent to property owners within 185 feet: | Mailed: 5 | Returned: 0 |
|--------------------------------------------------|-----------|-------------|

# Development Review Staff Report



## DEPARTMENT COMMENTS:

### ATTACHMENT 1 DEPARTMENT COMMENTS

#### BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments. Not applicable.

#### CITY UTILITIES:

No comments. Not applicable.

#### CLEAN WATER SERVICES COMMENTS:

No comments. Not applicable.

#### E-911 COMMENTS:

No comments. Not applicable.

#### ECONOMIC DEVELOPMENT COMMENTS:

No comments. Not applicable.

#### FIRE DEPARTMENT COMMENTS:

No additional comments. Previous comments for adjacent private property.

1. **Service** – The primary Fire Station responding to this area would be Fire Station #5 located at 2750 W Kearney which is approximately 4.8 miles from the 5544 W Hwy 266 address. Station #8 located at 1405 S Scenic is the secondary station responding to the address which is approximately 5.5 miles from the address.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 3.4 miles for the 1st due unit. ***This will have a potential impact to our ISO rating. Any negative impact resulting from this annexation will be mitigated through the addition of Fire Station 14, forecast for 2026.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by fire apparatus on primary/secondary streets and an assumed travel speed of 55 mph for responses that are primarily on interstate highways. The 1st due company has an estimated total response time of 7 minutes, 35 seconds. The 2nd due company has an estimated total response time of 9 minutes, 40 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses or a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The Department expects that it will not be able to meet the benchmark performance objective for total response time for a single unit response or an effective response force. This will impact our accreditation.***



# Development Review Staff Report



|                                |                         | Estimated Total Response Time | Benchmark*               | Baseline**               |
|--------------------------------|-------------------------|-------------------------------|--------------------------|--------------------------|
| 1 <sup>st</sup> Due Company    | Station 5               | 7-8 minutes                   | 6 minutes<br>20 seconds  | 8 minutes<br>13 seconds  |
| Total Effective Response Force | Stations 1, 2, 5, and 8 | 12-13 minutes                 | 10 minutes<br>20 seconds | 13 minutes<br>18 seconds |

4. **Water Supply** – Currently there is adequate water supply to service the 5544 W Hwy 266 address. There is currently a fire hydrant at the address served by a 12" main. The 6006 W Hwy 266 portion of the proposed annexation has no water supply currently. A minimum of .4-mile extension of water main will be necessary to reach the northeast corner of the property with additional requirements for hydrants and mains dependent upon location of structures on the property. ***Additional infrastructure consistent with the needs of the development and sufficient to meet the requirements for fire suppression water supply and the requirements of the Fire Code would be required.***
5. **Impact** - The Fire Department estimate of impact is based upon comparable facilities in the City to those existing or proposed in the area of annexation. An average of 8 responses per year are anticipated to the golf course area and 3 responses per year to the proposed indoor/outdoor soccer facility. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

**Fire Department Recommendation:** ***Upon review, the Fire Department is supportive of this request for annexation.***

## MODOT COMMENTS:

No issues. (Signed voluntary annexation petition)

## POLICE DEPARTMENT COMMENTS:

No issues.

## PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No comments. Not applicable.

## PUBLIC WORKS STORMWATER DIVISION COMMENTS:

No comments. Not applicable.

# Development Review Staff Report



## ANNEXATION SCHEDULE:

### ATTACHMENT 2 ANNEXATION SCHEDULE

#### ANNEXATION:

Initiate annexation..... May 3, 2021  
City Council public hearing ..... September 20, 2021  
City Council second reading and vote ..... October 4, 2021

CCO Form: RW39  
Approved: 11/05 (BDG)  
Revised: 11/19 (JDS)  
Modified:

## **VOLUNTARY ANNEXATION PETITION**

The City of Springfield, Missouri, (hereinafter, "City") has requested that the Missouri Highways and Transportation Commission (hereinafter, "MHTC") file a petition requesting voluntary annexation into the City of certain public rights of way as indicated in the attached plan sheets. The undersigned on behalf of the City hereby verifies the following:

(1) The City has published a notice of annexation in a local newspaper of general circulation for public comment regarding the proposed annexation or if the City has no local newspaper, it has given public notice using whatever mechanism it typically uses to notify citizens of similar actions.

(2) The City has provided accurate information to MHTC regarding any and all public input received for the annexation, along with any and all input received from the County of Greene and any other incorporated municipality within a five-mile radius of the area to be annexed.

(3) The City has complied with all requirements set forth by MHTC and has provided all information requested by MHTC.

(4) The City has notified all property owners adjacent to the MHTC property to be annexed pursuant to this annexation petition of the proposed voluntary annexation.

(5) The Commission has provided the City with a legal description of the property. If the City desires or is required by statute to use a legal description different from that provided by the Commission, the City shall ensure that the alternate legal description prepared by the City shall correspond to the Commission's legal description and the City shall ensure that the City's description will not extend beyond the description provided by the Commission.

(6) To the extent allowed by law, the City will holds MHTC, Missouri Department of Transportation and its employees harmless from any lawsuits arising out of or relating to the City's failure to comply with all statutes pertaining to the annexation of the described property.

(7) The parties enter into this voluntary annexation petition with full understanding that MHTC, to the best of its knowledge and belief, has the authority

to petition for voluntary annexation into the City. MHTC makes no representation that it has full fee simple title to the right of way which is the subject of this voluntary annexation. In the event this annexation is rendered null and void based upon a determination that MHTC did not have the authority to petition for voluntary annexation, MHTC will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

(8) That the undersigned on behalf of the City of Springfield has the authority to execute the terms and conditions contained in this voluntary annexation petition and bind the City to those terms and conditions.

(9) That the event the voluntary annexation is approved by the City and the city limits are extended to include the rights of way described in this voluntary annexation petition, the City shall provide MHTC's undersigned representative with a copy of the final ordinance adopted by the City extending the City's boundary to include the herein described right of way.

Therefore, the undersigned, according to his or her best knowledge, information, and belief, on behalf of the MHTC alleges:

(1) MHTC holds a property interest in the following described tract of land.

A PART OF THE EXISTING STATE ROUTE 266 RIGHT-OF-WAY IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 23 WEST, AND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 29 NORTH, RANGE 23 WEST, IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 51.61 FEET TO THE EXISTING WESTERLY LINE OF THE CITY LIMITS OF SPRINGFIELD, MISSOURI, FOR THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID LINE, A DISTANCE OF 64.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 266, BEING AT A POINT 65.00 FEET RIGHT OF RELOCATED ROUTE 266 CENTERLINE STATION 607+64.89 AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2007 AT PAGE 060394-07 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 202.39 FEET TO A POINT 65.00 FEET RIGHT OF STATION 605+62.5; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, TO A POINT 50.00 FEET RIGHT OF STATION 604+75, BEING ON THE ORIGINAL SOUTH RIGHT OF WAY LINE OF STATE ROUTE 266; THENCE WEST, ALONG SAID SOUTH LINE, APPROXIMATELY 1910 FEET TO A POINT 2251.50 FEET WEST OF THE EAST LINE OF SAID SECTION 23, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN AN AFFIDAVIT RECORDED IN BOOK 2013 AT PAGE



040648-13 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH, 100 FEET TO THE NORTH RIGHT-OFWAY LINE OF SAID STATE ROUTE 266; THENCE EAST, ALONG SAID NORTH LINE, TO THE POINT OF INTERSECTION WITH SAID WESTERLY CITY LIMITS LINE; THENCE SOUTH, ALONG SAID WESTERLY LINE, TO THE POINT OF BEGINNING.

(2) By execution of this petition, the MHTC requests that the above-described right of way be annexed to, and be included within the corporate limits of the City of Springfield, Missouri, as authorized by the provisions of Chapter 71 of the Revised Statutes of Missouri.

(3) That, based upon information provided by the City, that the area to be annexed is not now a part of any incorporated municipality.

(4) That, based upon information provided by the City, that the area to be annexed is compact and contiguous to the existing corporate limits of the City of Springfield.

(5) That the undersigned petitioner is authorized to execute this voluntary annexation petition on behalf of MHTC so that the described right of way can be included within the corporate limits of the City of Springfield.

(6) That MHTC authorizes the governing body of the City of Springfield to cause the required notice to be published, to conduct a public hearing as required by law and to thereafter adopt as ordinance extending the limits of the City of Springfield to include the above-described right of way.

*[Remainder of page intentionally left blank]*

**THIS PETITION REQUESTING VOLUNTARY ANNEXATION IS NOT A VALID PETITION UNTIL BOTH THE CITY AND MHTC'S REPRESENTATIVE HAVE EXECUTED THE PETITION.**

In Witness Whereof, the parties have entered into this voluntary annexation petition on the date last written below:

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by MHTC this 3rd day of September, 2021.

CITY OF \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By:  \_\_\_\_\_

Title: District Engineer

STATE OF MISSOURI )  
 )  
COUNTY OF Greene ) SS

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Andrew J. Ellsworth  
Notary Public

**ANDREW J. ELLSWORTH**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 29, 2022  
Commission Number: 14435454

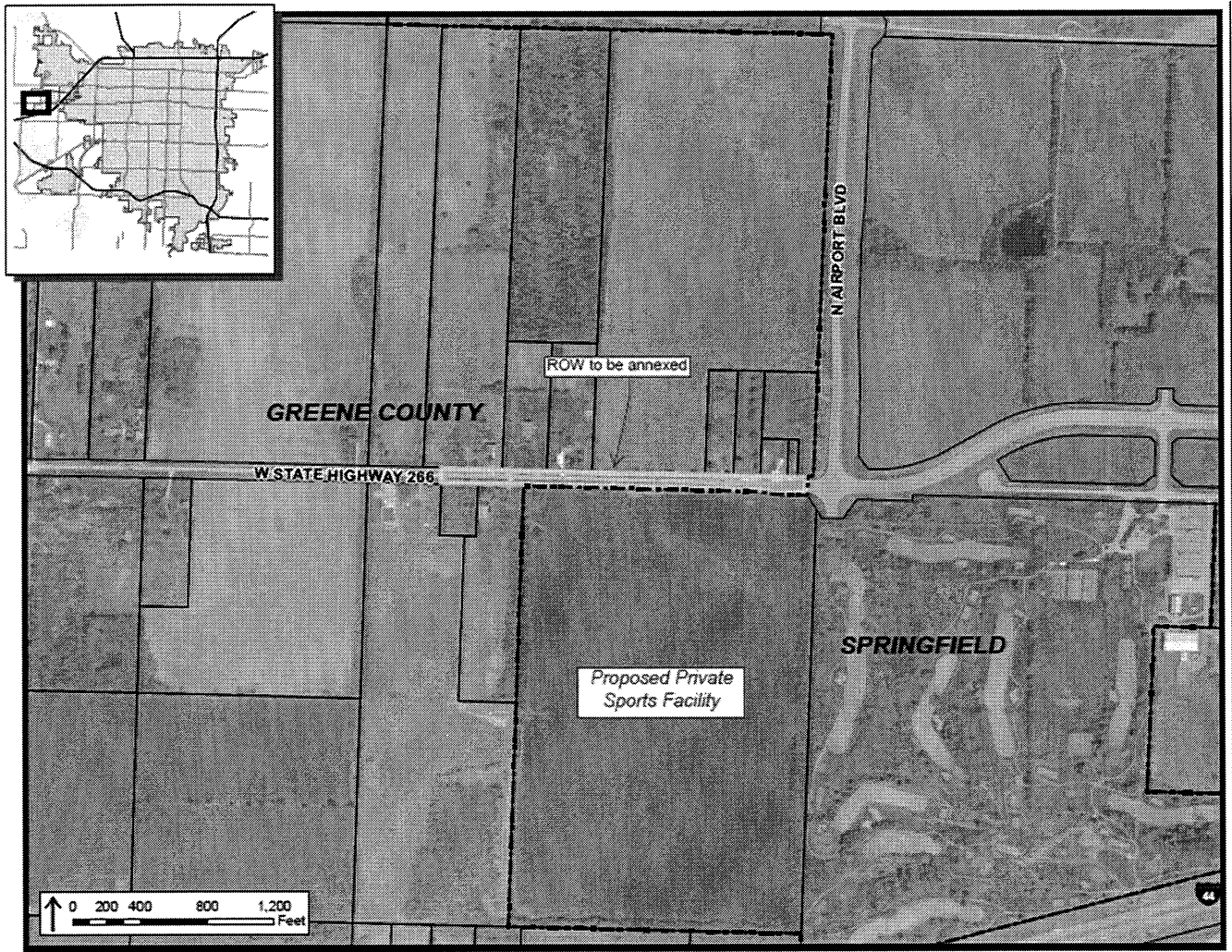
My Commission Expires: April 29, 2022

STATE OF MISSOURI )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

My Commission Expires: \_\_\_\_\_

EXHIBIT A



One-rdg. \_\_\_\_\_  
P. Hrngs.       X        
Pgs.       35        
Filed:       09-14-21      

Sponsored by:       Schilling      

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

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

COUNCIL BILL       2021-246      

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

### AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning  
2 map and rules for interpretation,' by rezoning approximately 3.3 acres of  
3 property generally located at 2625 West Delmar Street, 1025 and 1045  
4 South Clifton Avenue, and 2620 West Grand Street from Planned  
5 Development No. 269 to Planned Development No. 378; and adopting an  
6 updated Official Zoning Map. (Planning and Zoning Commission and Staff  
7 recommend approval.)  
8 \_\_\_\_\_  
9

10 WHEREAS, an application has been filed for a zoning change of the property  
11 generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue,  
12 and 2620 West Grand Street, and more fully described in "Exhibit A," from Planned  
13 Development No. 269 to Planned Development No. 378; and  
14

15 WHEREAS, following proper notice, a public hearing was held before the  
16 Planning and Zoning Commission on September 9, 2021, a copy of the Record of  
17 Proceedings from said public hearing being attached hereto and incorporated herein by  
18 this reference as "Exhibit B," and said Commission made its recommendation; and  
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff  
21 report concerning the application, which is attached hereto and incorporated herein by  
22 this reference as "Exhibit C;" and  
23

24 WHEREAS, proper notice was given of a public hearing before City Council and  
25 said hearing was held in accordance with law.  
26

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

30 Section 1 – The property described in "Exhibit A," which is attached hereto and  
31 incorporated herein by this reference, is hereby rezoned from Planned Development  
32 No. 269 to Planned Development No. 378. Springfield Land Development Code,  
33 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,

34 changed, and modified consistent with this Ordinance.  
35

36 Section 2 – The property described in “Exhibit A” of this Ordinance shall be  
37 subject to the requirements and standards included in “Exhibit 1,” which is attached to  
38 and a part of “Exhibit C” and is incorporated herein by this reference; and these  
39 requirements and standards shall govern and control the use and development of the  
40 land in Planned Development No. 378.  
41

42 Section 3 – City Council hereby directs the City Manager, or designee, to update  
43 the City's digital zoning map to reflect this rezoning, and City Council adopts the map  
44 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in  
45 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of  
46 interpretation.’  
47

48 Section 4 – The Official Zoning Map herein adopted shall be maintained and  
49 archived in the same digital form in which this Council has approved its adoption.  
50

51 Section 5 – This Ordinance shall be in full force and effect from and after  
52 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: Jill Burris, Assistant City Attorney  
65

66  
67 Approved for Council action: Jason A. Hays, City Manager

## **EXPLANATION TO COUNCIL BILL 2021 –246**

FILED: 09-14-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378. (Planning and Zoning Commission and Staff recommend denial.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 378

The applicant is proposing to rezone approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development 378. The applicant intends to develop independent senior housing in a multi-family development not to exceed 32 dwelling units per acre.

The proposed PD has several changes from the current PD 269.

- a) There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
- b) Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
- c) A reduction of 5% on the open space requirements for residential development. The new open space requirement of 25% will still exceed the standard open space requirement of 20% in the other multi-family districts.

### REMARKS:

The Planning and Zoning Commission held a public hearing on September 9, 2021, and recommended to approve the proposed Planned Development No. 378, by a vote of 9 to 0.

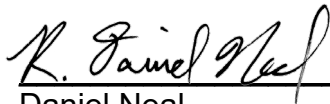
The Planning and Development staff recommends the application be approved (see the attached "Exhibit C,"- Development Review Staff Report).

### FINDINGS FOR STAFF RECOMMENDATION:



1. While the *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that already exist in the neighborhood.
2. This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The proposed Planned Development has design guidelines that require structures to display a similar level of quality on all building facades as surrounding structures reducing any potentially negative impact to the surrounding neighborhoods.

Submitted by:



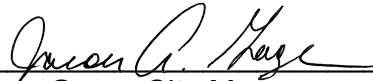
Daniel Neal  
Senior Planner

Recommended by:



Brendan Griesemer, AICP  
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Record of Proceedings
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Neighborhood meeting summary and comments
- Attachment 3, Multi-Family Design and Location Guidelines

PLANNED DEVELOPMENT 378 EXHIBITS:

- Exhibit 1, Planned Development Ordinance Text
- Exhibit 2, Preliminary Development Site Plan

**Exhibit A**

**LEGAL DESCRIPTION  
PLANNED DEVELOPMENT 377**

All of Lot 4 of The Ridge at Ward Branch – Phase 2, a subdivision in Springfield, Greene County, Missouri.

## Exhibit B

### RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 377 Planning and Zoning Commission – September 9, 2021

Planned Development 378

2625 W. Delmar Street, 1025 & 1045 South Clifton Avenue and 2620 West Grand Street

**Applicant:** Simmons First National Bank

Mr. Hosmer stated that this a request to rezone approximately 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development 269 to Planned Development 378. The Comprehensive Plan designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004. The applicant intends to develop independent senior housing in a multi-family development not to exceed thirty-two (32) dwelling units per acre. The Transportation Plan classifies Grand Street as a Primary Arterial and Clifton and Delmar Street as a Local roadway. A Traffic Impact Study was submitted for these two lots when the property was zoned as PD 269 for multi-family and commercial uses. The property is not located in a FEMA designated floodplain or sinkhole area. A fee in lieu of on-site stormwater detention is not applicable because detention is already provided. The proposed PD's changes from the current PD 269 are:

- There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
- Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
- A reduction of 5% on the open space requirements for residential development from the original PD. The new open space requirement of 25% will still exceed the standard open space requirement of 20% as in the multi-family districts.

The proposed Planned Development will have the same design guidelines and generally retain the cross accesses as originally designed in the current PD 269. The proposed reduction in parking for independent age restricted senior housing has a lower demand on parking. This request is consistent with Multi-Family Location and Design guidelines and scored for a density of up to 28 dwelling units per acre. The applicant is proposing a maximum density of 32 dwelling units per acre. Staff supports this request as the proposed age-restricted senior housing's lower impact on public and onsite infrastructure and the higher density which is allowed by the guidelines. Staff recommends approval.

Mr. Bill Knuckles as for clarification on the dwelling units per acre and if regulations allow for any increase. He also asked about the on-street parking.

Mr. Bob Hosmer noted the guidelines allows flexibility for up to 32 units per acre for senior housing and noted that they will be allowed to park along the sides on the street and this is public parking, stating that the City allowed the parking as part of the Planned Development.

Mr. Doennig opened the public hearing.

Mr. Matthew Kriete, Columbia, MO representing the developer, noting the same design guidelines as the original Planned Development 269 and will be able to accommodate the water quality per staff comments. The on-street parking the ordinance allows it but they are putting 146 parking stalls and don't believe that they will exceed the one-on-one parking and here to answer any questions.

Mr. Bruce Colony asked about the stormwater issue and to make the developer aware of the sensitive nature of concern.

Mr. Matthew Kriete noted they are aware of size (large) of the detention and believes that it can accommodate access stormwater.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Planned Development 378 (2625 West Delmar Street, 1025 & 1045 South Clifton Avenue and 2620 West Grand Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed in a rectangular box. The signature is fluid and cursive.

---

Bob Hosmer, AICP  
Planning Manager

## Development Review Staff Report

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

September 9, 2021

September 20, 2021

**CASE:** Planned Development 378

**ACRES:** Approximately 3.3 acres

**LOCATION:** 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street

**EXISTING LAND USE:** Undeveloped land

**APPLICANT:** Simmons First National Bank

**STAFF:** Daniel Neal, Senior Planner 417-864-1036

**STAFF RECOMMENDATIONS:**  
 Approve

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



### SUMMARY OF REQUEST:

Request to rezone approximately 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development No. 269 to Planned Development 378.

### FINDINGS FOR STAFF RECOMMENDATIONS:

- 1) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that already exist in the neighborhood.
- 2) This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
- 3) The proposed PD has design guidelines that require structures to display a similar level of quality on all building facades as surrounding structures reducing any potentially negative impact to the surrounding neighborhoods.
- 4) The proposed PD meets the Revised Multi-Family Location and Design Guidelines.

### SURROUNDING ZONING AND LAND USES:

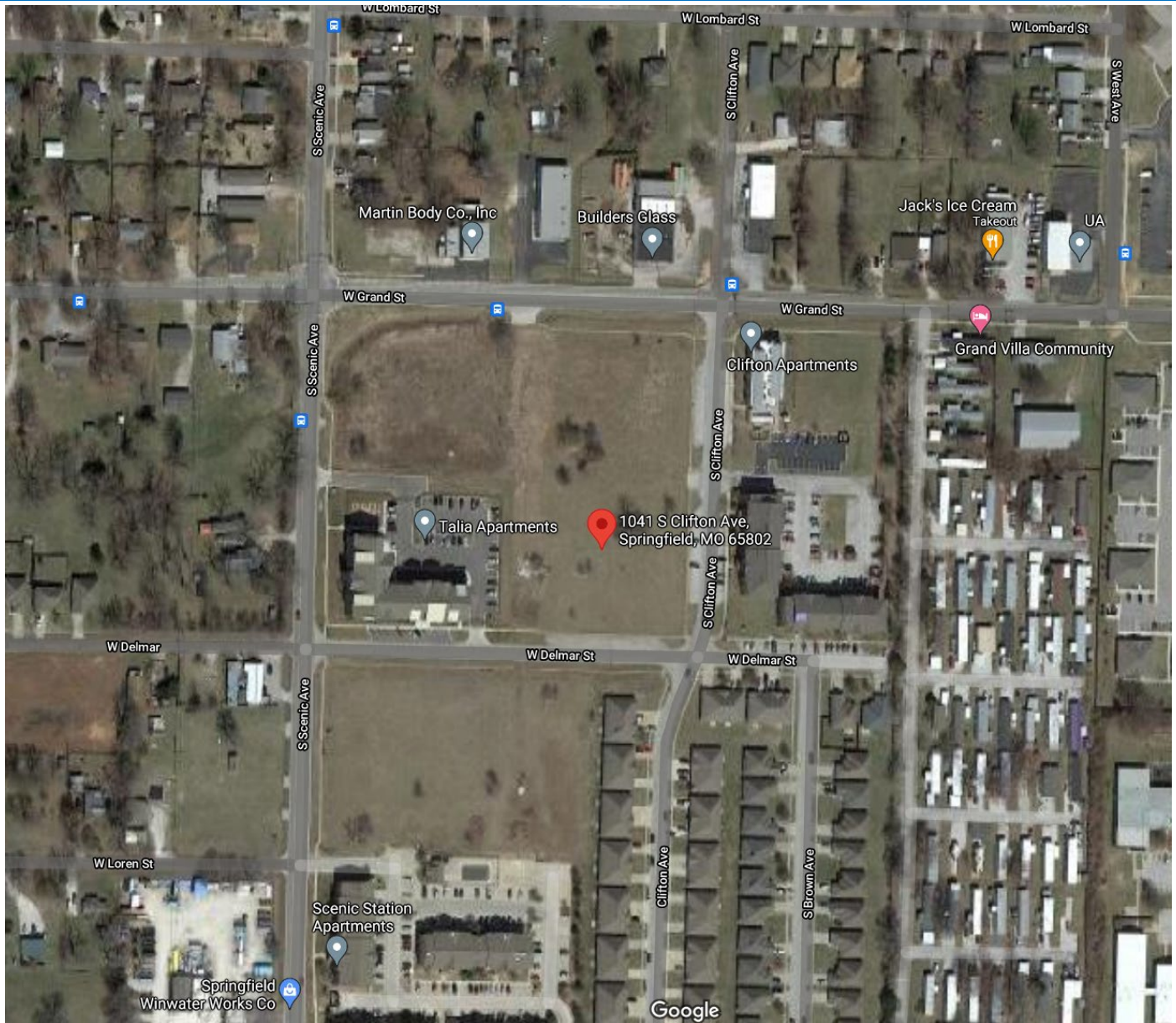
|                 | NORTH                          | SOUTH                                   | EAST                          | WEST                                          |
|-----------------|--------------------------------|-----------------------------------------|-------------------------------|-----------------------------------------------|
| <b>ZONING</b>   | LI                             | PD 269                                  | PD 269                        | PD 269                                        |
| <b>LAND USE</b> | Commercial and Industrial uses | Single-family uses and undeveloped land | Multi-family residential uses | Multi-family residential and common area uses |



# Development Review Staff Report



## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



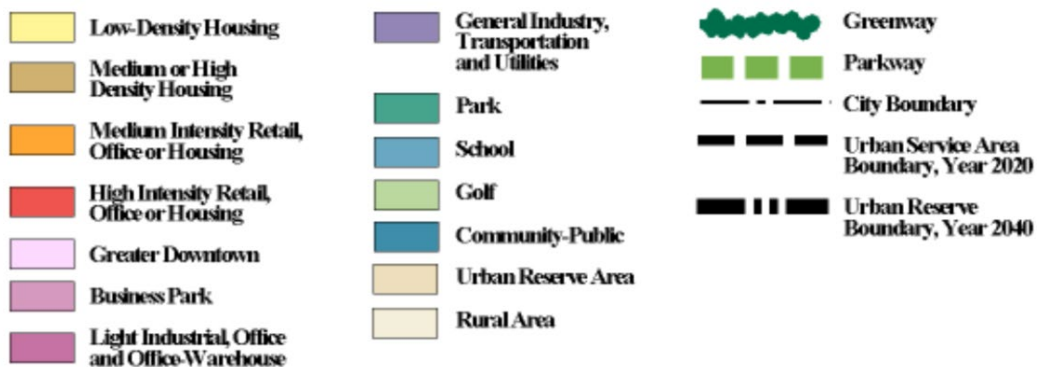
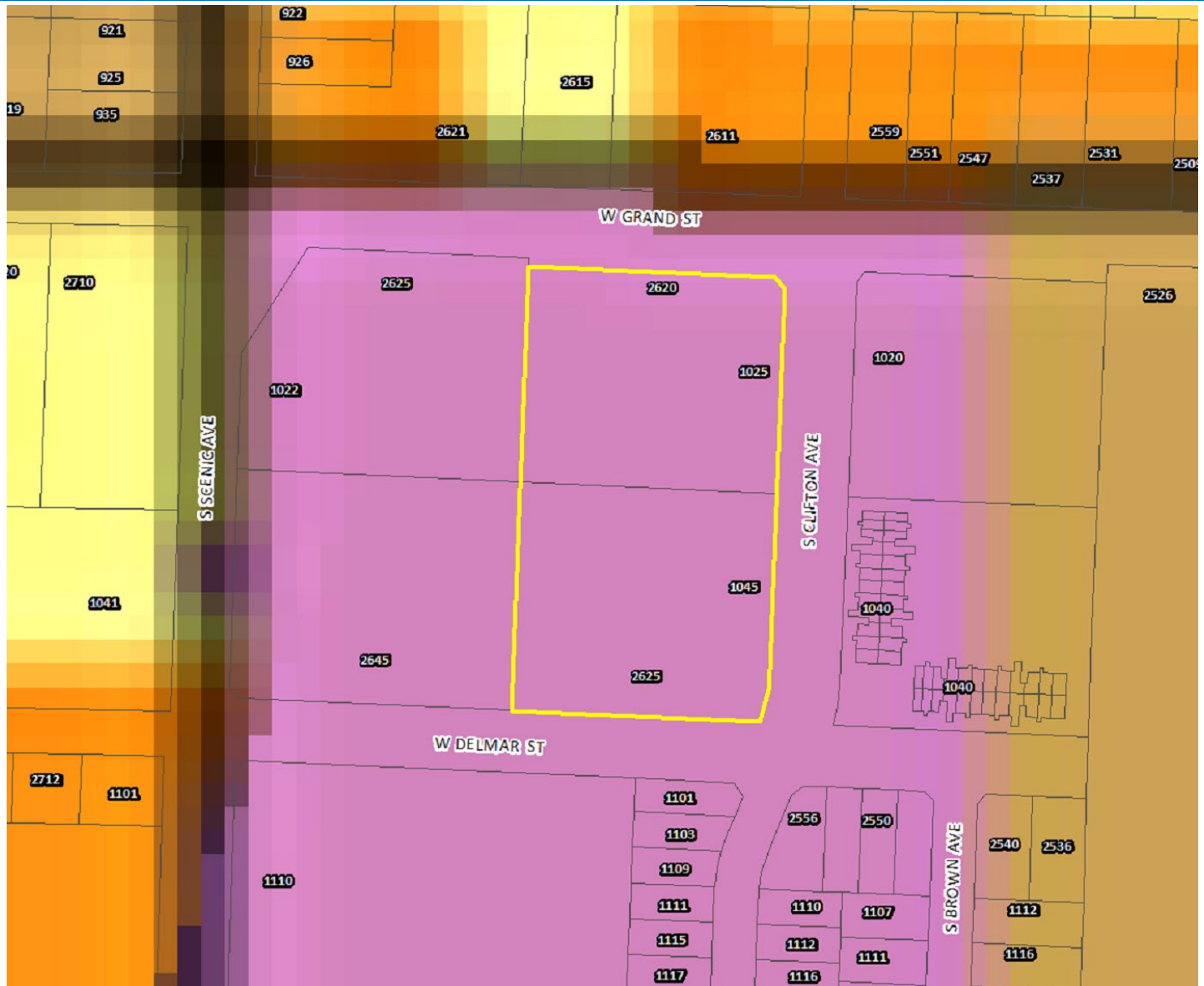
## STREET VIEW:



# Development Review Staff Report



## GROWTH MANAGEMENT AND LAND USE PLAN:





# Development Review Staff Report



## PROPERTY HISTORY:

The subject properties are currently zoned Planned Development District No. 269 and have been since 2004. Planned Development No. 269 was designed as a mixed-use development with a variety of housing types. The subject properties were also final platted as lots in Scenic Station Subdivision in 2004.

## PLANNING AND ZONING COMMISSION AUTHORITY:

### Sec. 36-367. – Amendments

(7) Findings by the commission.

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

## ZONING ORDINANCE OR CODE REQUIREMENTS:

| CODE ITEM                                                                | REQUIREMENTS FOR PD 378                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Use Limitations                                                          | <ol style="list-style-type: none"><li>1) All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.</li><li>2) No use shall emit an odor that creates a nuisance as determined by Springfield City Code.</li></ol> |
| Maximum Structure Height                                                 | 4 stories                                                                                                                                                                                                                                                                              |
| Minimum open space                                                       | 25 percent for residential development and 20 percent for non-residential development                                                                                                                                                                                                  |
| Maximum impervious area                                                  | 75 percent for residential development and 80 percent for non-residential development                                                                                                                                                                                                  |
| BULK PLANE                                                               | BUFFERYARD AND LANDSCAPING                                                                                                                                                                                                                                                             |
| No bulk plane, however, the PD limits structures to 4 stories in height. | None.                                                                                                                                                                                                                                                                                  |

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that exist.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents. This application is consistent with these recommendations by proposing a variety of housing types within the development dispersed throughout the site rather than large buildings



# Development Review Staff Report



The *Major Thoroughfare Plan* classifies W. Grand Street as a primary arterial roadway, W. Delmar as a residential local roadway and S. Clifton as a residential local roadway.

## STAFF COMMENTS:

- 1) The applicant is proposing to rezone approximately 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development No. 269 to Planned Development 378. The applicant intends to develop independent senior housing in a multi-family development not to exceed thirty-two (32) dwelling units per acre.
- 2) The proposed PD's changes from the current PD 269 are:
  - a) There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
  - b) Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
  - c) A reduction of 5% on the open space requirements for residential development from the original PD. The new open space requirement of 25% will still exceed the standard open space requirement of 20% as in the multi-family districts.
- 3) The proposed development requires a Multi-Family Location and Design Guidelines assessment. This request is consistent with the guidelines and scored for a density of up to 28 dwelling units per acre. The applicant is proposing a maximum density of 32 dwelling units per acre. Staff may consider a recommendation of a higher density than that determined by the matrix calculation when much higher density exists or is planned/approved for area, the proposal a small site "sandwiched" between higher intensity uses and the proposal for age-restricted senior living. Staff also supports this request as the infrastructure and proposed independent senior housing allows for higher densities than prescribed by the assessment. It's important to note, the current PD 269 does not restrict the residential density on Lot 4 as part of a mixed-use development and Lot 1 was planned to be developed commercially which could be much more intense than the proposed multi-family development.
- 4) The proposed Planned Development will have the same design guidelines as the current PD 269 which states: "Structures within Lots shall display a similar level of quality on all building facades as surrounding structures. Entry doors shall be provided from both the streets and the parking lots to the businesses and multi-family dwellings. These entryways shall be differentiated from the rest of the building to define the entry and avoid a hole in the flat face of the building."
- 5) Cross accesses as originally designed in the current PD 269 shall be generally retained; however, because the proposed development is proposing to reduce the driveway widths then portions of the cross-access easement area will need to be relinquished if they are to be used as parking or landscaped areas.
- 6) This application is proposing a reduction in parking for independent senior housing. The applicant has provided additional information to show that senior housing has a lower demand on parking.
- 7) There are no bufferyards or bulk plane requirements for the proposed development because the applicant is proposing a multi-family residential development and the adjacent properties are also developed as multi-family residential.
- 8) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

## NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 19, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

# Development Review Staff Report



## PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 18

Returned: 0

# Development Review Staff Report



## DEPARTMENT COMMENTS:

### ATTACHMENT 1

#### DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

#### CITY UTILITIES COMMENTS:

No issues with PD language or site plan. Since building footprints as shown will no longer conflict with platted access/utility easements, CU would prefer to retain them. Note: Individual water meter configurations may not be provided exactly as shown. Contact Josh @ 417-831-8816 as needed.

#### DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

No objection to the rezoning case, however, we have the following comments about the submitted plans (refer to changemarks on sheet C2.01):

1. There is an additional manhole and associated sewer mains not shown on the utility plan. The new lateral will need to be installed with tracer wire and a cleanout at the R/W line.
2. The 6-inch lateral will need to tap the main. Connections directly into manholes are not allowed. Need to determine whether or not the street can be open cut. If not, the lateral will have to be bored with tracer wire and a cleanout at the R/W line.
3. If submitted as a public improvement plan, those plans would need to be constructed or escrowed before a building permit was issued. There would be a 5.34% engineering and inspection fee required to file the plans once approved.
4. When a building permit is issued, there will be sewer impact permit fees required based on the side and number of water meters according to city code section 120.240.

#### FIRE DEPARTMENT COMMENTS:

The interior drive aisles closest to each building shall be 26 feet in width for aerial apparatus parking positions and all turns shall be 28 feet inside turn radius. (2018 IFC Appendix D).

#### DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

### **STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION**

City's Transportation Plan classifies both W. Grand Street as a Primary Arterial and both S. Clifton Avenue and W. Delmar Street as Local roadways. The standard right-of-way width for W. Grand Street is 50-feet from the centerline and 25-feet from the centerline for both S. Clifton Avenue and W. Delmar Street. It appears no additional right-of-way is needed along W. Grand Street, S. Clifton Avenue or W. Delmar Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Grand Street, S. Clifton Avenue and W. Delmar Street are all city- maintained streets.

### **TRAFFIC COUNTS & ON-STREET PARKING**

The most recent traffic count for W. Grand Street is 5,990 vehicles per day. There are no traffic counts for S. Clifton Avenue or W. Delmar Streets as they are classified as Local roadways. On-street parking is not allowed along W. Grand Street but is allowed along S. Clifton Avenue and W. Delmar Street.

### **DRIVEWAY ACCESS**

There is currently one driveway access point to the property from S. Clifton Avenue and a shared driveway access to the property from W. Grand Street. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.

### **SIDEWALK**

There is existing sidewalk along the property frontage of W. Grand Street, S. Clifton Avenue and W. Delmar Street.

# Development Review Staff Report



## TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. Grand Street within the area of the property.

## IMPROVEMENTS

A Traffic Impact Study was submitted when the property was zoned as PD 269 and the Traffic Study was based on multi-family and commercial for these two lots. This is consistent with the proposed development in this rezoning.

**TRAFFIC - TABLE 1: REZONING DETAILS**

|                                   | Street Name       | Street Classification | On-Street Parking | Existing Street ROW from Centerline (ft.) (Approx.) | Required Street ROW from Centerline (ft.) |
|-----------------------------------|-------------------|-----------------------|-------------------|-----------------------------------------------------|-------------------------------------------|
| <b>Street 1</b>                   | W. Grand Street   | Primary Arterial      | No                | 60                                                  | 50                                        |
| <b>Street 2</b>                   | S. Clifton Avenue | Local                 | Yes               | 38                                                  | 25                                        |
| <b>Street 3</b>                   | W. Delmar Street  | Local                 | Yes               | 35                                                  | 25                                        |
|                                   |                   | AM Peak               | PM Peak           | Weekday                                             | Weekend                                   |
| <b>Existing Trips Generated</b>   |                   | 18                    | 22                | 240                                                 |                                           |
| <b>*Proposed Trips Generated</b>  |                   | 18                    | 22                | 240                                                 |                                           |
| <b>Additional Trips Generated</b> |                   | 0                     | 0                 | 0                                                   |                                           |

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

## DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

5. Water quality needs to be provided onsite for all of the impervious areas (including the buildings). The plan submitted shows what appears to be an underground storm drain collecting building downspouts on the east and south side of the buildings and directly connecting it into the stormwater system in Clifton Ave. which bypasses the bioretention shown. This is not permissible. Stormwater runoff from the buildings must be routed through the bioretention or some other SCM.

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 269 to PD 378  
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August 19, 2021 4:00-6:30 pm
3. Meeting Location: The Diamond Room, 2340 W Grand Street, Springfield, Missouri
4. Number of invitations that were sent: 124
5. How the mailing list was generated: City of Springfield - Andrew Menke
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:  
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The two neighbors in attendance were concerned the project was on Lombard Street. Once they were informed of the correct location, they mentioned they liked the project and location. They see the need for additional multi-family housing in the area.

There are no issues to address based on verbal comments received.

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

No written comments were received.

I, Matthew Kriete (print name), attest that the neighborhood meeting was held on August 19, 2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Matthew A. Kriete

Printed name of person completing affidavit

# Delmar Meadows Neighborhood Meeting Sign-In Sheet

## August 19, 2021

| Name:                         | Name: |
|-------------------------------|-------|
| Mark Wolansky 2534 Lombard St |       |
| Tanja Duvaul "                |       |
|                               |       |
|                               |       |
|                               |       |
|                               |       |
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|                               |       |
|                               |       |

The Diamond Room (2340 W Grand Street, Springfield, Missouri)

## DEPARTMENT COMMENTS:

### ATTACHMENT 3

#### MULTI FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES ASSESSMENT

According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, thus permitting a housing density of 25-28 dwelling units/acre. The applicant is requesting approximately 100 one- and two-bedroom independent senior housing apartments which equates to approximately 32 dwelling units per acre for the 3.3 acres of property. Staff may consider a recommendation of a higher density than that determined by the matrix calculation when much higher density exists or is planned/approved for area, the proposal a small site “sandwiched” between higher intensity uses and the proposal for age-restricted senior living. Below is an analysis of the five categories used to calculate the Matrix score.

- A. Land Use Accessibility (1/3 points)  
One point was given for land use accessibility. There is neighborhood retail mix located within a ½ mile.
- B. Connectivity Analysis (2/5 points)  
Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes, roadways and sidewalk connectivity.
- C. Road Network Evaluation (1/2 points)  
One point was given for the road network evaluation.
- D. Design Guidelines (6/6 points)  
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.
  - 1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
  - 2. Building Scale and Articulation – Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.
  - 3. Building Orientation and Interior Landscaping – Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
  - 4. Avoidance of Blank Walls along pedestrian circulation areas – Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan.



# Development Review Staff Report



5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
  6. Useable Recreational Area/Facility – A minimum of 15% usable recreational area or facility is required.
  7. Amenities – The development will have two patio areas for outdoor activities, a community room and fitness/exercise room internal to the buildings as shown on the site plan.
  8. Preservation of Trees – All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the site plan, MFM design guidelines and other city ordinances.
- E. Opportunities and Constraints
1. How much higher density exists or is planned/approved for area? The existing PD 269 doesn't put a limit on density for Lot 4 which was planned as a mixed-use development. The other multi-family lots in the current PD have maximum densities of 29 dwelling units per acre. Lot 1 was to be developed commercially so the proposed independent senior housing is far less intense.
  2. Is the proposal a small site "sandwiched" between higher intensity uses? Lot 1 currently only allows commercial development and Lot 4 only allows a mixed-use development with no maximum residential density. The properties to the east and west have maximum residential densities of 26 and 29 du/ac respectively.
  3. Is the proposal for age-restricted senior living? Yes, the applicant is proposing independent senior housing with approximately 100 dwelling units.

DENSITY: The assessment criteria resulted in a total of 13 points for a maximum density of 28 dwelling units per acre. The applicant is requesting a density of 32 dwelling units per acre.

**EXHIBIT 1**  
**Requirements and Standards Applicable to**  
**Delmar Meadows Planned Development District**

No building or other permits may be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All **requirements of** the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

**DEFINITIONS:** For purposes of this ordinance, the following definitions shall apply:

Lot 1 and Lot 4: Lots 1 and 4 of the Scenic Station Subdivision, recorded in plat book ZZ page 107 in the City of Springfield, Greene County, Missouri.

Density: The number of dwelling units per unit of land normally expressed as dwelling units per acre. Gross density includes all the land within the boundaries of the particular area including land that may eventually be devoted to streets, public lands and common area. Net density excludes streets, public lands and common area and its calculation shall generally be based on a tract(s) of record satisfying the requirements of Chapter 36, Article II, Subdivision Regulations, Code of the City of Springfield.

Dwelling Unit: One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, Attached: A one-family dwelling attached to two or more one-family dwellings by common vertical walls.

Dwelling, Detached: A dwelling which is not attached to any other dwelling by any means.

Dwelling, Multifamily: Attached dwellings, involving no horizontal subdivision of land, shall be treated as multifamily dwellings.

Dwelling, Single-family Detached: A dwelling which is designed for and occupied by not more than one family and is surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, Semidetached: A one-family dwelling attached to one other one-family dwelling by a common vertical wall and each dwelling located on a separate lot. These units are also referred to as twinhouses or patio homes.

Dwelling, Patio Home: A one-family dwelling on a separate lot with open space setbacks on three sides and a court. Patio homes may be attached to similar homes on adjacent lots and still satisfy this definition. Also known as zero lot line homes.

Floor Area, Gross: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or waiting areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

Impervious Surface: Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.

Impervious Surface Ratio (ISR): The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$ISR = \frac{\text{Area covered by impervious surfaces}}{\text{Total site area}}$$

Open Space: Any occupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.

Open Space Ratio (OSR): The proportion of a site covered by open space which shall be determined as follows:

$$OSR = \frac{\text{Area covered by open space}}{\text{Total site area}}$$

Vehicular Use Area: That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

**USES PERMITTED:** The following uses shall be permitted in Lots 1 and 4:

1. Administrative and Professional Offices. Offices of firms or organizations providing professional, management or administrative services. Typical uses include abstract services, advertising agencies, data processing services, travel agencies, law offices, architectural and engineering offices, and general business and administrative, corporate offices and artist and photographic studios.
2. Finance, Insurance and Real Estate Services: Establishments primarily engaged in the provision of financial, insurance, real estate, security brokerage and other similar activities. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include banks, insurance agencies, real estate firms, securities brokerage establishments, savings and loan institutions and other similar uses.
3. Medical Offices and Medical Support Activities such as offices for doctors and dentists and medical laboratories along with incidental administrative activities.
4. Retail Uses. For purposes of this ordinance, the following uses shall be classified as retail:
  - a. General Retail Sales. Establishments involved in the onsite retail sales of goods and merchandise for personal or household use. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Typical uses include department stores, apparel stores, antiques shops, bicycle shops, bookstores, cosmetic shops, candy stores, confectionery stores, costume rental, dry goods stores, drugstores, florist or flower shops, furniture stores, garden supply shops, hardware stores, hobby shops, jewelry stores, pet stores, photographic supply stores, radio and television sales, shoe stores, sporting goods stores, stationery stores, toy shops, variety stores, wallpaper stores, wig shops and other similar retail sales.
  - b. Convenience Sales and Personal Services. Establishments primarily engaged in the provision of frequently needed goods and services. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include barber shops, beauty shops, bakeries, delicatessens, pharmacies, dry cleaning and laundry establishments, self-service laundries, newsstands, repair shops and other similar uses.
  - c. Eating and Drinking Establishments: Establishments or places of business primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Drive-thru facilities designed to expedite customer services are permitted. Curb service facilities are prohibited. Typical uses include restaurants, cafeterias, coffee shops, bars and taverns.

- d. Business Support Services: Establishments primarily engaged in the provision of services of a clerical, employment, protective or processing nature to firms and individuals and where the storage of goods or equipment other than as samples or as necessary for daily operation is prohibited. Such activities are to be conducted within the confines of an enclosed structure with no outdoor sales or storage. Typical uses include secretarial services, telephone answering services, copying and blueprint services, drafting services, office supply stores, and computer sales and services.
  - e. Recreation Facilities: Establishments providing recreational activities open to the general public on a commercial basis. Such activities shall be entirely conducted within an enclosed structure. Typical uses include billiard parlors, athletic clubs, health spas and other similar activities.
  - f. Specialty Retail: Small scale retail establishments engaging in the sale of specialty and personal items. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include book stores, card shops, jewelry shops, gift stores, clothing shops, flower shops, tobacco shops, arts and craft shops, sporting goods shops, art shops and photographic shops.
5. Residential Use
- a. Attached dwellings such as townhouses.
  - b. Residential condominiums.
  - c. Multifamily dwellings.
6. Accessory uses incidental to residential development designed for and available to residents but not open to the public on a common basis. Typical uses include administrative offices for project management not exceeding one thousand (1000) square feet, model units, carports, garages, maintenance buildings, and gate houses.
7. Community and recreational facilities incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include community centers, swimming pools, tennis and basketball courts, health clubs, etc.

## **USE LIMITATIONS:**

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485 of the Springfield Zoning Ordinance*.
2. All activities or permitted uses shall be conducted within a completely enclosed building, except:
  - a. Automobile parking lots;
  - b. Accessory permitted drive-in, pick-up and drive-thru facilities;
  - c. Accessory seasonal outdoor sales and related storage; and
  - d. Accessory outdoor garden supply sales and storage.
  - e. Recreational uses.
3. Screening and fencing shall be provided in accordance with *Section 36-480 of the Springfield Zoning Ordinance*.

## **INTENSITY OF DEVELOPMENT:** Development shall adhere to the following:

1. The maximum gross residential density for development is thirty-two (32) dwelling units an acre.

## **BULK, AREA AND HEIGHT REQUIREMENTS:** Development shall adhere to the following:

1. The intent of the following setbacks is to provide for development that is in substantial conformance with that as shown on Exhibit 2 with the buildings placed up to the street with the parking generally placed to the rear of the building(s).

The following building setbacks are required:

- a. Lot 1: Maximum fifteen (15) foot setback along Clifton and Grand. A minimum of twenty (20) foot setback along the west boundary. No setback required on the south boundary.
- b. Lot 4: Maximum fifteen (15) foot setback along Clifton and Delmar. A minimum of twenty (20) foot setback along the west boundary. No setback required on the north boundary.

The following vehicular use area, excluding drives to adjoining streets, setbacks are required:

- a. Lot 1: Minimum fifteen (15) foot setback along Clifton and Grand.
  - b. Lot 4: Minimum fifteen (15) foot setback along Clifton and Delmar.
2. No structure shall exceed 4-stories tall.
3. The maximum impervious surface ratio shall not exceed 0.80 for non-residential development.
4. The maximum impervious surface ratio shall not exceed 0.75 for residential development.

**REQUIRED IMPROVEMENTS.** Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this District. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners:

- A. The required improvements shall be constructed; or
- B. Assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued lot any structure within this District, or phase of the development, unless:

- A. The required improvements are completed prior to occupancy of the structures; or
- B. The Director of Public Works has determined that such required improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occur, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

Improvements necessary to adequately accommodate the intensity of development proposed in this District include the following:

1. The property must be replatted, by a separate action by the Planning and Zoning Commission and City Council concurrent with or prior to the development as shown in the Preliminary Development Plan with building across lot lines.
2. Sidewalks in accordance with Public Works standards are also required along all public streets. Private sidewalks within the development, must connect to the public sidewalk system at appropriate and convenient locations.

**ACCESS TO PUBLIC THOROUGHFARES:** Development shall adhere to the following:

Access to adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2.

**OFF-STREET PARKING:** Development shall adhere to the following:

1. Shall conform with Section 36-455 from the Springfield City Code, except as follows. One off-street parking space for each independent senior dwelling unit shall be permitted.
2. Angled head-in parking or loading zones shall be allowed on the south and east sides of Lot 4, and the east Lot 1.

**SIGNS:** Development shall adhere to the following:

1. All signage within the Planned Development shall be monument type signs.
2. Off-premise signs, as defined by the City sign code, are prohibited.
3. All other provisions Of the Springfield Zoning Ordinance for signage permitted for business areas shall be complied with.

**PERIMETER TREATMENT:** Development shall adhere to the following:

1. Bufferyards in accordance with *Section 36-482 of the Springfield Zoning Ordinance* are required on the west side of Lot 1 and 4.
2. Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas is required in accordance with Sections 36-482 of the Springfield Zoning Ordinance in effect at the time of development.
3. No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscaped areas, shall be maintained with a living ground cover.



4. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the district where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of a sight-proof fence or call, shall be provided. These devices may not occupy parking spaces required by this exhibit.
5. A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

**EXTERIOR LIGHTING:** Development shall adhere to the following:

The purpose of this section is to regulate the spillover and glare on operators of motor vehicles, pedestrian and land uses in the proximity of the light source. With respect to motor vehicles in particular, safety considerations form the basis of the regulations contained herein. In other cases, both the nuisance and hazard aspects of glare are regulated. This section is not intended to apply to public street lighting, signs or seasonal displays.

1. The requirements and standards of *Section 36-484 of the Springfield Zoning Ordinance*, in effect at the time of development, shall apply.

**DESIGN REQUIREMENTS:** Development shall adhere to the following:

1. Structures within Lots shall display a similar level of quality on all building facades as surrounding structures. Entry doors shall be provided from both the streets and the parking lots to the businesses and multi-family dwellings. These entryways shall be differentiated from the rest of the building to define the entry and avoid a hole in the flat face of the building.
2. Building elevations, showing compliance with these requirements and detailing the architectural elements, shall be submitted with the final development plans.
3. All applicable Design Guidelines of Section 5.7 of the Revised Multi-Family Location and Design Requirements shall be met for the development as a whole.

**MAINTENANCE OF COMMON AREAS AND FACILITIES:** Development shall adhere to the following:

The maintenance of common areas and facilities within the district shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

**PHASING:** Development shall adhere to the following:

Development may be phased at the discretion of the developer(s) provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvement required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

**FINAL DEVELOPMENT PLAN.** A final development plan, showing conformance with the requirements of this exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. Development of this district shall be in accordance with the approved final development plan.

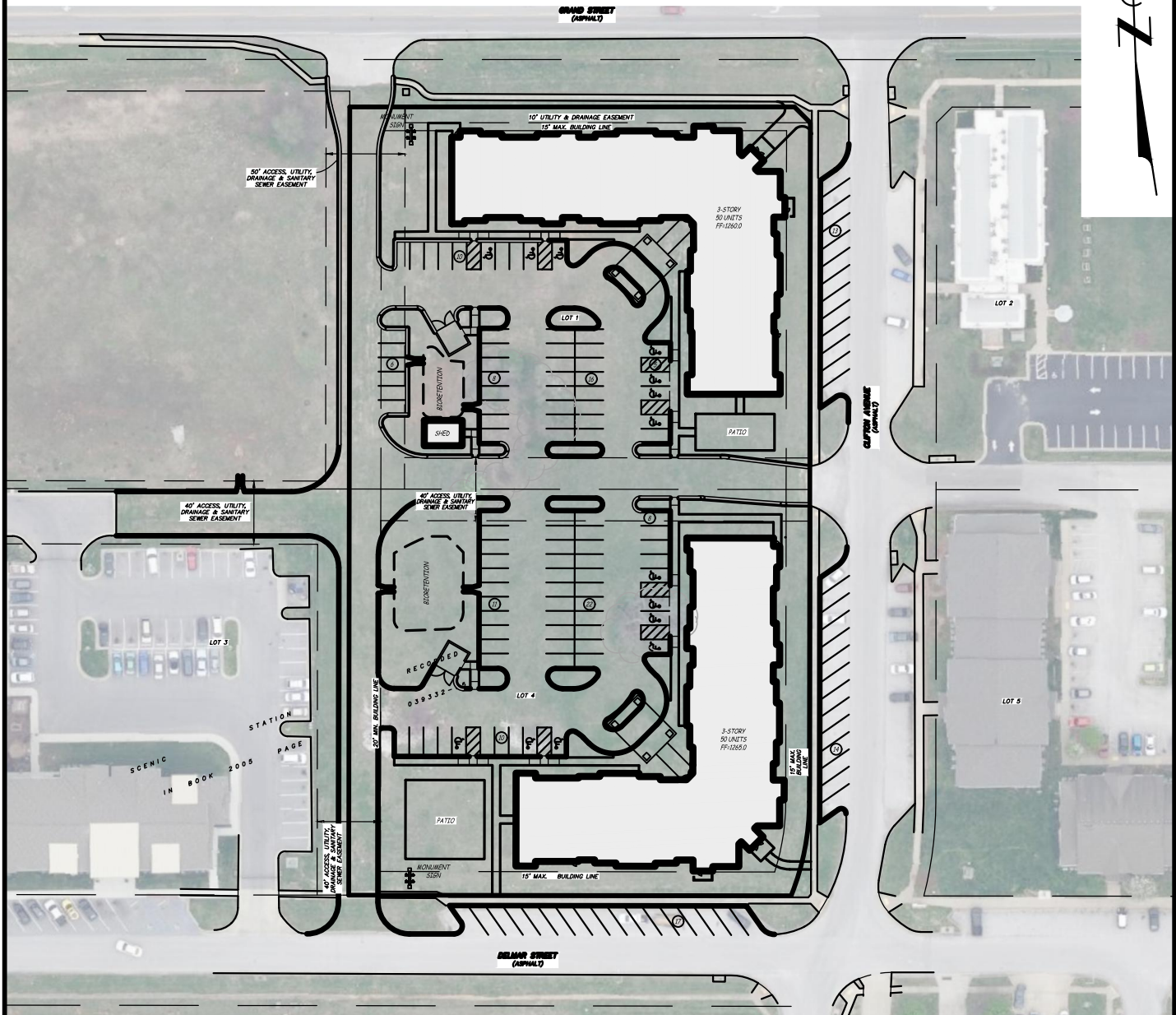
1. The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) for Lots provided such plan substantially conforms to the provisions of the ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

- a. Any uses within the district other than those specifically prescribed by the ordinance.
- b. Any increase in the intensity of use permitted within the district.
- c. Any deviation from the height and setback standards prescribed by the ordinance.
- d. Any reduction in the required parking prescribed by the ordinance.

PROPOSED SETBACKS:  
CLIFTON AVENUE = 15' MAX.  
DELMAR STREET = 15' MAX.  
GRAND STREET = 20' MIN.  
WEST PROPERTY LINE = 20' MIN.

SCALE: 1" = 100'



## *Engineering Surveys & Services*

Missouri Engineering Corporation # 2004005018

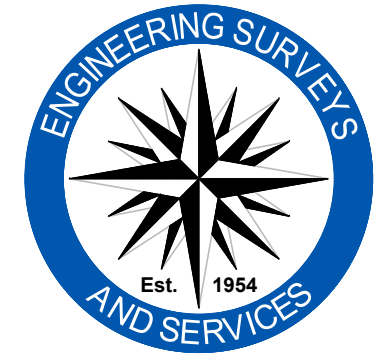


*ES&S NO. 15175*

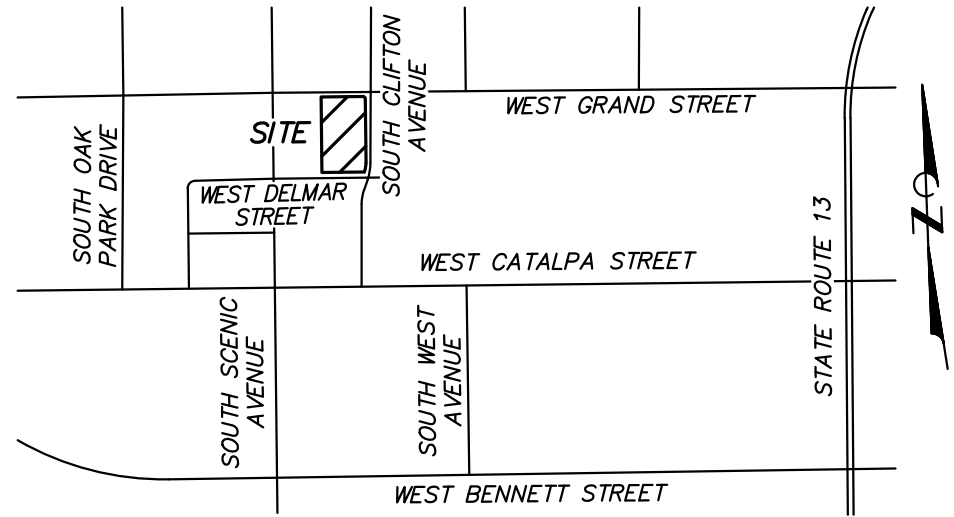


DELMAR MEADOWS  
SPRINGFIELD, GREENE COUNTY, MISSOURI  
PRELIMINARY DEVELOPMENT PLAN  
AUGUST 27, 2021

Exhibit 2



Engineering Surveys & Services  
Consulting Engineers, Land Surveyors, and Geoprosessionals  
Analytical and Material Laboratories  
1113 Ivy Street, Columbia, Missouri 65201  
573-449-2646 | www.ess-mo.com  
Other Offices: Wildwood  
Jefferson City - Sedalia - Wildwood  
Missouri Engineering Corporation # 204060518



SITE LOCATION MAP

NOT TO SCALE

LEGEND

|         |                                     |
|---------|-------------------------------------|
| ---     | PROPERTY LINE                       |
| -E-     | ELECTRIC LINE                       |
| -T-     | TELECOMMUNICATIONS LINE             |
| -U-     | UNDERGROUND TELECOMMUNICATIONS LINE |
| -S-     | SANITARY SEWER LINE                 |
| -SS-    | STORM SEWER LINE                    |
| -W-     | WATER LINE                          |
| -WB-    | TREE & BRUSH LINE                   |
| -750-   | EXISTING CONTOUR                    |
| BOC     | BACK OF CURB                        |
| CB      | CATCH BASIN                         |
| CI      | CURB INLET                          |
| DB      | DRAIN BASIN                         |
| FES     | FLARED END SECTION                  |
| FH      | FIRE HYDRANT                        |
| HDPE    | HIGH DENSITY POLYETHYLENE PIPE      |
| ID      | INLINE DRAIN BASIN                  |
| JB      | JUNCTION BOX                        |
| L       | LANDING                             |
| OCS     | OUTFLOW CONTROL STRUCTURE           |
| PVC     | POLYVINYL CHLORIDE PIPE             |
| R       | RAMP                                |
| RCP     | REINFORCED CONCRETE PIPE            |
| TELECOM | TELECOMMUNICATIONS                  |
| UP      | UTILITY POLE                        |
| -S-     | PROPOSED SANITARY SEWER LINE        |
| -W-     | PROPOSED WATER LINE                 |
| -SS-    | PROPOSED STORM SEWER                |
| -V-     | PROPOSED WATER VALVE                |
| -H-     | PROPOSED FIRE HYDRANT & VALVE       |
| -TB-    | THRUST BLOCK                        |
| -HDC-   | HEAVY DUTY CONCRETE                 |
| -RFD-   | RUNOFF FLOW DIRECTION               |

PARKING NOTE

|                  |                                                                         |
|------------------|-------------------------------------------------------------------------|
| REQUIRED PARKING |                                                                         |
| 1 SPACE/UNIT     | 100 UNITS AT 1 SPACE / UNIT = 100 SPACES<br>TOTAL REQUIRED = 100 SPACES |

|                   |             |
|-------------------|-------------|
| PROVIDED PARKING  |             |
| STANDARD SPACES   | = 82 SPACES |
| ACCESSIBLE SPACES | = 14 SPACES |
| PROVIDED          | = 96 SPACES |

|                   |              |
|-------------------|--------------|
| ON STREET PARKING |              |
|                   | = 44 SPACES  |
| TOTAL PROVIDED    | = 140 SPACES |

UTILITY NOTES

THE LOCATIONS, SIZES, AND MATERIAL TYPES OF UNDERGROUND UTILITIES INDICATED ON THE PLAT, NOT VISIBLE OR APPARENT FROM THE SURFACE, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FROM A MISSOURI ONE CALL SYSTEM LOCATE, OR UTILITY COMPANY RECORDS AND WERE NOT VERIFIED IN THE FIELD. UNDERGROUND UTILITY SERVICES TO BUILDINGS WERE NOT LOCATED.

ELECTRIC/WATER/GAS

CITY UTILITIES OF SPRINGFIELD  
2655 S. BLACKMAN ROAD  
SPRINGFIELD, MISSOURI 65809  
CONTACT: JOSH CASEY 417-831-8816  
AS SHOWN

TELECOMMUNICATIONS

SPRINGNET  
301 E. CENTRAL STREET  
SPRINGFIELD, MISSOURI 65802  
CONTACT: BETHANY FORRESTER 417-831-8529  
AS SHOWN

ATT DISTRIBUTION  
222 W. MAIN STREET  
PARK HILLS, MISSOURI 63601  
CONTACT: 573-431-4589  
AS SHOWN

SANITARY SEWER

CITY OF SPRINGFIELD  
840 BOONVILLE AVENUE  
SPRINGFIELD, MISSOURI 65802  
CONTACT: DAN SMITH 417-864-1902  
AS SHOWN

STORM SEWER

CITY OF SPRINGFIELD  
840 BOONVILLE AVENUE  
SPRINGFIELD, MISSOURI 65802  
CONTACT: DAN SMITH 417-864-1902  
AS SHOWN



INFORMATION NOTES

\*\*SITE IS TO BE CONSTRUCTED IN TWO PHASES; HOWEVER, ALL CALCULATIONS BELOW WERE CALCULATED FOR THE OVERALL DEVELOPMENT.

CURRENT ZONING = PD PLANNED DEVELOPMENT, NO. 269  
PROPOSED ZONING = PD PLANNED DEVELOPMENT, NO. 378  
EXISTING USE = VACANT LOT  
EXISTING COVER = GRASS AND SCATTERED TREE CLUMPS  
PROPOSED USE = INDEPENDENT SENIOR LIVING (MULTI-FAMILY)  
SITE AREA = 3.34 ACRES  
DENSITY (32 UNITS/ACRE MAX) = 100 UNITS/3.34 AC = 30.3 UNITS/AC

BUILDING INFORMATION

BUILDING FLOOR AREA = 34,248 (24% OF SITE)  
GROSS FLOOR AREA = 102,744 SF  
PROPOSED BUILDING HEIGHT = 3 STORIES/ 45'-5 1/4"  
PROPOSED MAXIMUM BUILDING HEIGHT = 4-STORY  
1 BEDROOM UNITS = 34 UNITS  
2 BEDROOM UNITS = 66 UNITS

SITE INFORMATION

IMPERVIOUS SURFACE = 2.35 AC  
IMPERVIOUS SURFACE RATIO (0.75 MAX)= 2.35 AC/3.34 AC (0.70)  
OPEN SPACE = 0.99 AC, OPEN SPACE AREA INCLUDES ALL PERVIOUS AREA SUCH AS PARKING ISLANDS, LAWN, PLANTING BEDS, AND BIORETENTION BASINS  
OPEN SPACE RATIO (0.6% MIN) = 30.08  
USABLE OPEN SPACE = 0.20 AC, USABLE OPEN SPACE AREA INCLUDES AREA WHERE ACTIVITIES CAN BE PERFORMED SUCH AS OPEN LAWN SPACE  
SETBACKS  
ORAND = 20' MIN  
DELMAR = 15' MAX  
CLIFTON = 15' MAX  
VEHICULAR USE AREA = 1.29 AC (38.6%)  
PEDESTRIAN USE AREA = 1.06 AC (31.7%)

PROPERTY DESCRIPTION

ALL OF LOTS ONE (1) AND FOUR (4) FINAL PLAT SCENIC STATION RECORDED IN PLAT BOOK 22 PAGE 107 IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

APPLICANT/DEVELOPER

DELMAR MEADOWS, L.P.  
ATTN: JAY BURCHFIELD  
302 CAMPUS VIEW DRIVE, SUITE 211  
COLUMBIA, MISSOURI 65201  
JBURCHFIELD@SILVERTREECO.COM

PROPERTY OWNER

ATTN: JOE RENNER  
SIMMONS BANK  
4033 NORTH SHILOH DRIVE  
FAYETTEVILLE, ARKANSAS 72703  
JOE.RENNER@SIMMONSBANK.COM

FLOOD PLAIN NOTE

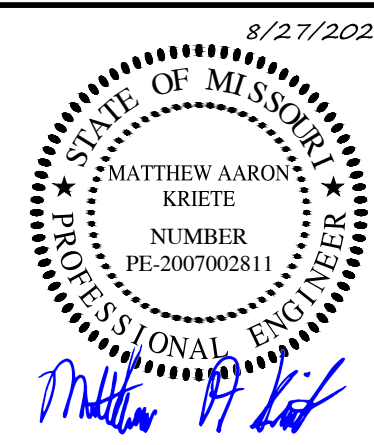
THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE, AS SHOWN BY FLOOD INSURANCE RATE MAP NUMBER 29077C0329E, DATED DECEMBER 17, 2010.

SHEET INDEX

|       |                            |
|-------|----------------------------|
| C0.01 | COVER                      |
| C1.01 | SITE PLAN                  |
| C2.01 | STORM SEWER & UTILITY PLAN |
| L1.01 | LANDSCAPE PLAN             |
| --    | SIGN PLAN                  |

DELMAR MEADOWS  
PRELIMINARY DEVELOPMENT PLAN

DELMAR MEADOWS  
2625 WEST DELMAR STREET  
SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE  
PROFESSIONAL ENGINEER  
PE-200700281

IF ORIGINAL SIGNATURE OR DIGITAL AUTHENTICATION IS NOT PRESENT THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

Date  
AUGUST 2, 2021

Revised  
AUGUST 27, 2021

Design: KAH Drawn: BR

COVER

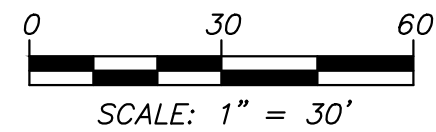
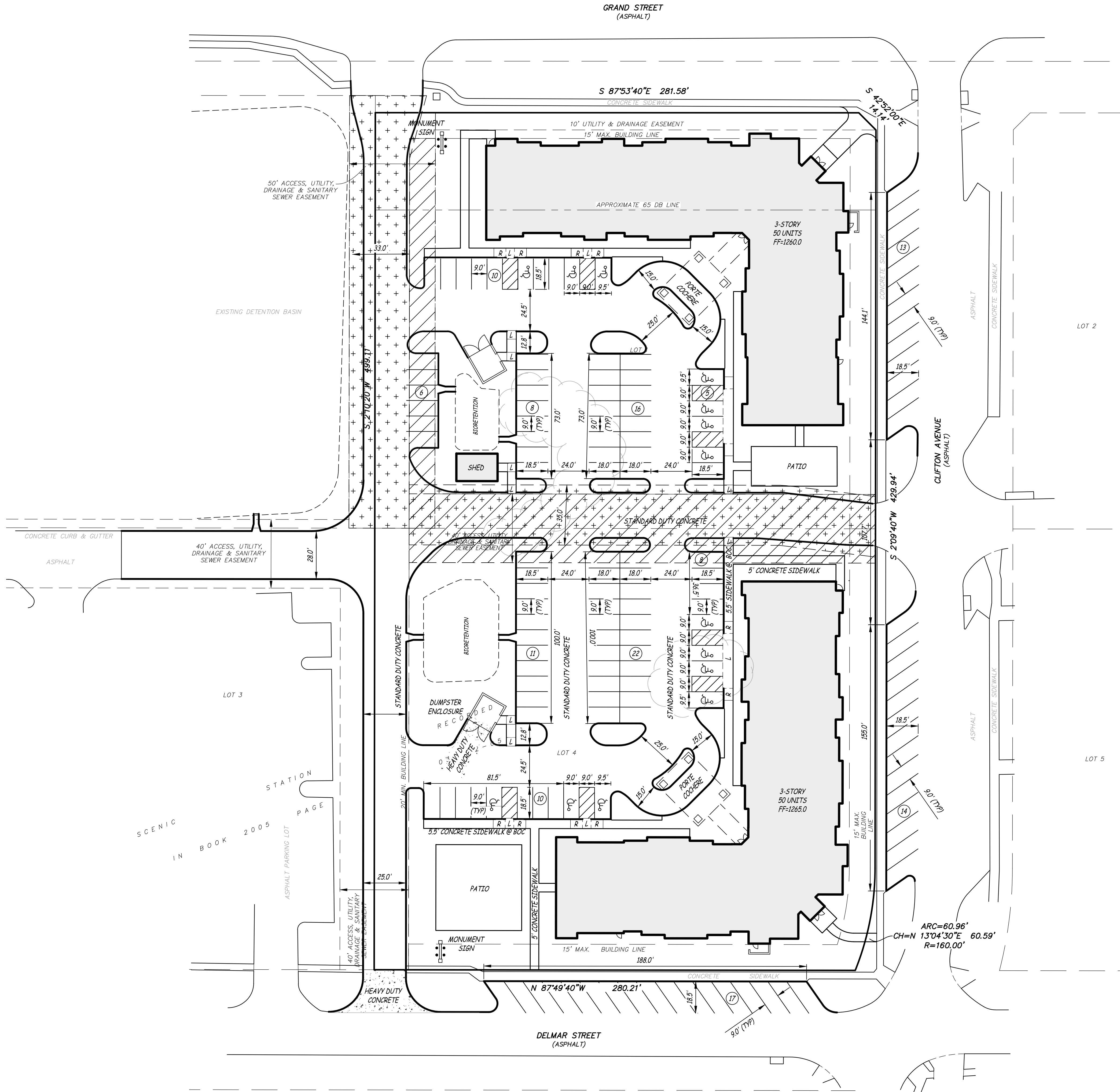
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C0.01

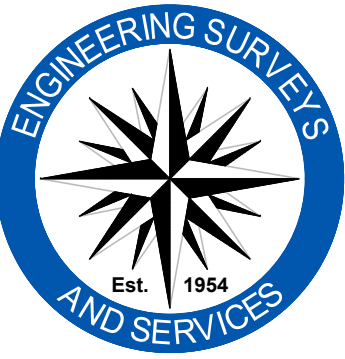
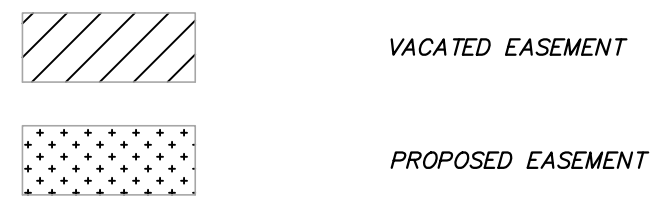
ES&S PROJECT NO. 15175



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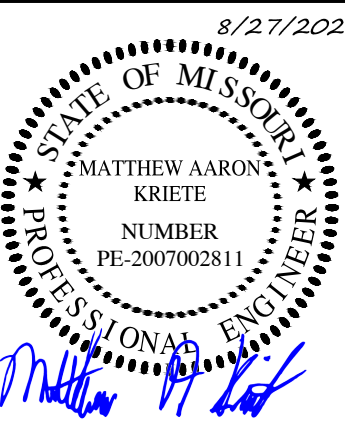


LEGEND



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Other Offices: Wildwood  
Jefferson City - Sedalia - Wildwood  
Missouri Engineering Corporation # 200405018

**DELMAR MEADOWS**  
2625 WEST DELMAR STREET  
SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE  
PROFESSIONAL ENGINEER  
PE-2007002811

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Date  
**AUGUST 2, 2021**

Revised  
1 AUGUST 27, 2021

Design: KAH Drawn: BR

SITE PLAN

Sheet

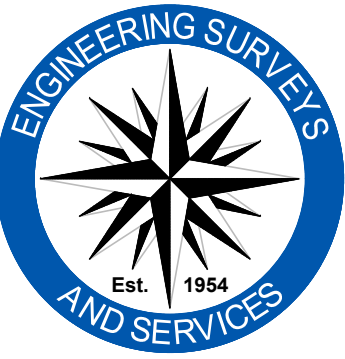
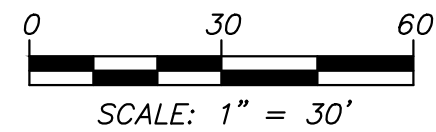
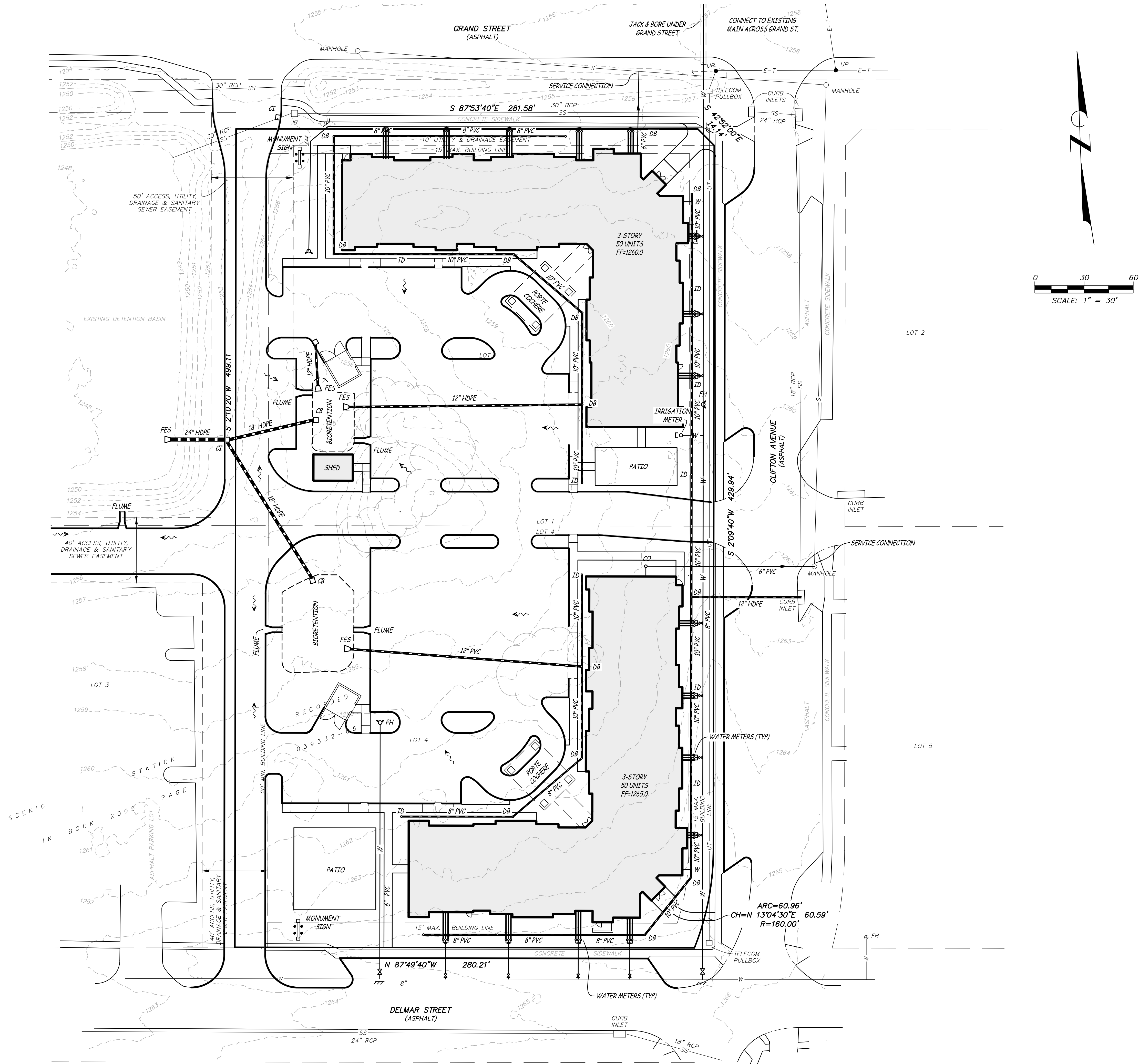
**C1.01**

ESS&S PROJECT NO. 15175

PRELIMINARY DEVELOPMENT PLAN

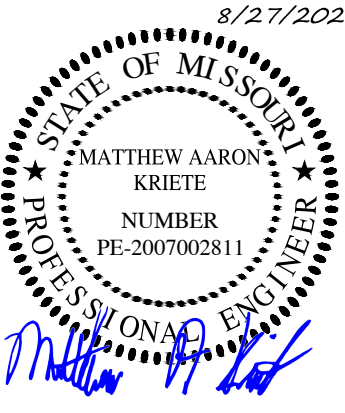


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PE-2007002811

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CERTIFIED DOCUMENT

Date  
**AUGUST 2, 2021**

Revised  
1 AUGUST 27, 2021

Design: KAH Drawn: BR

**STORM SEWER & UTILITY PLAN**

Sheet

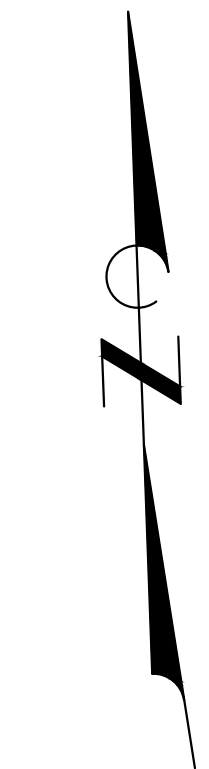
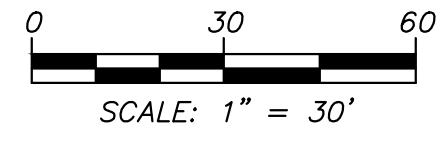
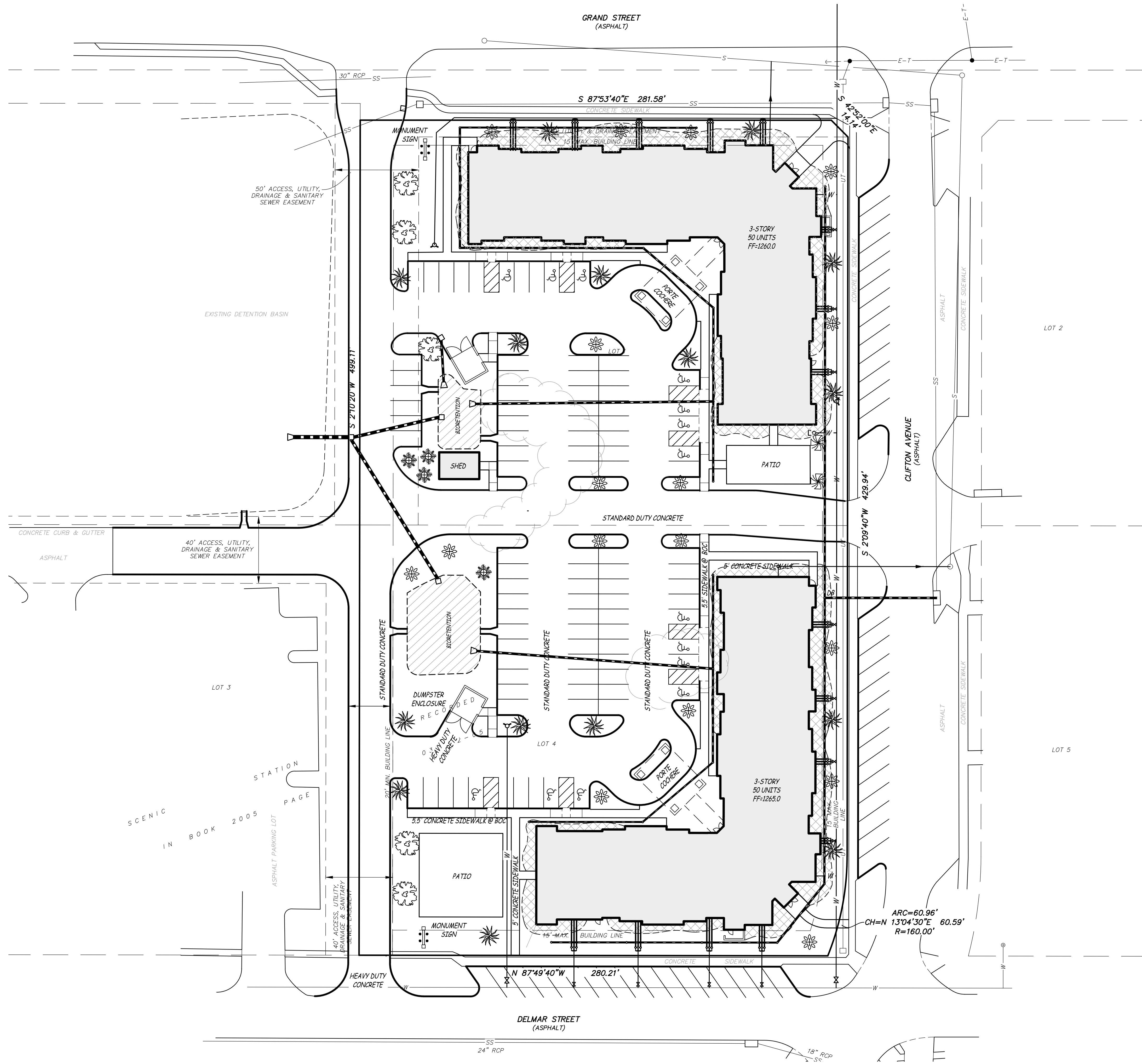
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ESS&S PROJECT NO. 15175

PRELIMINARY DEVELOPMENT PLAN



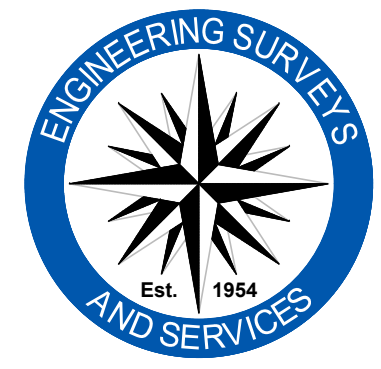
Y:\CURRENTDRAWINGS\AEP\15175\15175 LANDSCAPE PLAN.DWG 8/27/2021



**LANDSCAPE LEGEND**

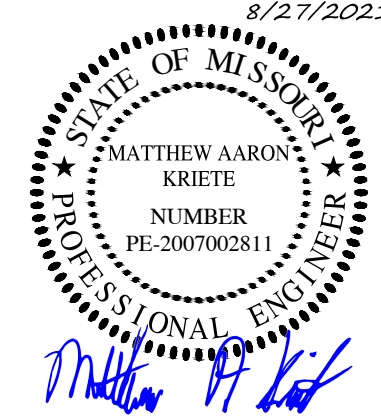
- LARGE DECIDUOUS SHADE TREES (CANOPY TREE)
- MEDIUM DECIDUOUS SHADE TREES (CANOPY TREE)
- SMALL DECIDUOUS SHADE TREES (UNDER STORY TREE)
- ORNAMENTAL DECIDUOUS SHADE TREES
- CONIFERS OR EVERGREEN TREES
- LANDSCAPING BED
- BIORETENTION BASIN

NOTE: CONDENSERS VISIBLE FROM THE RIGHT-OF-WAY SHALL BE SCREENED



**Engineering Surveys & Services**  
 Consulting Engineers, Land Surveyors, and Geoprosessionals  
 Analytical and Material Laboratories  
 1113 Ivy Street, Columbia, Missouri 65201  
 573-449-2646 | www.ess-ne.com  
 Other Offices: Jefferson City - Sedalia - Wildwood  
 Missouri Engineering Corporation # 2040605018

**DELMAR MEADOWS**  
 2625 WEST DELMAR STREET  
 SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE  
 PROFESSIONAL ENGINEER  
 PE-2007002811

IF ORIGINAL SIGNATURE OR DIGITAL AUTHENTICATION IS NOT PRESENT THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

Date

AUGUST 2, 2021

Revised

AUGUST 27, 2021

Design: KAH Drawn: BR

LANDSCAPE PLAN

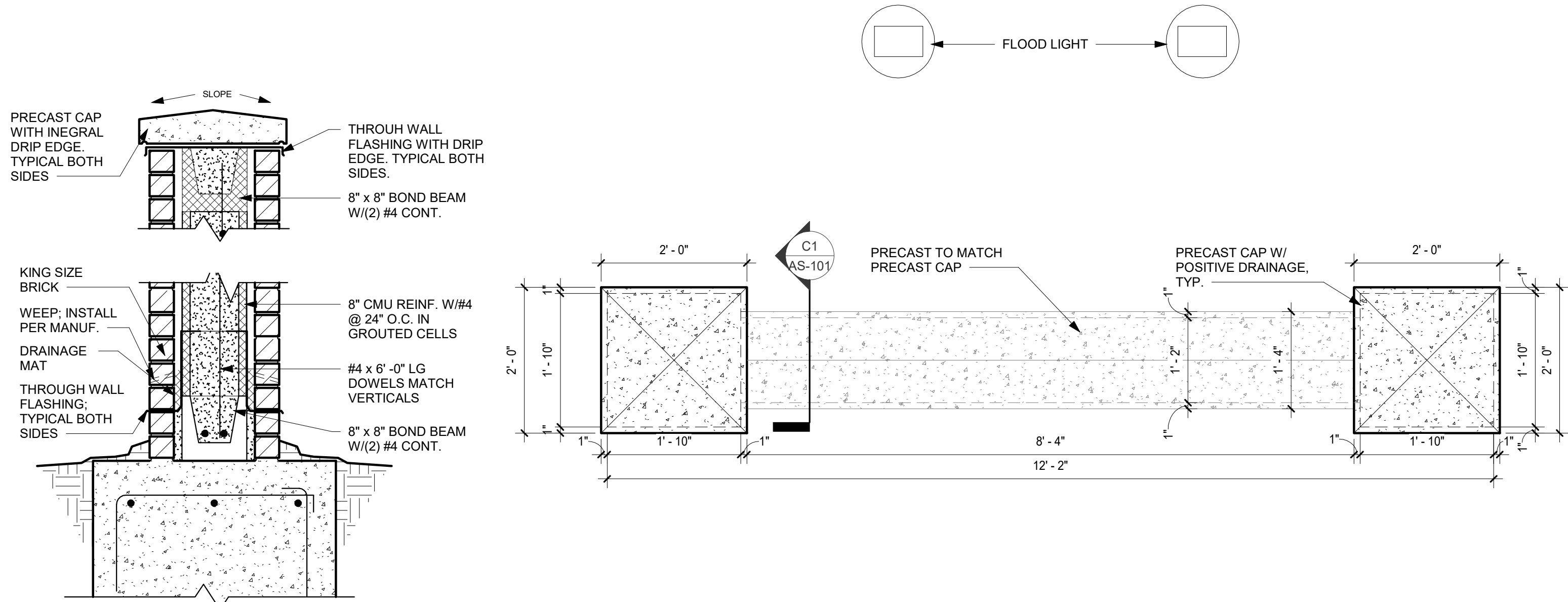
Sheet

L1.01

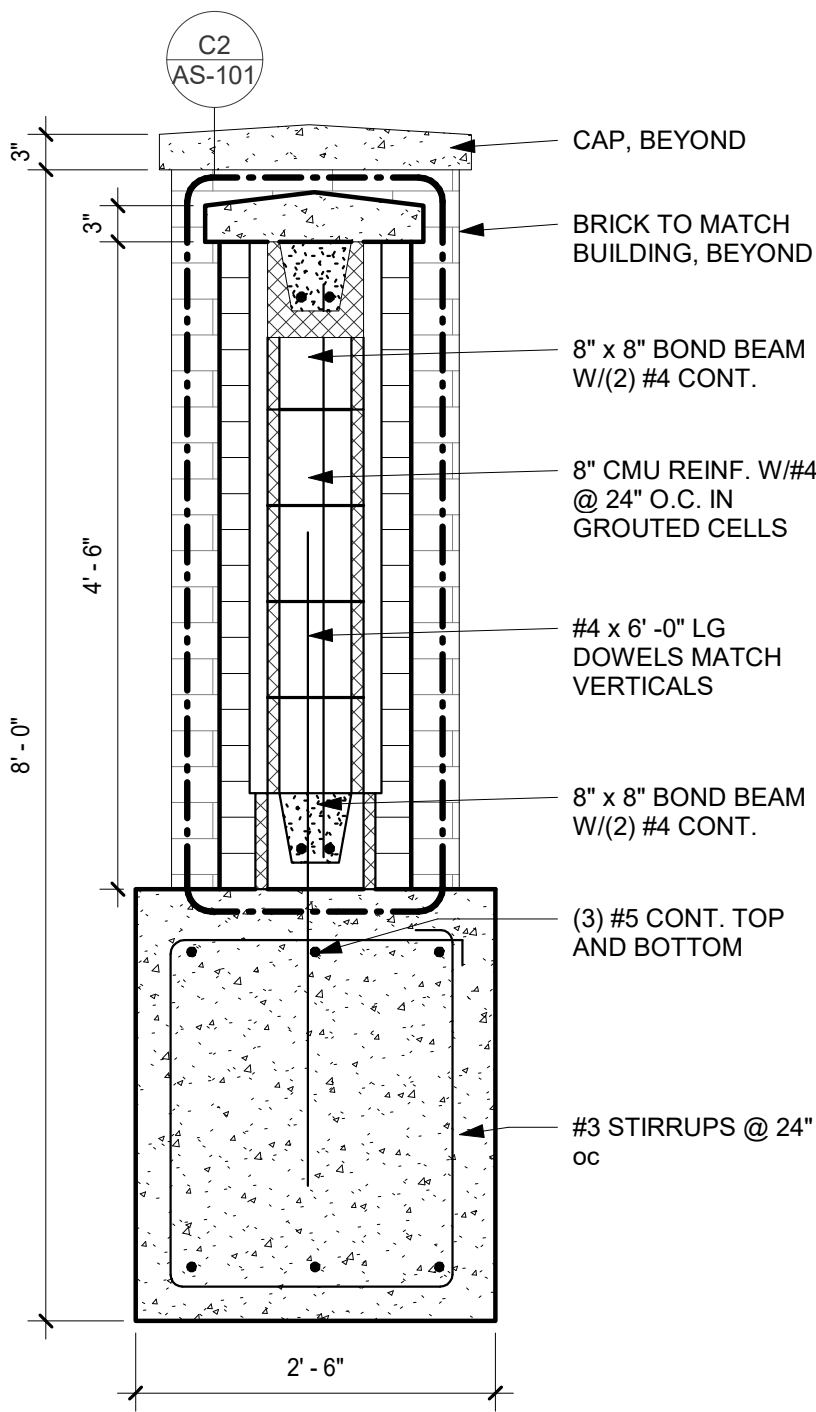
ES&S PROJECT NO. 15175

PRELIMINARY DEVELOPMENT PLAN

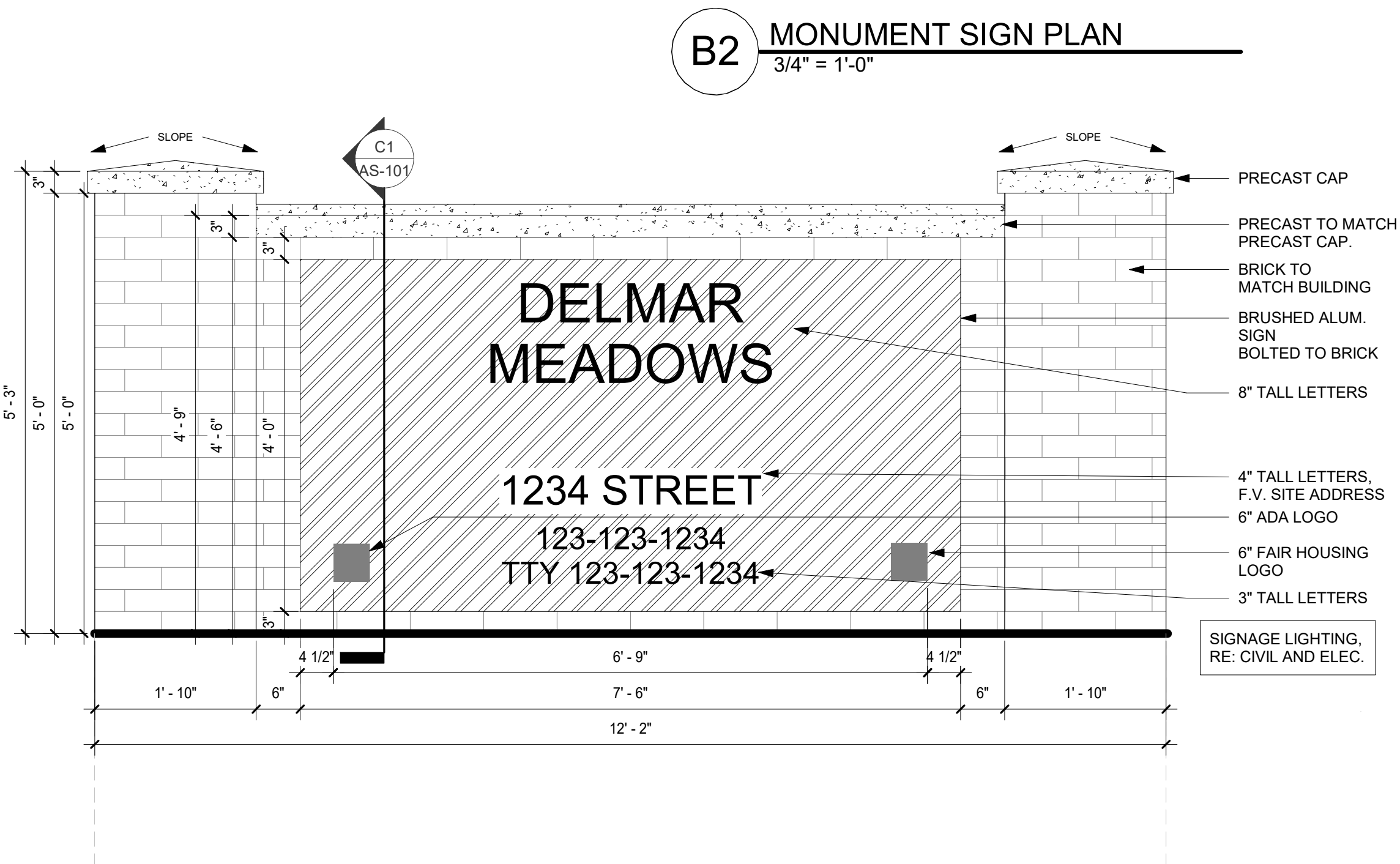




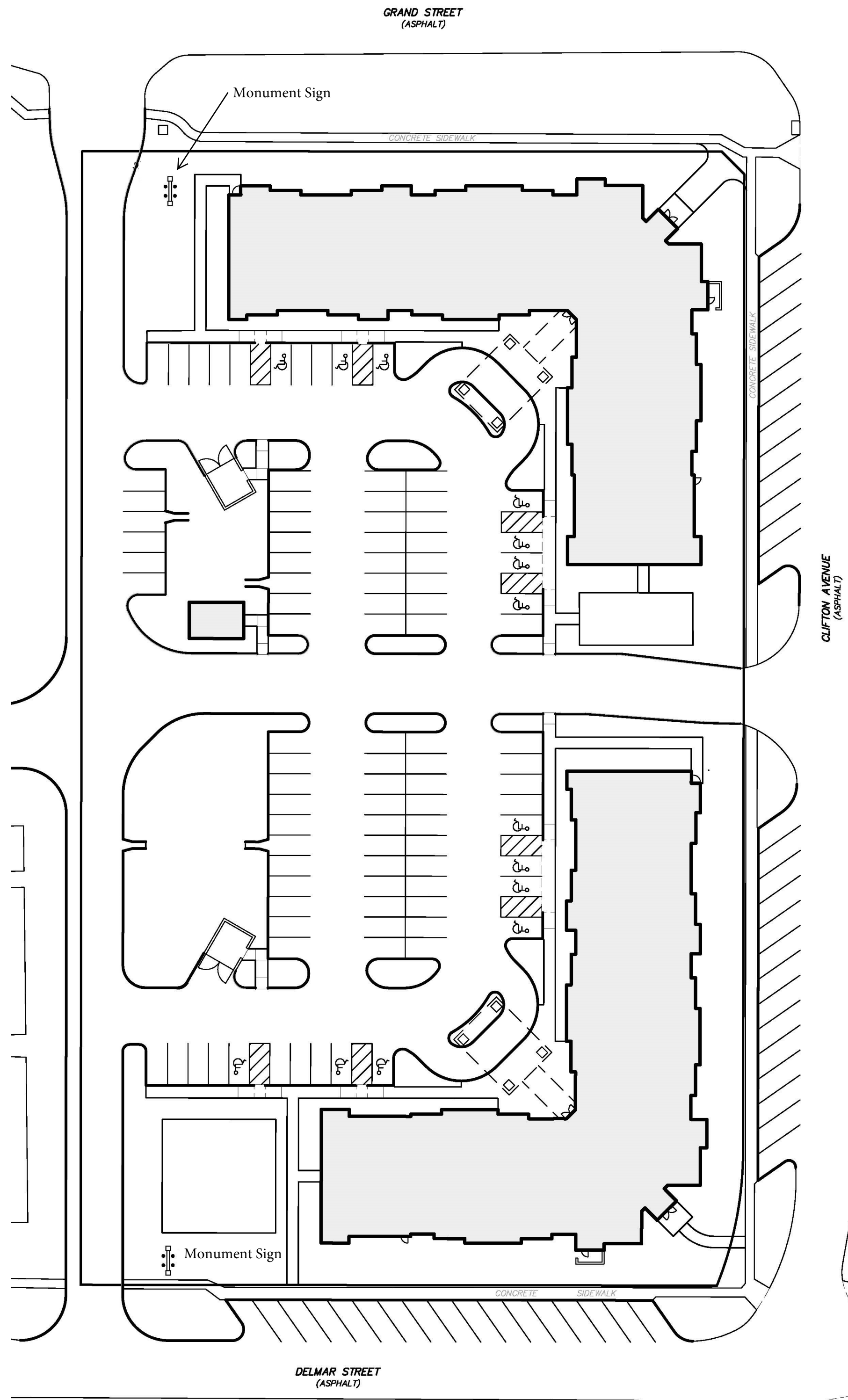
C2 MONUMENT SIGN SECTION  
1" = 1'-0"



C1 MONUMENT SIGN SECTION  
3/4" = 1'-0"

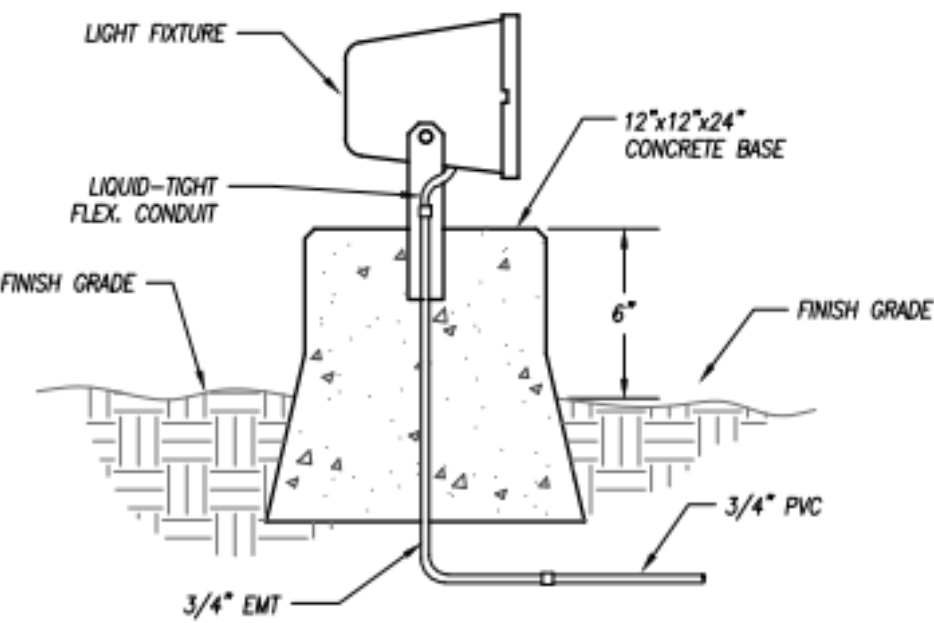


B1. MONUMENT SIGN ELEVATION  
3/4" = 1'-0"



A1 MONUMENT SIGN KEY PLAN  
1" = 40'-0"

B3 FLOOD LIGHT DETAIL: RAB LIGHTING - FFLED18



DELMAR MEADOWS

2625 W. DELMAR STREET  
SPRINGFIELD, GREENE COUNTY,  
MISSOURI

SHEET TITLE  
MONUMENT SIGN

PROJECT NUMBER: 21012

SHEET NUMBER:

AS-101

DRAWN BY: SS CHECKED BY: SS



One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 5  
Filed 09-14-21

Sponsored by Hosmer

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

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

COUNCIL BILL 2021-247

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

### AN ORDINANCE

AMENDING the Springfield City Code, Chapter 42, 'Courts,' Division II, 'Municipal court,' Section 42-41, 'Court costs,' to correspond with changes in state law.

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

Section 1 – Springfield City Code, Chapter 42, 'Courts,' Division II, 'Municipal court,' Section 42-41, 'Court costs,' is hereby amended to read as follows:

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

Sec. 42-41. Court costs.

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

~~(1) Arrest ..... \$ 5.00~~

~~(2) Commitment fee ..... 5.00~~

~~(13)~~ Each juror, per day ..... 6.00

~~(4) Warrant issuance ..... 10.00~~

~~(25)~~ Preparation of transcript for appeal if prepared for a defendant ..... 7.50

~~(36)~~ For defraying the general costs of the operation of the municipal court and maintenance of court facilities pursuant to Missouri Supreme Court Operating Rule 21.01(a)(5) ..... 12.00

- (47) A surcharge ~~F~~for providing operation expenses for shelters for victims of domestic violence ~~battered persons~~, as defined in RSMo 455.200—455.230 pursuant to RSMo 488.607 ..... 2.00
- (58) A surcharge for the training of City police officers of \$2.00, ~~including plus~~ a surcharge of \$1.00 payable to the state treasury to the credit of the peace officers standards and training commission fund created in RSMo 590.178 pursuant to RSMo 488.5336, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city ..... 3.00
- (69) A surcharge for funding the crime victims compensation fund, as required in RSMo 595.045 ..... 7.50
- (740) For the procurement, installation, maintenance, consulting services, and upkeep of a court information and records management system, pursuant to RSMo 488.2220 ..... 5.00
- (844) A fee for the purpose of funding the Inmate Prisoner Detainee Security Fund through a biometric verification program for use at the Greene County Jail for inmates booked for Springfield City Municipal Code violations, pursuant to RSMo. 488.5026 ..... 2.00
- (942) A surcharge pursuant to RSMo. 488.2206 for the purpose of funding court house land assemblage, construction, maintenance and operation expenses ..... 10.00
- (1043) A fee imposed pursuant to RSMo. 559.604 and 559.607 for being placed on supervised probation.
- (1144) A surcharge for the state automation fee imposed pursuant to RSMo. 476.056, 488.012.3(5), and 488.027.2 to be transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Court Automation Fund, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city ..... 7.00
- (b) *Witness fees.* The fees of witnesses shall be the same as those fixed for witnesses in trials before associated circuit judges and shall be taxed as other costs in the case.
- (c) *Alcohol- and drug-related traffic offenses.* In addition to any other penalties and costs provided by law or ordinance, the court may order any person convicted of an alcohol- or drug-related traffic offense to reimburse the city for the costs associated with the arrest of such person. Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical test

made to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody. A schedule of such costs shall be established by the city police department and filed with the clerk of the municipal court, and the court may impose costs in accordance with the schedule; provided that the court may order the costs reduced in a case if the court determines the costs are excessive.

~~(d) Additional fee to be remitted to county. In addition to the costs allowed by statute or ordinance, a fee of \$10.00 shall be assessed as costs in each court proceeding, except that no such fee shall be collected for moving or nonmoving traffic violations, other than violations of section 106-203, 106-205(a) or 106-205(b), nor shall the fee be collected in any proceeding where the defendant or the proceeding has been dismissed. This fee shall be collected in the same manner as provided for collection of municipal court costs, provided the fee shall be transmitted monthly to the treasurer of the county where the violation occurred.~~

(d) None of the costs, fees, or surcharges authorized by this section shall be taxed in any proceeding involving a violation of an ordinance when the proceeding or defendant has been dismissed by the court or when costs are waived or are to be paid by the city.

(e) The municipal judge may decide not to assess court costs against a defendant in those cases where the defendant is found by the municipal judge to be indigent and unable to pay the court costs.

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

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, even if any one or more sections, subsections, sentences, clauses, or phrases were declared invalid.

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

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

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Juan C. Hays, City Manager

## EXPLANATION TO COUNCIL BILL 2021-247

FILED: 09-14-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 42, 'Courts,' Division II, 'Municipal court,' Section 42-41, 'Court costs,' to correspond with changes in state law.

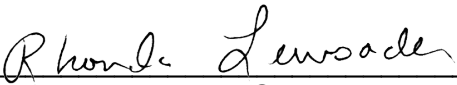
BACKGROUND INFORMATION: Earlier this year, the Office of State Courts Administrator Municipal Assistance Review Unit ("OSCA") conducted a limited review of the Municipal Court's compliance with Supreme Court Rules, Missouri statutes, and Supreme Court Operating Rules regarding court costs ordinances. OSCA's review suggested that City Code Section 42-41 regarding court costs needed to be updated to correspond with changes that had been made in state law over a number of years.

The Municipal Court has assessed court costs in compliance with OSCA's bench card as required by Missouri Supreme Court Rule, rather than the City Code section.

This Council bill would update Section 42-41 to reflect current statutory authority and language for court costs. The update incorporates the suggestions of OSCA and additional revisions based on a legal review of current Missouri sentencing statutes.

Submitted by:

Approved by:

  
Rhonda Lewsader, City Attorney

  
Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 12  
Filed 09-14-21

Sponsored by Hardinger

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

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

COUNCIL BILL 2021- 248

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with  
2 the owners of the property generally located at 2131 West Kingsley  
3 Street, to purchase the real property at this location; and  
4 authorizing certain other documents and actions in connection  
5 therewith.  
6  
7

8 WHEREAS, City Council approved Council Bill 2021-208 on August 23, 2021,  
9 approving the budget adjustment for Fiscal Year 2021-2022 necessary for the purchase  
10 of the Fieldhouse SportsCenter property and this adjacent property located at 2131  
11 West Kingsley Street, and the acquisition of this adjacent property will be funded by the  
12 carryover appropriation set out in said Budget Adjustment 003.  
13

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

17 Section 1 – City Council hereby approves the purchase of the real property  
18 generally located at 2131 West Kingsley Street, to become part of the Springfield-  
19 Greene County Park Board’s countywide park system, said property more particularly  
20 described in “Exhibit A,” which is attached hereto and incorporated herein by reference.  
21

22 Section 2 – The City Manager, or his designee, is hereby authorized to enter into  
23 a Contract for Purchase of Real Estate substantially in the form and content as that  
24 agreement attached hereto and incorporated herein by reference as “Exhibit B,” and to  
25 do all things necessary, including the execution of contracts, as approved by the City  
26 Attorney or her designee, in order to carry out the intent and purpose of this Ordinance  
27 and said contracts.  
28

29 Section 3 – This Ordinance shall be in full force and effect from and after  
30 passage.  
31

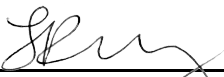
32 Passed at meeting: \_\_\_\_\_  
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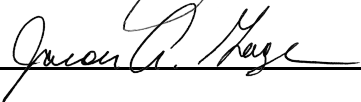
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\_\_\_\_\_  
Mayor

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

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

Approved as to form:  \_\_\_\_\_, Assistant City Attorney

Approved for Council Action:  \_\_\_\_\_, City Manager

## **EXPLANATION TO COUNCIL BILL 2021-248**

FILED: 09-14-21

ORIGINATING DEPARTMENT: Parks

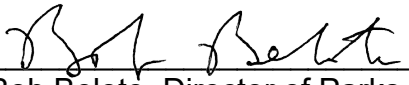
**PURPOSE:** Authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property generally located at 2131 West Kingsley Street, to purchase the real property at this location; and authorizing certain other documents and actions in connection therewith.

**BACKGROUND INFORMATION:** On August 23, 2021, through the passage of Council Bills 2021-207 and 2021-208, respectively, City Council approved the acquisition of the Fieldhouse SportsCenter ("Fieldhouse") located 2235 West Kingsley Street and approved the use of the Fieldhouse Facility Project Bonds and the General Fund carryover funds, with an appropriate budget adjustment, for the purchase of the Fieldhouse and the adjacent lot located at 2131 West Kingsley Street. The acquisition of the adjacent lot, located at 2131 West Kingsley Street, will be funded by the carryover appropriation set out in said Budget Adjustment 003.

The acquisition of this 2.33-acre lot (depicted in "Exhibit C") will help accommodate future expansion of the adjacent Fieldhouse facility, if and when project funding becomes available. While there is adequate room to construct an additional 40,000 square-foot addition on the Fieldhouse property site, there is inadequate parking on the Fieldhouse property segment to support that expansion. Acquisition of this lot would provide space for 200+ additional parking stalls and be essential to any future expansion plans for the Fieldhouse Sportscenter, such as adding four additional courts onto the existing facility. The City's Planning and Zoning Commission approved the acquisition of the Fieldhouse Sportscenter and the vacant lot located at 2131 W. Kingsley Street on August 19, 2021. Staff respectfully requests approval of this Ordinance.

Recommended by:

Approved by:

  
\_\_\_\_\_  
Bob Belote, Director of Parks

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



**Exhibit A**

**LEGAL DESCRIPTION**

**2131 W KINGSLEY ST, SPRINGFIELD MO 65807**

A TRACT OF LAND BEING A PART OF LOT 1 OF CHESTERFIELD CROSSING, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°58'30"E, ALONG THE WEST LINE OF SAID LOT 1, 469.75 FEET; THENCE S88°55'50"E, 209.62 FEET; THENCE S00°58'50"W, 445.75 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE THROUGH A NON TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°30'30", A RADIUS OF 295.00 FEET, AN ARC LENGTH OF 100.44 FEET, AND A CHORD BEARING OF S79°25'35" W; THENCE S 89°10'55"W, CONTINUING ALONG SAID SOUTH LINE, 90.00 FEET; THENCE S 88°47'40"W, CONTINUING ALONG SAID SOUTH LINE, 21.74 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.23 ACRES.  
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

# Exhibit B

|                                                                                                                                                                                                                                                                 |                                   |                                                                                                                                                                                                                                                                          |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>ROUTING ORDER</b>                                                                                                                                                                                                                                            | <b>(1) ORIGINATING DEPARTMENT</b> | <b>(2) SELLER</b>                                                                                                                                                                                                                                                        | <b>(3) FINANCE DEPARTMENT</b>  |
|                                                                                                                                                                                                                                                                 | <b>(4) LAW DEPARTMENT</b>         | <b>(6) CITY MANAGER'S OFFICE</b>                                                                                                                                                                                                                                         | <b>(6) CITY CLERK'S OFFICE</b> |
| <b>EFFECTIVE DATE</b>                                                                                                                                                                                                                                           | <b>CLOSING DATE</b>               | <b>CONTRACT NUMBER:</b>                                                                                                                                                                                                                                                  |                                |
| <b>City/Buyer</b>                                                                                                                                                                                                                                               |                                   | <b>Seller</b>                                                                                                                                                                                                                                                            |                                |
| CITY OF SPRINGFIELD, MO<br>840 N BOONVILLE AVE, PO Box 8368<br>SPRINGFIELD, MO 65802<br>PHONE (417) 864-1000; FAX (417) 864-<br>ATTN: BOB BELOTE, DIRECTOR OF PARKS AND RECS<br>EMAIL: <a href="mailto:BBELOTE@SPRINGFIELDMO.GOV">BBELOTE@SPRINGFIELDMO.GOV</a> |                                   | 4G'S INVESTMENTS-C LLC<br>PO Box 577, REPUBLIC MO 65738<br>ATTN: ERNEST GIDDENS<br>PHONE: 417-840-1255; EMAIL: <a href="mailto:EG4GINVEST@GMAIL.COM">EG4GINVEST@GMAIL.COM</a><br><b>ADDRESS OF PROPERTY TO BE PURCHASED:</b><br>2131 W KINGSLEY ST, SPRINGFIELD MO 65807 |                                |

## CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above effective as of the date and time of final acceptance, hereinafter referred to as "Effective Date," which shall be the date upon which the final party executes this Contract as evidenced by the dates immediately below each party's representative's name.
2. **PURPOSE.** The City, by and through the Springfield-Greene County Park Board (hereinafter "Park Board"), has identified the land owned by 4G'S Investments-C, LLC, a Missouri Limited Liability Company (hereinafter "Seller"), for acquisition for Park Board's use as part of its Springfield-Greene County Park System.
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by Special Warranty Deed, which shall be free from all liens and encumbrances except standard easements and restrictions, the real property located at 2131 W Kingsley St, Springfield, Greene County, Missouri 65807, more particularly described in "Exhibit A", which is attached hereto and incorporated herein by reference, including all improvements and fixtures located thereon and appurtenances thereto (collectively, the "Property").
4. **PURCHASE.** This Contract will be valid upon City Council approval and appropriation of funds, with the City agreeing to buy and the Seller agreeing to sell the Property upon the following terms and conditions:
  - a. **PURCHASE PRICE.** The City agrees to purchase the Property for Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00), payable by cashier's check, certified check or electronic wire transfer.
  - b. **CONTINGENCIES.** This Contract and the City's obligation to purchase and accept the Property is subject to the following contingencies, and the City may elect to declare this Contract null and void prior to the Contingency Deadline (as defined below) if:
    - i. An environmental assessment of the Property performed on behalf of the City individually or by and through the Park Board, discloses that hazardous substances may have been released on the Property, or that the Property is otherwise contaminated or environmentally impaired; or
    - ii. A survey or inspection of the Property discloses any encroachments, overlays, boundary line disputes, violation of subdivision or other restrictions, or rights or claims of third parties in possession, or similar matters unacceptable to the City, are disclosed on any portion of the Property, which are unacceptable to the City; or
    - iii. The title insurance commitment referred to in paragraph 7 of this Contract shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to the City; or
    - iv. There has been a material change in the physical condition of the Property so that it would be unfit for park purposes; or
    - v. There are rights or claims of parties in possession not shown by public records; or

- vi. There are legal proceedings pending which involve the Property; or
  - vii. There are encroachments, overlays, boundary line disputes, or similar matters disclosed by an accurate current survey or inspection of the premises.
- c. **CONTINGENCY DEADLINE.** The City shall have until October 20, 2021 (the "Contingency Deadline") to determine whether the contingencies set forth in Section 4(b) above are acceptable to the City. If the City, in its sole and absolute discretion, shall not be satisfied in any respect either with the results of: (a) any inspections and/or examinations conducted by the City, (b) the contingencies set forth in Section 4(b), or (c) for any other reason, then the City may terminate this Contract, provided that written notice of such termination is given to Seller on or before the expiration of the Contingency Deadline. Upon any such termination pursuant to this Section 4(c), prior to expiration of the Contingency Deadline, the parties shall have no further rights or obligations with respect to this Contract except those which specifically survive such termination.

5. **SELLER'S REPRESENTATIONS.** Seller represents to the City, as follows:

- a. Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dumpsites on the Property, either at present or in the past;
- b. The Property is subject to a real estate listing agreement or other agreement providing for a real estate commission;
- c. There have been no unpaid improvements or other work performed in connection with the Property that would give rise to the filing of any mechanic's liens against the Property;
- d. The Seller has full authority to enter into this Contract and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties; and
- e. These representations are continuing and will be true at closing, unless Seller has given the City notice of the contrary in writing prior to closing.

6. **ADDITIONAL TERMS AND CONDITIONS.**

a. **Environmental Conditions -**

- (1) The City shall cause a Phase 1 Environmental Assessment to be made of the Property. If the Phase 1 Environmental Assessment indicates the need for a full Phase 2 Environmental Assessment and if the Phase 2 Environmental Assessment indicates that there is Hazardous Substance on the Property, either party upon receipt of said report, may cancel this Contract by written notice. In the event there is any Hazardous Substance on the Property, and this Contract is not rescinded, the Seller may elect, in its sole discretion, to cause the Hazardous Substance to be removed provided it is removed prior to Closing, and upon its removal the Seller shall certify through an environmental engineer to the City that it has removed all such Hazardous Substances and shall deliver to the City a no-further-action letter from MDNR, provided the City shall have the right to independently inspect the Property to verify such certification. In the event the City determines that the Seller has not removed all such Hazardous Substances, or otherwise has not completed all remedial actions, the City shall not have any obligation to buy the Property until the Seller removes the Hazardous Substance, provided the City shall notify the Seller of any noncompliant condition and give the Seller the opportunity to remove the Hazardous Substance.
- (2) **Definition of Hazardous Substance.** As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is or becomes hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant", or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule, or ordinance including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. " 9601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. " 6901 et seq.); (3) which is toxic,

explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is, or becomes, regulated by any governmental authority, agency, department, or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates; (5) and/or any naturally-occurring but harmful substance such as methane or radon. For the purposes of this definition, asbestos is not included in the environmental assessment and is treated separately in Paragraph 9 hereunder.

b. Other conditions and consideration.

- (1) The Seller represents and warrants to City that there is no lease in force related to the Property and such representation and warranty shall survive the Closing date. The Seller shall not execute any agreements relating to the Property after the parties' execution of this Contract without the prior written consent of the City, which said consent may be withheld by the City at its sole discretion. Subject to the provisions of this paragraph, the Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

7. CLOSING AND POSSESSION.

- a. The "Closing" is the delivery and recording of the Seller's Special Warranty Deed (unless another type of deed is mutually agreed to in writing by the parties) and the payment of the purchase price by the City, which shall occur within five (5) days after the City has obtained the necessary funding for the purchase of this Property, with said date to be scheduled at a mutually agreeable date and time by all parties to this Contract, unless otherwise agreed to in writing, provided that all contingencies and conditions setout herein have been satisfied or waived, all documents have been signed, and there is a commitment showing merchantable title in Seller. Notwithstanding anything to the contrary, the Closing shall occur on or before October 29, 2021.
- b. Seller will be responsible for one-half of all escrow fees or charges imposed by the Title Company; and (v) any real estate broker fees due to any real estate broker representing the Seller. The City will be responsible for: (i) the cost of its due diligence and inspections of the Property; (ii) the title commitment expense, (iii) the premium for the owner's title; (iv) one-half of all escrow fees or charges imposed by the Title Company; and (v) costs of the survey. All other Closing costs and expenses not allocated above shall be divided between the parties in accordance with the custom of the jurisdiction where the Property is located.
- c. The City shall take possession of the Property at the time of closing.
- d. The Seller acknowledges that proceeds will not be disbursed until the Deed has been recorded.

8. CLOSING PROCEDURES.

- a. The City will order necessary title information within five (5) days of the Effective Date of this Contract, at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from a title company licensed and authorized to insure titles in the State of Missouri and will notify Seller, in writing, of its selected title company at said time. Seller shall furnish copies of all documents reasonably requested by the Title Company to confirm ownership and authority to convey the Property. Title Company shall also act as closing agent to prepare documents and handle disbursement of funds from the purchase price.
- b. The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien of current year's taxes.
- c. The City may, at the City's expense, obtain a survey of the Property (and shall obtain a survey if required by the Title Company).

- d. The City may, at the City's expense, have the title commitment examined, and if applicable, the City shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, elect to terminate the Contract or clear title by filing a condemnation proceeding. At the Closing, the Seller shall deliver the Special Warranty Deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City unless otherwise provided. Recording fees shall be paid by the City. The Seller will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close; or condemn the Property at the agreed-to price; or terminate this Contract. The City shall pay the costs of the Owner's Title Insurance Policy. Rental deposits held by Seller, if any, shall be credited to the City at closing.

9. PRORATION - TAXES, UTILITIES AND DEPOSITS.

- a. Seller shall be responsible for all taxes prior to 2020. Taxes for 2021 shall be prorated between the parties and deducted from the price at the time of Closing and paid by the Escrow Agent to Greene County. If taxes are not known at the time of closing, the parties shall estimate based upon taxes assessed in 2020 and pro rate the taxes based upon the estimate.
- b. Interest, rentals and association dues, if applicable, shall be prorated to the Closing Date and the Seller shall be responsible for payment of Seller's prorated share accrued as of the date of closing.
- c. All utilities to the Property shall be read on the transfer of possession date and transferred to the City. The City shall not be responsible for utility costs incurred prior to transfer of possession.

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

- a. The type of soil composition, and whether there exists on the Property any sink holes, voids, asbestos, other "special wastes" or any environmentally hazardous or otherwise regulated substances which might impose liability on the City as a subsequent owner of the Property; and
- b. Such other inspections as the City deems reasonably necessary including a survey of the Property.
- c. The Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections. The City shall restore the Property to its original condition and indemnify and hold harmless the Seller from any liability incurred as a result of such inspection activities.
- d. The Seller further acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the Seller from the obligation to satisfy any contingencies contained in this Contract within the applicable time periods.

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

- a. The Seller has complied with Seller's obligations; and

- b. The Property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of the offer, unless otherwise agreed to in writing; and
  - c. Any contingency or defect of title has been resolved.
12. **CONDITION OF PROPERTY.** Except for the representations and warranties of Seller expressly set forth herein, the City acknowledges that it has investigated the Property to its satisfaction, and that Property shall be conveyed and transferred to the City, "AS IS, WHERE IS, AND WITH ALL FAULTS," and specifically and expressly without any representations, warranties or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller. SELLER HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The terms and conditions of this Section shall expressly survive the Closing.
13. **REMEDIES UPON DEFAULT.**
- a. The Seller or the City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than thirty (30) days.
  - b. If this Contract shall not be closed for the fault of the Seller, then the City may elect to either sue for specific performance of the Contract and any incidental damages arising therefrom, or be paid liquidated damages of Five Percent (5%) of the total sale price from the Seller, it being agreed that the actual damages of the City are difficult, if not impossible, to ascertain, or condemn the Property at the agreed to price.
  - c. With the exception of the requirements of approval of City Council and appropriation of funds, as described in paragraph 4 above, if this Contract shall not be closed for the fault of the City, then the Seller shall be paid liquidated damages of Five Percent (5%) of the total sale price from the City, it being agreed that the actual damages of the Seller are difficult, if not impossible, to ascertain, or condemn the Property at the agreed to price.
  - d. In the event Seller shall fail to deliver possession of the Property to the City on the date of closing or an otherwise written agreed-to date, in addition to all legal remedies available to the City, the Seller shall thereafter be obligated to pay daily rental to the City in the amount of One Hundred Dollars (\$100) per day until the City obtains possession, in addition to the City's reasonable attorney fees and court costs incurred in obtaining possession.
  - e. In the event the Property is destroyed or partially destroyed by calamity, including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to the Seller, or to claim said insurance proceeds and pay the full purchase price. If the Seller fails to maintain insurance or sufficient insurance, the City shall have the option of declaring this Contract null and void if the Property is destroyed or partially destroyed by calamity, including but not limited to fire.
14. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.
15. **NOTICE.** All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to the City and the Seller by one of three different means: Facsimile Transmission ("FAX") if

both parties have a FAX number; U.S. Postal Service Mails; hand delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods. The date of notice shall be:

- a. The date upon which notice is hand delivered to the receiving party;
- b. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;
- c. The third day following mailing of the notice, whichever first occurs.
  - i. It shall be sufficient if notices to the City are addressed to: City Attorney, City of Springfield, 840 N. Boonville Ave, Springfield, MO 65801.
  - ii. It shall be sufficient if notices to the Seller are addressed to: 4G'S INVESTMENTS-C LLC, PO Box 577, REPUBLIC MO 65738

16. HEADINGS. The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision thereof.
17. SEVERABILITY. In the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by a final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.
18. NO ASSIGNMENTS. The City may not assign this Contract or any of its rights or obligations hereunder without prior written consent of the Seller. The Seller may not assign this Contract or any rights or obligations hereunder without the prior written consent of the City.
19. VENUE AND JURISDICTION. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
20. GOVERNING LAW. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. This Contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of Contract.
21. ENTIRE CONTRACT. 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.
22. SURVIVAL OF PROVISIONS. To the extent necessary to carry out the intent of this Contract, the provisions herein shall survive the closing/settlement of this transaction.
23. CONFLICT OF INTEREST. By signing this Contract, Seller represents and certifies that no salaried officer or employee of the City of Springfield, Missouri, and no member of the City Council of the City has a financial interest, direct or indirect, in this Contract. A violation of this provision renders this Contract void. No federal or state regulations and applicable provisions of RSMo Section 104.540 et seq. shall be violated.
24. EXECUTION. The execution of this Contract shall constitute legal and binding obligations of the parties. To facilitate execution, this Contract may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.

25. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the Laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated and hereby verify that they are authorized to sign on behalf of and bind each of their designated entities/parties to this Contract.

**SELLER/4G’S INVESTMENTS-C LLC/OWNER**

**BUYER/CITY OF SPRINGFIELD, MO**

By: \_\_\_\_\_  
Ernest W. Giddens, Manager  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jason Gage, City Manager  
Date: \_\_\_\_\_

**CITY OF SPRINGFIELD, MO, BY AND THROUGH THE  
SPRINGFIELD-GREENE COUNTY PARK BOARD**

By: \_\_\_\_\_  
Sydney Needham, Park Board Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Belote, Director of Parks and Recreation  
Date: \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE:** On the \_\_\_\_ day of \_\_\_\_\_, 2021, 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 therefore.

By: \_\_\_\_\_  
**DIRECTOR OR ACTING DIRECTOR OF FINANCE**

APPROVED AS TO FORM BY:                     *Jelly*                    , City Attorney or Assistant City Attorney

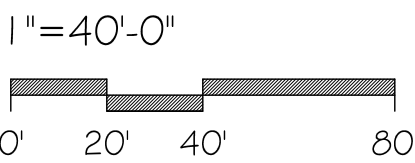




*FIELDHOUSE SPORTSCENTER  
PROPERTY EXHIBIT*

**Exhibit C**

APRIL 23, 2021





One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 205  
Filed: 09-14-21

Sponsored by: Hosmer

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

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

COUNCIL BILL 2021- 249

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

### AN ORDINANCE

1 APPROVING and accepting the proposal from the team, GAP Collaborative, as the  
2 best value team to design and construct the Grant Avenue Parkway  
3 Project; authorizing the City Manager, or his designee, to enter into a  
4 contract with the GAP Collaborative team leader, Radmacher Brothers  
5 Excavating Company, Inc.; and amending the budget of the  
6 Department of Public Works for Fiscal Year 2021-2022 in the amount  
7 of \$2,714,000.  
8 \_\_\_\_\_  
9

10 WHEREAS, the Grant Avenue Parkway Project ("Project") will create an off-  
11 street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street  
12 and College Street, connecting downtown Springfield with the Wonders of Wildlife  
13 National Museum and Aquarium; and  
14

15 WHEREAS, the Project will include bike and pedestrian-friendly facilities, various  
16 traffic-calming improvements, bridge enhancements, utility upgrades, fiber connectivity,  
17 and additional crossing and intersection improvements in the project area, as depicted  
18 on "Exhibit A," which is attached hereto and incorporated herein by this reference; and  
19

20 WHEREAS, Statements of Qualifications for this Project were solicited by  
21 advertising in *The Daily Events* from March 19, 2021, through March 22, 2021, and from  
22 March 25, 2021, through March 29, 2021, and were submitted April 20, 2021; and  
23

24 WHEREAS, two teams were shortlisted from the submitted Statements of  
25 Qualifications, and a Request for Proposal was issued to those teams; and  
26

27 WHEREAS, proposals were submitted August 20, 2021, and scores were  
28 revealed and cost proposals opened at 10:30 a.m. on August 31, 2021; and  
29

30 WHEREAS, GAP Collaborative, a team led by Radmacher Brothers Excavating  
31 Company, Inc., received the highest score for its proposal.  
32

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

35  
36 Section 1 – City Council hereby approves and accepts the proposal from the  
37 team, GAP Collaborative, led by Radmacher Brothers Excavating Company, Inc. as the  
38 best value team to design and construct the Grant Avenue Parkway Project, and  
39 accepts the cost proposal of GAP Collaborative, for said Project, at the price and sum of  
40 \$22,000,000, except as said sum may be lawfully increased or decreased by the actual  
41 quantities of work units involved.

42  
43 Section 2 – The City Manager, or his designee, is hereby authorized to enter into  
44 a contract with the GAP Collaborative team leader, Radmacher Brothers Excavating  
45 Company, Inc., for such work, said contract to be in in a form approved by the City  
46 Attorney and in accordance with the terms of the Statement of Qualifications, Request  
47 for Proposals, and the proposal as submitted by the GAP Collaborative team.

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

58  
59 Section 4 – City Council hereby amends the budget for Fiscal Year 2021-2022 of  
60 the Department of Public Works in the accounts and in the amounts as shown on  
61 Budget Adjustment No. 020, a copy of which is attached hereto and incorporated herein  
62 by this reference as “Exhibit B.”

63  
64 Section 5 – City Council hereby finds that the budget adjustment made above  
65 has been recommended by the City Manager and further finds that the budget  
66 adjustment herein is necessary to meet the need for relevant public expenditure.

67  
68 Section 6 – This Ordinance shall be in full force and effect from and after  
69 passage.

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

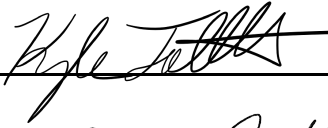
72  
73  
74 \_\_\_\_\_  
75 Mayor

76  
77 Attest: \_\_\_\_\_, City Clerk  
78

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

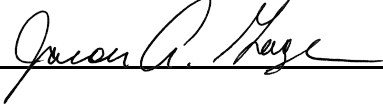
80

81

82 Approved as to form: , Assistant City Attorney

83

84

85 Approved for Council action: , City Manager

## EXPLANATION TO COUNCIL BILL 2021-249

FILED: 09-14-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving and accepting the proposal from the team, GAP Collaborative, as the best value team to design and construct the Grant Avenue Parkway project, as shown in the attached “Exhibit A,” project location map, and authorizing the City Manager, or his designee, to enter into a contract (“Exhibit B”) with the GAP Collaborative team leader, Radmacher Brothers Excavating Company, Inc.; and amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$2,714,000, to appropriate funds from City Utilities.

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

Statements of Qualifications were solicited for this project by advertising in *The Daily Events* from March 19, 2021, through March 22, 2021, and from March 25, 2021, through March 29, 2021. Statements of Qualifications were submitted April 20, 2021. Two teams were shortlisted from the Statements of Qualifications and a Request for Proposals was issued to those teams. Proposals were submitted August 20, 2021, and scores were revealed and cost proposals opened at 10:30 a.m. on August 31, 2021, with the following scores and cost proposals received:

| <u>Proposer</u>   | <u>Score</u> | <u>Cost Proposal</u> |
|-------------------|--------------|----------------------|
| GAP Collaborative | 703          | \$22,000,000         |
| The Hartman Team  | 598          | \$22,000,000         |

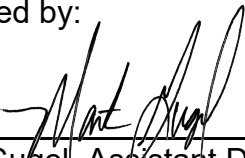
The cost proposal for the project was a fixed price of \$22,000,000 and if accepted, will be funded with \$15,428,800 through a Better Utilizing Investments to Leverage Development (“BUILD”) grant which is already budgeted, \$3,857,200 from the 1/8-Cent Transportation Sales Tax and the 1/4-Cent Capital Improvement Sales Tax which is already budgeted, and \$2,714,000 from City Utilities that is being budgeted with this Council bill.

Supports the following City Council Priorities:

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

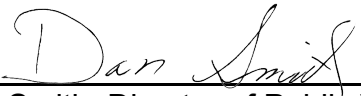
REMARKS: Public Works recommends acceptance of the proposal from the team, GAP Collaborative, as the best value proposal, and recommends passage of this Ordinance and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

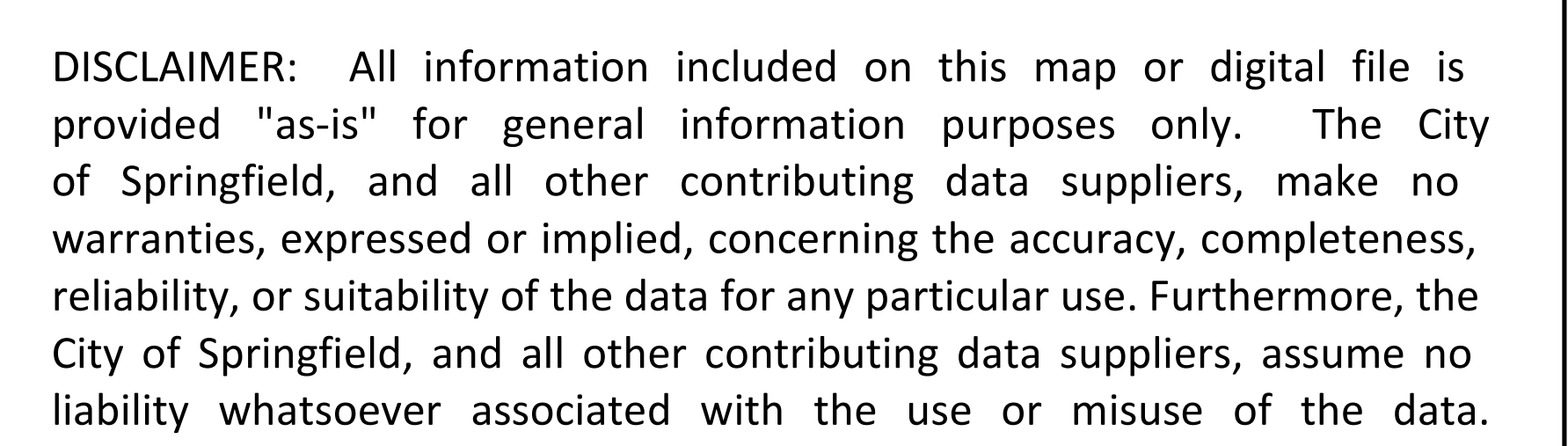
Approved by:



Jason Gage, City Manager



## An aerial photograph of a city grid, likely in St. Louis, Missouri, based on the street names. A prominent red boundary line is drawn across the map, starting from the top center, extending east, then south, and finally west along the bottom. The boundary encloses a large area of the city. A white rectangular label with the text "Exhibit A" is positioned in the upper left quadrant of the map. The map shows a dense network of streets, including major thoroughfares like W. University St. and E. University St. The terrain is a mix of urban development and open land.







## **Book 1 Design-Build Contract**

### **Grant Avenue Parkway Corridor Improvements Project**

City of Springfield, MO

|                 |                 |
|-----------------|-----------------|
| Project Number: | BUILD-5901(816) |
| RFP Issued:     | June 1, 2021    |
| Proposals Due:  | August 20, 2021 |

City of Springfield, MO  
840 Boonville, Springfield, MO 65802





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This Design-Build Contract is entered into as of MONTH DATE, YEAR, by and between the City of Springfield, Missouri (hereinafter, "City") and CONTRACTOR, a corporation (hereinafter, "Contractor"), with reference to the definitions contained in Appendix A hereto and the following facts:

## RECITALS

- A. The Grant Avenue Parkway (GAP) will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street, in the heart of Springfield. The 3-mile stretch will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium (WOW) – linking authentic Springfield experiences for both residents and visitors. The Parkway route will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail network.
- B. The Parkway will start Downtown and end at Sunshine Street, including bike and pedestrian friendly facilities, various traffic-calming improvements, utility upgrades, fiber connectivity and additional crossing and intersection improvements.
- C. An environmental determination of a Categorical Exclusion 2 has been issued for the Project.
- D. Book 4 encompasses environmental commitments and mitigation measures set forth in the Categorical Exclusion 2. Any Contractor design proposals that result in the need to acquire additional Right of Way or impacts extending beyond the Area of Potential Effect (APE) will need to be evaluated to determine the required Environmental Approvals.
- E. The parties intend for the Contract to be a lump-sum design-build Contract obligating the Contractor to perform all Work necessary to complete the Project by the deadlines specified herein, for the Contract Price, subject only to certain specified limited exceptions. To allow the City to budget for the Project and to reduce the risk of cost overruns, the Contract includes restrictions affecting the Contractor's ability to make claims for an increase to the Contract Price or an extension of the Completion Deadlines. The Contractor has agreed in the Contract to assume such responsibilities and risks and has reflected the assumption of such responsibilities and risks in the Contract Price.
- F. If the Contractor fails to complete the Project within the time limitations set forth in the Contract Documents, then the City will suffer substantial losses and damages. The Contract Documents therefore provide that the Contractor shall pay the City substantial Liquidated Damages if such completion is delayed.
- G. The City has provided Informational Documents to the Contractor. The Contractor has no right to rely on the Informational Documents. The City and the Contractor both intend for the Contractor to assume full responsibility and liability with respect to the design of the Project, and the City and the Contractor both intend for the Contractor to indemnify and hold harmless the City and others with respect to any Defects in the Project.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor by the City, the foregoing premises and the covenants and agreements set forth herein, the parties hereto hereby agree as follows.



# 1. Contract Components; Interpretation of Contract Documents

## 1.1. Certain Definitions

Appendix A hereto contains the meaning of various terms used in the Contract Documents.

## 1.2. Contract Documents

The term "Contract Documents" shall mean the documents listed in Section 1.3, including all exhibits thereto.

## 1.3. Order of Precedence for Contract Documents

Each of the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

- 1 Book 1, as executed by the City and the Contractor, including all Appendices. (Design-Build Contract).
- 2 Book 2, including all Appendices, Description and General Information Pages. (Performance Requirements).
- 3 Book 3, Applicable Standards, including Additional Applicable Standards proposed by the Contractor and accepted by the City. The Applicable Standards, including Additional Applicable Standards, are the final Applicable Standards included as Book 3 after final Contract negotiations.
- 4 Book 4, Contract Drawings, Data, and Reports.
- 5 The Proposal Documents and the Proposal Appendix, to the extent that they meet or exceed the requirements of the other Contract Documents. For example, if the Proposal Documents or Proposal Appendix include statements that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the City than the requirements of the other Contract Documents, the Contractor's obligations hereunder shall include compliance with all such statements, offers, and terms. Any information provided by the Proposer in an attachment to its Proposal that is in addition to the information required to be submitted in the Instructions to Proposers (ITP) will be for information only and will not become part of the Contract Documents.

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within a Book or a reference contained within a Book of the Contract Documents, the City shall have the right to determine, in its sole discretion, which requirement(s) apply. The Contractor shall request the City's determination respecting

the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

## 1.4. Informational Documents (Book 5)

The documents included in Book 5 – Informational Documents are for information only and are not Contract Documents to be relied upon by the Contractor. Cross references in the Contract Documents to the Informational Documents do not incorporate the Informational Documents or portions of the Informational Documents as Contract Documents or requirements.

## 1.5. Interpretations

In the Contract Documents, where appropriate:

The singular includes the plural and vice versa;

References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to as of the Proposal Due Date;

Words such as “herein,” “hereof,” and “hereunder” refer to the entire document in which they are contained and not to any particular provision or section;

Words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings;

References to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein include each other gender where appropriate.

Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive. The Contractor acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Proposal, to review the Contract Documents and to bring to the City’s attention any conflicts or ambiguities contained therein. The Contractor further acknowledges and agrees that it has reviewed the Contract Documents, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the Contract Documents. Accordingly, in the event of an ambiguity in or Dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be construed against the Person that prepared them, and instead other rules of interpretation shall be used. The City’s final answers to the questions posed during the proposal process for the Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.

## 1.6. Referenced Standards, Codes, or Criteria

Except as otherwise specified in the Contract Documents, or otherwise directed by the City, references to standards, codes, or criteria; standards, codes, or criteria, shall mean the latest version in effect on the Proposal Due Date, except that the applicable version date of the Additional Applicable Standards shall be the date found acceptable by the City with concurrence by FHWA.

## 1.7. Omission of Details; Clarification by the City

The Contractor shall not take advantage of any apparent Error in the Contract. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the City in writing for such further written explanations as may be necessary and shall conform to the explanation provided. The Contractor shall promptly notify the City of all Errors that it may discover in the Contract Documents and shall obtain specific instructions in writing regarding any such Error before proceeding with the Work affected thereby.

## 1.8. Computation of Periods

References to “days” or “Days” contained in the Contract Documents shall mean Calendar Days unless specified otherwise. If the date to perform any act or give any Notice specified in the Contract Documents (including the last date for performance or provision of Notice “within” a specified time period) falls on a non-Business Day, such act or Notice may be timely performed on the next succeeding day that is a Business Day. Notwithstanding the foregoing, requirements contained in the Contract Documents relating to actions to be taken in the event of an emergency, requirements contained in Section 5.3 and any other requirements for which it is clear that performance is intended to occur on a non-Business Day, shall be required to be performed as specified, even though the date in question may fall on a non- Business Day.

## 1.9. Standard for Approvals

In all cases where Approvals, acceptances or consents are required to be provided by the City or approvals, acceptances or consents are required to be provided by the Contractor hereunder, such Approvals, acceptances, approvals or consents shall not be withheld unreasonably except in cases where a different standard (such as sole discretion) is specified and shall not be unreasonably delayed if no response time is specified. In cases where sole discretion is specified, the decision shall not be subject to Dispute resolution hereunder.

## 1.10. Federal Requirements

Notwithstanding anything to the contrary contained herein, in the event of any conflict between any Federal Requirement and the other requirements of the Contract Documents, the Federal Requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.

## 1.11. Completion Deadlines

The Instructions to Proposers (ITP) requires the Contractor to define Long Term Lane

Closure Duration Deadlines, Location Completion Deadlines, and the Project Completion Deadline as described therein in Appendix I, Form DB-302 Location Completion Deadlines and Form DB-303 Closure Duration Deadlines. All references in the Contract Documents to Completion Deadlines and Project Completion Deadline shall be deemed to mean all Long-Term Lane Closure Duration Deadlines, Location Completion Deadlines, and Project Completion Deadline included in the Proposal Documents.

## 1.12. Geographic Limits of the Project

The geographic limits of the Project shall be the Project limits described in the graphic plot provided by the Contractor in the Proposal. The requirements of the Contract Documents are limited to the geographic limits of the Project.

## 1.13. Revisions to Additional Applicable Standards

The Additional Applicable Standards, as defined by the Contractor, shall be modified as follows and incorporated into Book 3:

All references to the City or City Personnel shall mean the Engineer, as defined in Appendix A.

Except as otherwise provided in Book 2, all references to information, recommendations, or services provided by City shall be disregarded.

The Contractor shall maintain each submittal referenced in the Additional Applicable Standards but is not required to submit the documents to City unless requested.

All references to payment provisions related to pay items, measurement for payment, basis of payment, adjustment of Unit Prices, quantities, method of measurement, extra Work, bonuses, or similar phrases shall be disregarded.

All Additional Applicable Standards that are not City standards or that are City standards that have been modified by the Contractor shall be signed and sealed by a Contractor licensed professional Engineer and Approved by City.

Any standards, portions of standards, or details that have not been specified by the Contractor as Additional Applicable Standards, shall apply to the Project at no additional cost to City.

The City of Springfield General Conditions and Technical Specifications for Public Improvements shall be used. Chapter 2 shall be disregarded. Missouri Standard Specifications for Highway Construction Sections 106.12, 108.1, and 110 shall be used to supplement this contract.

All Applicable Standards and Additional Applicable Standards that include phrases such as “to the satisfaction of the Engineer” or “approved by the Engineer” shall be documented as approved by the Contractor’s Engineer, and the justification for such approval shall also be documented.

City conditions of Approval of Additional Applicable Standards are included as part of the Additional Applicable Standards.

Any proposed design exceptions that have been submitted but have not been Approved by City are not Approved and must be Approved prior to construction.



## 2. Obligations of Contractor

### 2.1. Performance Requirements

#### 2.1.1. Performance of Work

All Materials, services and efforts necessary to achieve Final Acceptance on or before the Final Acceptance Deadline as shown in Appendix I, Form DB-302 shall be the Contractor's sole responsibility, except as otherwise specifically provided in the Contract Documents. Subject to the terms of Section 13, the costs of all such Materials, services and efforts are included in the Contract Price.

#### 2.1.2. Performance Standards

The Contractor shall furnish the design of the Project in accordance with all professional engineering principles and generally accepted Standards of the Industry (but at least meeting the terms, conditions and requirements of the Contract Documents), and in accordance with the terms and conditions set forth in the Contract Documents; and shall construct the Project as designed, in a good and workmanlike manner, free from Defects.

#### 2.1.3. Performance as Directed

At all times during the term hereof, including during the course of and notwithstanding the existence of any Dispute, the Contractor shall perform as directed by the City in a diligent manner and without delay, shall abide by the City's decision or order, and shall comply with all applicable provisions of the Contract Documents. If a Dispute arises regarding such performance or direction, the Dispute shall be resolved in accordance with Section 19.

### 2.2. General Obligations of Contractor

The Contractor, in addition to performing all other requirements of the Contract Documents, shall:

- 1 Furnish all design and other services, provide all Materials and labor and undertake all efforts necessary or appropriate (excluding only those services, Materials and efforts which the Contract Documents specify will be undertaken by other Persons): (i) to construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents, including the Contract Schedule, all Legal Requirements, all Governmental Approvals, the Quality Manual, the Maintenance of Traffic Plan, the Safety Plan, Applicable Standards (including Additional Applicable Standards), and all other applicable safety, environmental, licensing and other requirements, taking into account the Right of Way (ROW) drawings and other constraints affecting the Project, so as to achieve Location Completions and Project Completion by the applicable Completion Deadlines; and (ii) otherwise to do everything required by and in accordance with the Contract Documents.
- 2 At all times provide a Contractor Project Manager, Approved by the City, who:

- (i) will have full responsibility for the prosecution of the Work; (ii) will act as agent and be a single point of contact in all matters on behalf of the Contractor; (iii) will be present (or his Approved designee will be present) at the Site at all times that Work is performed; and (iv) will have authority to bind the Contractor on all matters relating to the Project.
- 3 Obtain all Governmental Approvals (other than the Environmental Approvals and certain New Environmental Approvals caused by actions of the City as provided in Section 6.3.2).
  - 4 Comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect, all Governmental Approvals, including implementation of all environmental mitigation measures required by the Contract Documents, except to the extent that such responsibility is expressly assigned in the Contract Documents to another Person.
  - 5 Provide such assistance as is reasonably requested by the City in dealing with any Person and/or in prosecuting and defending lawsuits in any and all matters relating to the Project, which may include providing information and reports regarding the Project, executing declarations and attending meetings and hearings, but which shall in no event be deemed to require the Contractor to provide legal services. If the amount of time required to provide assistance becomes unreasonable, the City may request such assistance at its cost.
  - 6 Comply with all requirements of all applicable Legal Requirements, including: (i) the Environmental Laws, including all environmental mitigation and monitoring measures required for the Project, including those set forth in Book 2, Section 5, and requirements regarding the handling, generation, treatment, storage, transportation and disposal of Hazardous Substances; (ii) the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq., including any amendments, as well as all applicable regulations and guidelines; and (iii) the Federal Requirements.
  - 7 Comply with all Applicable Standards, including Additional Applicable Standards accepted by the City, as revised to ensure their enforceability.
  - 8 Cooperate with the City and Governmental Persons with jurisdiction over the Project in the review and oversight of the Project and other matters relating to the Work.
  - 9 Provide payments to Third Parties required by the Contract Documents, if any, including but not limited to, payments to Utility Owners.
  - 10 Supervise and be responsible to the City for acts and omissions of all Contractor-Related Entities, as though the Contractor directly employed all such Persons.
  - 11 Mitigate delay to the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating or redeploying the Contractor's forces to other Work, as appropriate.
  - 12 Pay all applicable federal, State, and local sales, consumer, use, and similar taxes, property taxes and any other taxes, fees, charges, or levies imposed by a Governmental Person, whether direct or indirect, relating to or incurred in

connection with the performance of the Work. The City will issue a sales tax exemption certificate as described in Section 144.062 RsMo to Contractors for the City. The tax exemption will apply to the prime Contractor, any Subcontractors, or Suppliers for Materials and supplies incorporated or consumed during the construction of the Project.

## 2.3. Representations, Warranties, and Covenants

The Contractor represents, warrants, and covenants for the benefit of the City as follows:

### 2.3.1. Maintenance of Professional Qualifications

The Contractor and its design Subcontractor(s) have maintained, and throughout the term of the Contract and its design Subcontract(s) shall maintain, all required authority, license status, professional ability, skills and capacity to perform the Work, and shall perform them in accordance with the requirements of the Contract Documents.

### 2.3.2. Evaluation of Constraints

The Contractor has evaluated the constraints affecting delivery of the Project, including the ROW drawings and the conditions of the Environmental Approvals, and has reasonable grounds for believing and does believe that the Project can be delivered within such constraints.

### 2.3.3. Feasibility of Performance

The Contractor has evaluated the feasibility of performing the Work within the time specified herein and for the Contract Price, and has reasonable grounds for believing and does believe that such performance (including achievement of Location Completion(s) and Project Completion by the applicable Completion Deadlines, for the Contract Price) is feasible and practicable.

### 2.3.4. Review of Site Information

The Contractor has, prior to submitting its Proposal, in accordance with prudent and generally accepted engineering and construction practices, inspected and examined the Site and surrounding locations, and undertaken other appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions affecting the Project, to the extent the Contractor deemed necessary or advisable for submittal of a Proposal. As a result of such review, inspection, examination and other activities, the Contractor is familiar with and accepts the physical requirements of the Work. The Contractor acknowledges and agrees that changes in conditions at the Site may occur after the Proposal Due Date, and that the Contractor shall not be entitled to any Change Order in connection therewith except as specifically permitted under Sections 12 and 13. Before commencing any Work on a particular aspect of the Project, the Contractor shall verify all governing dimensions and conditions at the Site and shall examine all adjoining Work, which may have an impact on such Work. The Contractor shall be responsible for ensuring that the Design Documents and Construction Documents accurately depict all governing and adjoining dimensions and conditions.

### 2.3.5. Governmental Approvals

The Contractor has no reason to believe that any Governmental Approval required to be obtained by the Contractor will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents. If any Governmental Approvals required to be obtained by the Contractor must formally be issued in the name of the City, the Contractor shall undertake all efforts to obtain such approvals, subject to the City's reasonable cooperation with the Contractor, including execution and delivery of appropriate applications and other documentation in a form Approved by the City. The Contractor shall assist the City in obtaining any Governmental Approvals, which the City may be obligated to obtain, including providing information requested by the City and participating in meetings regarding such approvals.

### 2.3.6. Progression of Work

The Contractor shall at all times schedule and direct its Work to provide an orderly progression of the Work to achieve Location Completions, Project Completion and Final Acceptance by the applicable Completion Deadlines and in accordance with the Contract Schedules, including furnishing such employees, Materials, facilities and Equipment and working such hours (including extra shifts, overtime operations, Sundays and Holidays) as may be necessary to achieve such goals, all at the Contractor's own expense, except as otherwise specifically provided in Sections 12 and 13.

### 2.3.7. Employee Performance Requirements

All employees shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them. If the City determines in its sole discretion that any Person employed by the Contractor or by any Subcontractor is not performing the Work properly and skillfully, then, at the written request of the City, the Contractor or such Subcontractor shall remove such Person and such Person shall not be re-employed on the Project without the prior written Approval of the City. If the Contractor or the Subcontractor fails to remove such Person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Work, then the City may, in its sole discretion, suspend the affected portion of the Work by delivery of written Notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order. Once compliance is achieved, the Contractor shall be entitled to and shall promptly resume the Work.

### 2.3.8. Design and Engineering Personnel

All design and engineering Work furnished by the Contractor shall be performed by or under the supervision of Persons licensed to practice architecture, landscape architecture, engineering or surveying (as applicable) in the State, and by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents, and who shall assume professional responsibility for the accuracy and completeness of the Design Documents.



### 2.3.9. Organization

The Contractor, \_\_\_\_\_, is a \_\_\_\_\_, duly organized and validly existing under the laws of the State, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. The Contractor and its \_\_\_\_\_ members are duly qualified to do business, and are in good standing, in the State, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents.

### 2.3.10. Authorization

The execution, delivery, and performance of the Contract have been duly authorized by all necessary actions of the Contractor, and, if applicable, the Contractor's members, and will not result in a breach or a default under the organizational documents of any such Person or any indenture, loan, credit agreement, or other material agreement or instrument to which any such Person is a party or by which its properties and assets may be bound or affected.

### 2.3.11. Legal, Valid, and Binding Obligation

The Contract constitutes the legal, valid, and binding obligation of the Contractor and, if applicable, of each member of the Contractor.

### 2.3.12. False or Fraudulent Statements and Claims

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and the USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions hereunder. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate.

### 2.3.13. Titles

The Contractor warrants that it owns, or will own, and has, or will have, good and marketable title to all Materials, Equipment, tools and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Project or are purchased for the City for the operation, maintenance, or repair thereof, free and clear of all Liens. Title to all of such Materials, Equipment, tools and supplies which shall have been delivered to the Site shall pass to the City, free and clear of all Liens, upon the sooner of: (i) incorporation into the Project; or (ii) payment by the City to the Contractor of invoiced amounts pertaining thereto.

Notwithstanding any such passage of title, the Contractor shall retain sole care, custody and control of such Materials, Equipment, tools and supplies, and shall exercise due care with respect thereto as part of the Work until Final Acceptance or until the Contractor is removed from the Project.

## 2.4. Electronic Signatures

The Contractor may utilize a Verifiable electronic signature to sign Contract Documents.  
The electronic signature shall be Verified by a recognized independent third party.

## 3. Information Supplied to Contractor; Responsibility For Design; Disclaimer

### 3.1. Information Supplied

The City has made available to the Contractor information, which is described in the Contract Documents and certain Informational Documents regarding the Project and has allowed the Contractor access to the Site for purposes of Inspection and testing.

### 3.2. Responsibility for Design

The Contractor agrees that it has full responsibility for the design of the Project and that the Contractor shall furnish the design of the Project, regardless of the fact that certain conceptual design Work occurred and was provided to the Contractor prior to the date of execution of the Contract. The Contractor specifically acknowledges and agrees that:

- 1 The Contractor is not entitled to rely on and has not relied on: (i) the Informational Documents; or (ii) any other documents or information provided by the City, unless specifically permitted in the Contract Documents.
- 2 The Contractor's Warranties and indemnities hereunder cover any Errors in the Project even though they may be related to Errors in the Informational Documents.

### 3.3. Disclaimer

#### 3.3.1. No Liability Regarding Informational Documents

The Contractor understands and agrees that the City shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by any Contractor-Related Entity by reason of any use of any information contained in the Informational Documents or any action or forbearance in reliance thereon. The Contractor further acknowledges and agrees that: (i) if and to the extent the Contractor or anyone on the Contractor's behalf uses any of said information in any way, such use is made on the basis that the Contractor, not the City, has approved and is responsible for said information; and (ii) the Contractor is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to change, recreate, Verify or supplement said information, and that any use of said information is entirely at the Contractor's own risk and at its own discretion.

#### 3.3.2. No Representation or Warranty Regarding Informational Documents

THE CITY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE INFORMATIONAL DOCUMENTS IS EITHER COMPLETE OR ACCURATE OR THAT SUCH INFORMATION CONFORMS TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

### 3.4. Professional Licensing Laws

The City does not intend to Contract for, pay for, or receive any design services that are in violation of any professional licensing laws, and by execution of the Contract, the Contractor acknowledges that the City has no such intent. It is the intent of the parties that the Contractor is fully responsible for furnishing the design of the Project, although the fully licensed design firm(s) or individuals designated herein will perform the design services required by the Contract Documents. Any references in the Contract Documents to the Contractor's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that the Contractor shall "furnish" the design for the Project. The terms and provisions of this Section 3.4 shall control and supersede every other provision of the Contract Documents.



## 4. Time Within Which Project Shall Be Completed; Scheduling

### 4.1. Time of Essence

Time is of the essence of the Contract.

### 4.2. Notices to Proceed

#### 4.2.1. Issuance of Notice-to-Proceed 1

The Contractor shall begin performance of certain limited Work as directed and described in Notice-to-Proceed 1 (NTP1) issued by the City. NTP1 Work that may be performed includes all Work other than Construction. NTP1 will be issued within five Days of execution of the Contract by the City, provided that the City has received Contractor's Performance and Payment Bonds and insurance certificates. The Contractor shall not receive its first monthly progress payment until it has submitted a Preliminary Baseline Schedule that is acceptable to the City. The amount to be paid to the Contractor for Work performed pursuant to NTP1 shall not exceed the NTP1 Payment Cap, except that the Contractor shall also be entitled to receive reimbursement of insurance premiums and bond premiums in accordance with Section 8 and Section 9, and the first mobilization payment in accordance with Section 11.4. If the City issues NTP1 more than five Days after Contract execution through no fault, negligence, act or failure to act of Contractor, Contractor shall be entitled to an extension of the Completion Deadlines to the extent of the delay between five Days after Contract execution and the date the City issues NTP1.

#### 4.2.2. Issuance of Notice-to-Proceed 2

City will provide comments on the Baseline Schedule and Quality Manual within 30 Days of receipt of each and will issue NTP2 upon satisfactory incorporation by the Contractor of City's comments on the documents.

The Contractor shall begin performance of the remainder of the Work as directed and described in Notice-to-Proceed 2 (NTP2) issued by the City. The City shall issue NTP2 upon Approval of the Baseline Schedule and the Quality Manual in accordance with Book 2 and receipt of the Safety Plan.

### 4.3. Contract Deadlines

#### 4.3.1. Long Term Lane Closure Duration Deadlines

The Contractor shall achieve each Long Term Lane Closure Duration Deadline within the duration set forth in Appendix I, Form DB-303. Long Term Lane Closures are defined as any closure greater than three (3) days in duration of any Roadway within the Project. Said durations for Long Term Lane Closure Duration Deadlines, as they may be extended hereunder, are referred to respectively as the "Long Term Lane Closure Duration Deadlines."

#### 4.3.2. Location Completion Deadlines

The Contractor shall achieve each Location Completion Deadline within the deadline set forth in Appendix I, Form DB-302. Said deadlines for Location Completion, as they may be extended hereunder, are referred to as the “Location Completion Deadlines.”

#### 4.3.3. Project Completion Deadline

The Contractor shall achieve Project Completion within the deadline set forth in Appendix I, Form DB-302 or June 30, 2025, whichever date is earlier. Said deadline for Project Completion, as it may be extended hereunder, is referred to as the “Project Completion Deadline.”

#### 4.3.4. Final Acceptance Deadline

The Contractor shall achieve Final Acceptance within 180 Days after achieving Project Completion. Said deadline for Final Acceptance, as it may be extended hereunder, is referred to as the “Final Acceptance Deadline.”

#### 4.3.5. No Time Extensions

Except as otherwise specifically provided in Section 12 and Section 13, the City shall have no obligation to extend any Completion Deadline and the Contractor shall not be relieved of its obligation to comply with the Contract Schedule and the applicable Completion Deadlines for any reason.

### 4.4. Contract Schedules

The Contractor shall deliver the Work in accordance with the Contract Schedules, as described in Book 2, Section 2.1. Such schedules shall also be the basis for determining the amount of monthly progress payments to be made to the Contractor.

### 4.5. Recovery Schedule

The Contractor shall submit a Recovery Schedule in accordance with Book 2, Section 2.1.5. All costs incurred by Contractor in preparing and achieving the Recovery Schedule shall be borne by Contractor and shall not result in a change to the Contract Price, except to the extent that a change in the Contract Price is permitted in accordance with Book 1, Section 12 and 13.

If a Recovery Schedule would be required in order to meet a Completion Deadline due to an event which entitles the Contractor to a Change Order as described in Book 1, Section 12, the City shall have the right in its sole discretion to decide whether to allow a time extension with no extended overhead or other delay or disruption damages payable except as provided in Book 1, Section 13.7.2 or to require implementation of the Recovery Schedule without such time extension. In such event Contractor shall submit to the City at least two alternative Change Order forms, one of which shall include a Recovery Schedule and show the proposed Acceleration Costs associated with the Recovery Schedule, and the other of which shall provide for an extension of the Completion Deadline without any increase in the Contract Price except as provided in Book 1, Section 12. If the City elects to implement the Recovery Schedule in lieu of a

time extension, the City shall issue a Change Order increasing the Contract Price to account for additional Acceleration Costs, if any. If it is not feasible to recover to the original Completion Deadline or if Contractor believes that the costs associated with such a recovery are prohibitive, then the Contractor shall recommend a date to be shown in the alternative Change Order form.

In the event that the Contractor fails to provide an Approved Recovery Schedule within 30 Days from the Contractor's receipt of a Notice to do so, the City shall withhold 20% of the Contractor's progress payments until such time as Contractor has prepared and the City has Approved such Recovery Schedule. Such Approval by the City will not be unreasonably withheld.

## 4.6. Prerequisites for Start of Construction

The Contractor shall not start construction (or recommence construction following any suspension) of any portion of the Project until all the following events have been fully satisfied with respect to the Work proposed to be constructed.

- 1 The City has issued NTP1 and NTP2.
- 2 All Governmental Approvals necessary for construction of such portion of the Project have been obtained and all conditions of such Governmental Approvals that are a prerequisite to commencement of such construction have been performed.
- 3 All insurance policies and bonds required to be delivered to the City hereunder have been submitted to the City as applicable and remain in full force and effect.
- 4 All necessary Right of Way acquisition for such portion of the Project has been obtained.
- 5 Any additional conditions for construction set forth in the Contract Documents.

## 5. Control of Work

### 5.1. Control and Coordination of Work

The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, procedures, and Site safety, and shall be solely responsible for coordinating all portions of the Work under the Contract Documents, subject, however, to all requirements contained in the Contract Documents.

### 5.2. Safety

The Contractor shall take all reasonable precautions and be solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to, all Persons on the Site or who would reasonably be expected to be affected by the Work, including individuals performing Work, employees of the City and its consultants, visitors to the Site and members of the public who may be affected by the Work. The Contractor shall at all times comply with its safety program. The Contractor shall immediately notify the City if the Contractor believes that any Contract requirement creates a safety risk.

### 5.3. Process to be Followed for Discovery of Certain Site Conditions

#### 5.3.1. Notification to the City

If the Contractor becomes aware of: (i) any on-Site material that the Contractor believes may contain Hazardous Substances that is required to be removed or treated, other than those Materials noted in Book 2 Section 5 (ii) any human remains, artifacts, and/or other items of historical, archaeological or geological significance within the Right of Way; or (iii) any Differing Site Conditions, as a condition precedent to the Contractor's right to a Change Order, the Contractor shall immediately notify the City thereof by telephone or in Person, to be followed by written notification as soon as practicable. The Contractor shall immediately stop Work and secure the area. Operations within 50 feet (15 m) of the area shall be temporarily suspended and shall not be resumed at that location unless and until authorized by the City. In such event, the City will view the location within two Business Days of receipt of notification and will advise the Contractor at that time whether to resume Work or whether further investigation is required. Any delay resulting from the City viewing the location up to two Business Days shall not be considered a City-caused delay.



### 5.3.2. Further Investigation

The Contractor shall promptly conduct such further investigations, as the City deems appropriate. Within five Business Days after its initial Notice to the City, the Contractor shall advise the City of any action recommended to be taken regarding the situation. If Hazardous Substances are involved, the Notice shall describe the type of Remediation Work, if any, which the Contractor proposes to undertake with respect thereto. If human remains, artifacts or paleontological, historical, geological, cultural, or biological resources are present, the Notice shall advise the City what course of action the Contractor intends to take with respect thereto and whether the location must be fenced off or whether Work can resume. The City then will either Approve, or require modification of, the Contractor's proposed actions.

### 5.3.3. Recommence Work

The City shall have the right to require the Contractor to recommence Work in the area at any time, even though an investigation may still be ongoing (so long as such Work is not in violation of any Legal Requirements or Governmental Approvals). The Contractor shall promptly recommence Work in the area upon receipt of notification from the City to do so. On recommencing Work, the Contractor shall follow all applicable procedures contained in the Contract Documents and all other Legal Requirements with respect to such Work, consistent with the City's determination or preliminary determination regarding the nature of the material, resources, species or condition.

## 5.4. Obligation to Minimize Impacts

The Contractor shall ensure that all of its Activities and the Activities of all Contractor-Related Entities are undertaken in a manner that will minimize the effect on surrounding property and the public to the maximum extent practicable.

### 5.4.1. Damage to Off-site Property

The Contractor shall take all reasonable precautions and provide protection to prevent damage, injury, or loss to property adjacent to the Site or likely to be affected by the Work. The Contractor shall restore damaged, injured or lost property caused by an act or omission of any Contractor-Related Entity to a condition similar or equal to that existing before the damage, injury or loss occurred.

### 5.4.2. Environmental Protection

In addition to the requirements set forth in Book 2, Section 5, the Contractor shall comply with all federal, State and local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, ponds, reservoirs, and wetlands with fuels, oils, bitumens, chemicals or other harmful material shall be avoided. Pollution of the atmosphere from particulate and gaseous matter, in excess of amounts permitted pursuant to the Clean Air Act, 42 U.S.C.A. § 7401, et seq, as amended, and the Missouri Air Conservation Law, §§ 643.010, et seq, as amended, and regulations issued pursuant to either law, shall be avoided.

When Work areas or pits are located in or adjacent to streams, the areas shall be separated from the main stream by a dike or barrier to keep sediment from entering the stream. Care shall be taken during the construction and removal of such barriers to minimize siltation of the stream.

Disposal of Portland cement concrete residue and wash water, water from aggregate washing or other operations resulting in sediment shall be treated by filtration, settling basins or other means sufficient to reduce the sediment concentration to applicable limits established by the Missouri Department of Natural Resources (MDNR).

## 5.5. Quality Management

The Contractor shall perform the quality management necessary to comply with its obligations under the Contract Documents.

### 5.5.1. Oversight, Audit, Inspection, and Testing by the City and Others

All Materials and each part or detail of the Work shall also be subject to oversight, audit and testing by the City and other Persons designated by the City. When any third party, including a Utility Owner, railroad company, unit of government, or political subdivision, is to accept or pay for a portion of the cost of the Work, its respective representatives have the right to oversee, audit, inspect and Test the Work. Such oversight, audit, Inspection and/or testing does not make such Person a party to the Contract nor will it change the rights of the parties hereto. The Contractor hereby consents to such oversight, Inspection and testing by the City and other Persons. Upon request from the City, the Contractor shall furnish information to such Persons as are designated in such request and shall permit such Persons access to the Site and all parts of the Work.

### 5.5.2. Obligation to Uncover Finished Work

If requested by the City, the Contractor, at any time before Final Acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standards required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the uncovering, the removing, recovering or making good the parts removed and recovery of any delay to the Critical Path will be paid for in accordance with Book 1, Section 13. If Work exposed or examined proves unacceptable, the uncovering, removing and recovering or making good the parts removed and recovery of delay shall be at the Contractor's expense.

Refer to Book 1, Section 5.7 for provisions regarding payments owed by the Contractor to the City, if the City agrees (in its sole discretion) to accept certain Nonconforming Work.

## 5.6. Effect of Oversight, Spot Checks, Audits, Tests, Acceptances, and Approvals

### 5.6.1. Oversight and Acceptance

The Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, Tests, inspections, acceptances, Approvals, or approvals by any Persons, or by any failure of any Person to take such action. The oversight, spot checks, audits, reviews, Tests, inspections, acceptances, Approvals, and approvals by any Person do not constitute Final Acceptance of the particular material or Work, or waiver of any legal or equitable right with respect thereto. The City may reject or require the Contractor to remedy any Nonconforming Work and/or identify additional Work which must be done to bring the Project into compliance with Contract requirements at any time prior to Final Acceptance, whether or not previous oversight, spot checks, audits, reviews, Tests, inspections, acceptances, Approvals or approvals were conducted by any Person.

### 5.6.2. No Estoppel

The City shall not be precluded or estopped, by any measurement, estimate, or certificate made either before or after Final Acceptance and payment therefore, from showing that any such measurement, estimate or certificate is incorrectly made or untrue, or from showing the true amount and character of the Work performed and Materials furnished by the Contractor, or from showing that the Work or Materials do not conform in fact to the requirements of the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, the City shall not be precluded or estopped from recovering from the Contractor and its Surety(ies) such damages as the City may sustain by reason of the Contractor's failure to comply or to have complied with the terms of the Contract Documents.

## 5.7. Conformity with Contract Documents

### 5.7.1. Nonconforming Work

All Work performed and all Materials furnished shall be in accordance with the lines, grades, cross sections, dimensions and material requirements, including tolerances, included in the Contract Documents, and in conformance with all other requirements. If the City finds the material or the finished product in which the material was used is not in accordance with the Contract Documents, but that reasonably acceptable Work has been produced, a determination will be made if the Work will be accepted and remain in place. In this event, the Engineer of Record will propose and document the basis of acceptance by Contract modifications that may provide for an appropriate adjustment in the Contract price for such Work or material as provided in Book 1, Section 5.7.2 to conform to the determination based on engineering judgment.

If the City finds the finished product to be unacceptable, the Work shall be removed and replaced or otherwise corrected by the Contractor at the Contractor's expense and without any time extension; and the Contractor shall promptly take all action necessary

to prevent similar deficiencies from occurring in the future. The fact that the City may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work.

All Construction and Materials that have been rejected or declared unsatisfactory shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy or remove and properly dispose of rejected material or Work, or to replace them immediately after receiving written Notice from the City, the City may employ labor to rectify the Work and the cost of the rectification will be deducted from any payment due or which may become due the Contractor.

### 5.7.2. Nonconforming Work Pay Adjustment

The City may, in its sole discretion, accept any Nonconforming Work without requiring it to be fully corrected, and shall be entitled to a pay adjustment (or reimbursement of a portion of the Contract Price, if applicable). In such event, the City shall be entitled to reimbursement of a portion of the Contract Price in an amount determined by the City. In certain events, however, it may not be possible for the Nonconforming Work to be made to conform to the requirements of the Contract Documents, including, but not limited to, the Contractor's failure to perform required items to be paid in equal monthly amounts indicated in the Work Breakdown Structure (WBS) in Book 4 during a required time period. In general, the pay adjustment (or reimbursement) shall equal, at the City's election: (i) the amount allocated to such Work in the Revised Baseline Schedule; (ii) the Contractor's cost savings associated with its failure to perform the Work in accordance with the Contract requirements; or (iii) the amount deemed appropriate by the City to provide compensation for impacts to affected parties such as future maintenance and/or other costs relating to the Nonconforming Work. In certain events, the City shall be entitled to a pay adjustment (or reimbursement) as expressly set forth elsewhere in the Contract Documents. Such reimbursement shall be deducted from future payments or, if future payments are insufficient to cover the amount owed, shall be payable to the City within 30 Days after Contractor's receipt of an invoice therefore.



## 6. Access to Site, Utility Relocations, and Environmental Compliance

### 6.1. Access to Right of Way

#### 6.1.1. Obligation to Provide Access to Right of Way

The City has identified the existing ROW and is committed to acquire new ROW once requirements for new ROW are determined by the Contractor. The Contractor will prepare electronic design files indicating Contractor determined fee simple Right of Way & Easement requirements to be used by the City for preparation of ROW plans.

#### 6.1.2. Right of Way Access Requirements

Concurrently with review of the Original Baseline Schedule, the Contractor and the City shall discuss the access requirements for new ROW identified by the Contractor associated with the scheduled Activities. The Contractor and City may agree to revise the ROW Schedule set forth in Book 2, Section 8 in writing without a Change Order. The Contractor shall be provided access to new ROW that is to be acquired with the project when notified in writing by the Project Director.

#### 6.1.3. Delay in Providing Access

If the City at any time determines it will be unable to provide access to a particular parcel, the City shall notify the Contractor regarding the revised Projected date for delivery of access. The Contractor shall take appropriate action to minimize any cost and time impact and shall Work around such parcel until access can be provided, including rescheduling and resequencing Work so as to avoid any delay to the Project. Subject to Section 6.1.4, to the extent that a delay to the Critical Path cannot be avoided due to not providing access to a parcel(s), the Contractor may be entitled to additional compensation and/or time in accordance with Section 12.1.

#### 6.1.4. Obligation to Provide Written Notice

In addition to the requirements of Book 1, Section 6.1.3, and as a necessary condition for obtaining any increase in the Contract Price or extension of a Completion Deadline related to the City's delivery of access to the parcels identified on the ROW Plans, the Contractor shall provide the City written Notice within three Business Days after receipt of a revised Projected date if the lack of availability will result in an impact to the cost or schedule.

#### 6.1.5. Contractor Determined Right of Way

The Contractor shall be responsible to determine which potential ROW acquisition needs are required for the Project as part of the Contractor's Proposal.

The City will be responsible for acquisition of all needed ROW determined to be required by the Contractor. The Contractor shall be responsible for generating

electronic design files indicating Contractor determined fee simple Right of Way & Easement requirements to be used by the City for preparation of ROW plans as indicated in Book 2, Section 8.

The City will attempt to acquire the Contractor identified ROW acquisition needs in accordance with the schedule indicated in Book 2. The Contractor and the City shall discuss the access requirements for new ROW identified on the ROW Drawings associated with the scheduled Activities to facilitate acquiring properties to meet the needs of the Contractor. The Contractor and City may agree to revise the ROW Schedule set forth in Book 2, Section 8 in writing without a Change Order. The Contractor shall be provided access to new ROW that is to be acquired with the project when notified in writing by the Project Director.

#### **6.1.6. Access to Right of Way Not Identified On Right of Way Drawings.**

The cost of obtaining any ROW not identified on the ROW Plans associated with a Value Engineering Change Proposal (VECP) will be included in determining the Contract Price adjustment under Book 1, Section 13.

The Contractor shall prepare all documents described in Book 2, Section 8, and shall deliver them to the City in sufficient time to allow review and Approval prior to the document delivery date is scheduled to occur.

The Contractor shall reimburse the City for any costs (including attorneys', accountants' and expert witness fees and costs) of acquiring any ROW which is not the City's responsibility which the Contractor determines is necessary or advisable in order to complete the Project following submittal of ROW drawings, including obtaining any Temporary Easements. The City may deduct such amounts from payments otherwise owed hereunder or may invoice the Contractor. The Contractor shall reimburse the City for any such amounts paid by the City within 30 Days after receipt of an invoice from the City, therefore.

#### **6.1.7. Failure to Have Necessary Rights of Access**

If the Contractor enters any property in connection with the Project without having all necessary rights of access, the City may, in its sole discretion, obtain consent from the landowner for the Contractor's access. The Contractor shall be responsible for all costs incurred by the City as a result thereof and any delays resulting from the City obtaining access.

## 6.2. Utility Relocations

The risk of increased costs and delays associated with the Utility Work is allocated between the City and the Contractor through the Change Order process, and supplements the requirements in Book 2, Section 7. The Contractor shall be entitled to receive a Change Order associated with the Utility Work only as permitted by this Section 6.2, Section 12, and Section 13. At the City's election any Work Order will also function as a Change Order when a Work Order pursuant to a Master Utility Agreement (MUA) is completed and/or modified by the City to reflect such dual function. In that event the term "Change Order" shall include any such Work Order.

### 6.2.1. Changes in Utility Work

Increase in Work: The City shall be responsible for additional costs, excluding Delay and Disruption Damages, of Relocations of underground Utilities located within the ROW to be Relocated by the Contractor which are not indicated with reasonable accuracy as described in Book 2, Section 7. The amount of any such Change Order shall be determined in accordance with Book 1, Section 13.

Subject to the requirements of Book 1, Section 13.7.3, the Contractor shall be entitled to an extension of any Completion Deadline on account of such lacking or inaccurate information regarding underground Utilities located within the ROW to be Relocated by the Contractor. Notwithstanding the foregoing, the Contractor shall be responsible for the cost of Relocations of underground Utilities located within the ROW whether or not they are identified by the City with reasonable accuracy if any one or more of the following applies:

- 1 A surface Inspection of the area would have shown the existence or the likelihood of existence of such Utility (or portion thereof) in the correct location and/or size, as applicable, by reason of above-ground facilities such as buildings, meters or junction boxes or identifying markers; or
- 2 Such Utility is a Service Line (or the portions of a Utility that are Service Lines); or
- 3 Any costs or delays incurred due to performance of Incidental Utility Work by the Contractor.

Partial Inaccuracies: If only a portion of an existing underground Utility located within the ROW shown on the ROW Plans to be Relocated by the Contractor is not indicated at all in the information included in Book 5 or is not indicated with "reasonable accuracy" therein, then a Change Order shall be allowed only for the resulting increased costs of that portion of the Utility Work to be furnished or performed by the Contractor.

### 6.2.2. Change in Allocation of Responsibility Decreasing the Work

Any Utility Work initially included in the Contractor's Work, identified in Book 2 Section 7.2.2, may be deleted from the Work pursuant to:

- 1 A Work Order providing for the Utility Owner to perform Utility Work otherwise

assigned to the Contractor; or

- 2 Upon Approval or direction by the City, Utility Work may be removed from the Work by Change Order without or prior to execution of a Work Order.

The City shall be entitled to a reduction in the Contract Price to reflect any reduction in the Work pursuant to this Section Book 1, 6.2.2. Any reduction in the scope of the Work pursuant to this Book 1, Section 6.2.2 shall not be considered a City-Directed Change.

### 6.2.3. Betterments

Utility Betterments may be added to the Work pursuant to this Section and Book 2, Section 7.

Any Utility Owners may request the City to permit the Contractor to perform Work relating to Betterments as a part of the Work, at the Utility Owner's expense. If the City Approves any such request, the Contractor will have the obligation to perform such Work, with the right to receive additional compensation and, if applicable, an extension of any affected Completion Deadline as provided in Section 6.2.4. Any extension of any Completion Deadline(s) or Contract Price increase requested for any Betterment shall be subject to the requirements of Sections 6.2 and 13.

If a Utility Owner requests that the Contractor design and/or construct a Betterment, the Contractor shall use its best efforts to negotiate a lump sum price for such Work with the Utility Owner, in good faith. If the Contractor and the Utility Owner are unable to agree on a lump sum price, then the City shall direct the Contractor to perform such Work on a Force Account basis pursuant to Book 1, Section 13.5, provided that the conditions set forth in this Section are satisfied.

The amount of any Change Order issued for a Betterment shall be a direct pass-through of the lump sum price negotiated by the Contractor and the Utility Owner as set forth in the applicable Work Order (with no additional overhead or profit) or, if no such price has been negotiated, an amount determined in accordance with Book 1, Section 13. The Contractor shall not request or accept any payment directly from the Utility Owner for any Betterment added to the Work.

The City will Approve the addition of a Betterment to the scope of the Work only if: (i) the Utility Owner has agreed to the addition of such Betterment to the Work; (ii) such Betterment is compatible with the Project; (iii) the Utility Owner has agreed to reimburse the City for all the costs thereof; (iv) the Utility Owner has agreed as to the method (negotiated lump sum amount, or Force Account cost basis) of pricing such Work; and (v) it is feasible to separate the cost/pricing of the Betterment Work from that for any related Utility Work being furnished or performed by the Contractor. The Contractor shall provide the City with such information, analyses and certificates as may be requested by the City in connection with its Approval.

If any Betterment has been added to the Work and the Contract Price has been increased accordingly by Change Order, but subsequently for any reason the Betterment is deleted from the Work, or the scope of the Contractor's Work with regard to such Betterment is materially reduced, then the City shall be entitled to issue a Change Order reducing the Contract Price to reflect the value of any reduction in the costs of the Work that is directly attributable to such deletion or reduction.

Any change in the scope of the Work pursuant to this Book 1, Section 6.2.3 shall not be



considered a City-Directed Change.

#### 6.2.4. Utility Delays

The Contractor shall bear 100 percent of the risk of Utility Delays, up to an aggregate amount of 15 Days of Utility Delays per Utility Owner (regardless of how many Utilities of such Utility Owner are causing delay). Subject to this Section and the requirements of Section 13 if aggregate Utility Delays caused by a particular Utility Owner exceed 15 Days, then any Completion Deadline(s) affected thereby shall be extended by one Day for every Day of Utility Delay caused by such Utility Owner in excess of the initial aggregate 15 Days of Utility Delay caused by such Utility Owner. The Contractor shall not be entitled to any extension of any Completion Deadline on account of any Utility Delay except as provided in this Section.

The extension of a Completion Deadline(s) and the 15-Day cap on the Contractor's risk shall not apply unless all of the following conditions are satisfied:

- 1 The Contractor has provided evidence reasonably satisfactory to the City that: (i) the Contractor has fulfilled its obligation under the applicable Utility Agreement(s) to coordinate with the Utility Owner to prevent or reduce such delays; and (ii) the Contractor has otherwise made diligent efforts to obtain the timely cooperation of the Utility Owner but has been unable to obtain such timely cooperation.
- 2 If the Contractor is responsible for the Relocation, the Contractor has provided a reasonable Relocation plan to the Utility Owner and the Contractor has obtained, or is in a position to timely obtain, all applicable approvals, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, options, and/or rulings required by or with any Governmental Person in order to design and construct such Relocations.
- 3 No circumstances exist which have delayed or are delaying the affected Relocation other than those that fit within the definition of a Utility Delay.

To the extent one or more Utility Delays is or are concurrent with another type of delay to the Critical Path, then such Utility Delay(s) shall not be considered in calculating any 15-Day cap on the Contractor's risk.

If two or more Utility Delays occur concurrently with each other (whether caused by the same Utility Owner or by different Utility Owners), then only one of such Utility Delays shall be considered in calculating a 15-Day cap on the Contractor's risk. In selecting between two or more Utility Owners for such purpose, the Utility Delay caused by the Utility Owner with the least amount of accrued Utility Delay shall be selected and applied to the 15-Day cap on the Contractor's risk for such Utility Owner.

The Contractor shall be entitled to delay and/or disruption damages for Utility Delays only in the circumstances described in, and to the extent provided, in Section 13.

#### 6.2.5. Certain Obligations of Contractor; Utility-Related Right of Way Costs

Multiple Relocations of the Same Utility: The Contractor shall endeavor to avoid multiple

Relocations of the same Utility, whether by the Utility Owner or by the Contractor. After a Utility has been Relocated once in order to accommodate the Project based on the Contractor's design, the Contractor shall be responsible for all costs incurred by either the Contractor or the Utility Owner in order to subsequently Relocate such Utility to accommodate the Project if the subsequent Relocation is not caused by a City-Directed Change or by the Utility Owner. If the Utility Owner performs such subsequent Relocation at the City's expense, then the Contractor shall reimburse the City for all amounts paid by the City to such Utility Owner in reimbursement for such subsequent Relocation if the subsequent Relocation is not caused by a City-Directed Change or by the Utility Owner. If the Contractor performs such subsequent Relocation, then the Contractor shall not receive any extension of any Completion Deadline or increase in the Contract Price on account of the performance of such subsequent Relocation if the subsequent Relocation is not caused by a City-Directed Change or by the Utility Owner.

Minimizing Costs: In designing and constructing the Project, the Contractor shall take all reasonable steps to minimize costs to the Utility Owners and the City to the extent practicable.

Utility-Related Right of Way Costs: With respect to Utility Easements for which the Utility Owners are entitled to replacement or other compensation pursuant to the applicable Utility Agreement(s) and which are located within the ROW depicted in the drawings included in Book 4, whether or not such Utility Easements are themselves shown on the drawings originally included in Book 4, the City will be responsible for: (i) the cost of acquiring any necessary replacements therefore; and any other compensation which the City may be obligated to pay to the Utility Owners in compensation for relinquishing such Utility Easements. With respect to all other Utility Easements, the Contractor shall be responsible for, and shall reimburse the City within ten Days after receiving an invoice therefore: (i) all costs incurred by the City of acquiring any necessary replacements therefore; and (ii) any other compensation which the City may be obligated to pay to the Utility Owners in compensation for relinquishing such Utility Easements, except if the costs acquired were caused by actions of the City.

### 6.2.6. Additional Restrictions on Change Orders

For Relocations, the Contractor shall bear the burden of proving that the Relocation cannot reasonably be avoided.

The Contractor shall not be entitled to an increase in the Contract Price for any costs of coordinating with Utility Owners or for assisting the City in coordinating with Utility Owners.

If the Contractor elects to make payments to Utility Owners or to undertake any other efforts that are not required by the terms of the Contract Documents, the Contractor shall not be entitled to a Change Order in connection therewith. The Contractor shall promptly notify the City of the terms of any such arrangements.

### 6.2.7. Special Provisions Regarding Change Orders

At the City's election in its sole discretion, the Work Order pertaining to the Relocation of any Utility may also function as a Change Order.

If the City elects to have a Work Order also function as a Change Order, the City shall complete and/or modify the Work Order form attached to the applicable MUA to reflect

such dual function, including:

- 1 A statement to the effect that the Work Order will also function as a Change Order.
- 2 The addition of a specific Change Order number.
- 3 Such other provisions, if any, that the City determines, in its sole discretion, are necessary.

If there is a conflict between the terms of any Work Order and the requirements in Section 13 or Book 2, Section 7, the requirements of Section 13 or Book 2, Section 7, whichever is applicable, shall prevail as between the City and the Contractor.

If the City elects to have a Work Order also function as a Change Order, such Work Order shall be subject to all requirements set forth in this Section 6.2 and in Book 1, Section 13 that would be applicable to a separate Change Order addressing the same subject matter with the following exceptions:

- 1 The schedules and deadlines for the Contractor's submittal of Work Orders and the City's responses to same which are set forth in Book 2, Section 7, shall apply to such Work Orders, instead of the schedules and deadlines set forth in Book 1, Section 13.
- 2 Application of the Book 1, Section 13 requirements shall not require the Contractor to duplicate Work otherwise required to be performed in preparing a Work Order pursuant to Book 2, Section 7.

## 6.3. Environmental Compliance

In performance of the Work, the Contractor shall comply with all requirements of all applicable Environmental Laws and Governmental Approvals issued thereunder, whether obtained by the City or the Contractor. The Contractor acknowledges and agrees that it will be responsible for all fines and penalties that may be assessed in connection with any failure to comply with such requirements.

### 6.3.1. Mitigation Requirements

The Contractor shall perform all environmental mitigation measures (which term shall be deemed to include all requirements of the Environmental Approvals and similar Governmental Approvals, regardless of whether such requirements would be considered to fall within a strict definition of the term) for the Project. The Contract Price includes compensation for the Contractor's performance of all such mitigation measures, for performance of all mitigation measures arising from New Environmental Approvals which Section 6.3.3 designates as the Contractor's responsibility, for mitigation measures required by any Governmental Approvals, and for all other Activities to be performed by the Contractor as described in Book 2, Section 5.

### 6.3.2. New Environmental Approvals to be Obtained by the City

The City will be responsible for obtaining any New Environmental Approvals necessitated by a time and money change order described in Section 12.1. The Contractor shall provide support services to the City with respect to obtaining any such New Environmental Approval.

### 6.3.3. New Environmental Approvals to be Obtained by Contractor

If a New Environmental Approval becomes necessary for any reason other than those specified in Section 6.3.2, the Contractor shall be fully responsible for obtaining the New Environmental Approval and any other Environmental Approvals that may be necessary, and for all resulting requirements, as well as for any litigation arising in connection therewith. The City will reasonably assist the Contractor in obtaining any New Environmental Approvals. If the New Environmental Approval is associated with a VECP or other Contractor requested change order, the costs of obtaining and complying with the terms of the New Environmental Approval shall be considered in determining the Contract Price adjustment under Section 13.



## 7. EEO, Sub-Contracts, Labor

### 7.1. Equal Employment Opportunity (EEO)

#### 7.1.1. Equal Employment Opportunity Policy

The City of Springfield, Missouri and its contractors will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability. The Contractor shall comply with the City's Equal Employment Opportunity Policy and the requirements set forth in Appendix F, FHWA Form 1273.

#### 7.1.2. Non-Discrimination

The Contractor shall comply with all applicable Legal Requirements that enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin, and that define actions required for affirmative action and minority/disadvantaged business programs. The Contractor will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

#### 7.1.3. Inclusion in Subcontracts

The Contractor shall include Book 1, Sections 7.1.1 and 7.1.2 in all contracts and Subcontracts over \$10,000 (including purchase orders) on the Project, so that such provisions will be binding upon each Subcontractor working on the Project. In addition, FHWA form 1273 must be physically incorporated into every subcontract agreement (see Appendix F).

### 7.2. Federal Workforce Requirements

The contract goal for this Project as determined by the U.S. Department of Labor is located in Appendix D.

### 7.2.1. Workforce Development Plan

City requires the Contractor include a workforce plan and strategy that demonstrates how individuals will be hired and how the Contractor will employ and retain minority, women, and economically disadvantaged individuals. The Contractor shall describe their plan to execute “City’s Design-Build Workforce Program” (Book 1, Appendix D).

The Contractor shall include in their workforce plan strategies for hiring minority, women, and economically disadvantaged individuals for their professional services workforce. Professional service OJTs may be hired to supplement the professional service workforce. Incentives may be available to the Contractor in accordance with Book 1.

## 7.3. Socially-Economically Disadvantaged Workforce Utilization

The Contractor’s goal for this Project is located in Appendix E.

The Contractor shall meet the OJT goal established for the Project or make a good faith effort to meet the OJT goal.

It is the policy of City to require full utilization of all available training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the roadway construction industry. The intent of the On-the-Job Training Program is to recruit entry-level individuals, when feasible, and provide them with meaningful training intended to lead to journey-level employment. City, in carrying out the responsibilities of a federally assisted contract, has determined that this Project shall include “Training Special Provisions” (Appendix E). In accordance with Appendix E, the Contractor shall make every reasonable effort to enroll minority, disadvantaged persons and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended, and shall not be used to discriminate against any applicant for training.

## 7.4. Disadvantaged Business Enterprises (DBE) Program

The DBE goals for this Project are located in Appendix C.

### 7.4.1. DBE Policy

The Contractor shall comply with the City’s Disadvantaged Business Enterprises (DBE) Policy ensuring that DBEs shall have a full and equal opportunity to compete fairly in the performance of contracts financed in whole or in part with Federal funds. Consistent with this policy, City will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation assisted contract because of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran’s status, or disability. The Contractor shall comply with the requirements set forth in Appendix B and the Approved DBE Performance Plan required pursuant to Appendix C. The Contractor shall either meet the DBE goals established for the Project or shall make a good faith effort to meet the DBE goal.

### 7.4.2. Inclusion in Subcontracts

The Contractor shall include Book 1, Section 7.4.1 and Appendix C in every contract and Subcontract (including purchase orders), so that such provisions will be binding upon each Subcontractor.

## 7.5. Limitation on Subcontracted Work

The Contractor shall sublet no more than 70 percent of the construction Work, and the Major Participant responsible for design shall sublet no more than 60 percent of the design Work. The percentage of construction Work sublet shall be determined by dividing the total dollar value of the Subcontracts for construction Work, excluding any Subcontracts with Major Participants but including any Subcontracts under and through Major Participants, by the portion of the Contract Price allocable to construction Work (as determined by the City). The percentage of design Work sublet shall be determined by dividing the total dollar value of the design Subcontracts (except Subcontract(s) between the Contractor and the Major Participant(s) responsible for design) by the total dollar value of the prime design Subcontract(s); (i.e., the Subcontract(s) between the Contractor and the Major Participant(s) responsible for design).

## 7.6. Subcontracting Requirements

The Contractor shall comply with all applicable requirements of Section 108 of the *Missouri Standard Specifications for Highway Construction* related to Subcontracting requirements. The Contractor shall use Form DB-504 when requesting Approval of a sublet portion of the Contract. Form DB-504 shall be submitted monthly in accordance with Book 1, Section 6.2 of Appendix C, Book 1. Approval of sublet work will not be granted until all requirements of Form DB-504 have been met. The Contractor shall not add, delete, or change the role of any Major Participant without the prior written Approval of the City.

## 7.7. Subcontract Data

The Contractor shall notify the City, in writing, of the name and address of, and licenses held by, each Subcontractor (excluding Suppliers), as soon as the potential Subcontractor has been identified by Contractor, but in no event less than 14 days prior to the scheduled initiation of Work by such proposed Subcontractor. The Contractor shall provide the City with a list of its Subcontractors (including Suppliers) from time to time upon request by the City; shall allow the City access to all Subcontracts and records regarding Subcontracts; and shall deliver to the City, within thirty days after execution, copies of all Subcontracts with Major Participants and, within ten days after receipt of a request from the City, copies of all other Subcontracts.

## 7.8. Responsibility for Work by Subcontractors

Notwithstanding any Subcontract or agreement with any Subcontractor, the Contractor shall be fully responsible for all of the Work. The City shall not be bound by any Subcontract, and no Subcontract shall include a provision purporting to bind the City.

## 7.9. Key Personnel

### 7.9.1. Key Personnel

Certain key positions for the Project are identified in Appendix I on Form DB-103. The City may add key positions at no cost to the City. The City shall have the right to review the qualifications and character of each individual to be assigned to a key position (including personnel employed by Subcontractors) and to Approve or disapprove use of such key person in such key position prior to the commencement of any Work by such individual or during the prosecution of the Work. The Contractor shall notify the City in writing of any proposed changes in any Key Personnel and shall include a resume of proposed Key Personnel. The Contractor shall not change any Key Personnel without the prior written Approval of the City.

### 7.9.2. Representations, Warranties, and Covenants

The Contractor acknowledges and agrees that the award of the Contract by the City to the Contractor was based, in large part, on the qualifications and experience of the personnel listed in Appendix I, Form DB-103, and the Proposal, and the Contractor's commitment that such individuals would be available to undertake and perform the Work. The Contractor represents, warrants, and covenants that such individuals are available for and will fulfill the roles identified for them in the Appendix I, Form DB-103 and the Proposal in connection with the Work. Unless otherwise agreed to by the City in writing, individuals filling Key Personnel roles shall devote a sufficient amount of their time for the applicable role with respect to the prosecution and performance of the Work and the Contractor shall document such commitment to the City's satisfaction upon the City's request.

## 7.10. Character of Workers

All workers shall have sufficient skill and experience to properly perform the Work assigned. The City may demand the dismissal of any Person employed by the Contractor or by any Subcontractor in, about or upon the Work, who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such a person shall not again be employed thereon without the written consent of the City. Should the Contractor or its Subcontractors continue to employ or re-employ any such Person, the City may suspend the Work until the Contractor complies with such orders. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order. Once compliance is achieved, the Contractor shall be entitled to and shall promptly resume the Work.

## 7.11. Wage Laws

The Contractor and its Subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work in accordance with Section 110 of the latest version of the *Missouri Standard Specifications for Highway Construction*. For Proposal purposes, the effective date for both the Federal and



Missouri wage rates will be the rates effective 10 days prior to the Proposal due date. City will notify all teams by addendum, which will include the actual wage order to use, 10 days prior to the Proposal due date. In addition, the effective Federal and Missouri wage rates will be uploaded to Book 4, Federal and Missouri Wage Rates.

## 8. Surety Bonds

The Contractor shall provide to the City and maintain at all times during the term of the Contract security for performance of the Work as described below (or other assurance satisfactory to the City in its sole discretion). Each bond required hereunder shall be provided by a Surety licensed as Surety and qualified to do business in the State. The Surety shall be listed in the current United States Department of the Treasury, Fiscal Service, Department Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*. The Contract bonds may not be in excess of the cumulative underwriting limitation listed in the circular of the underwriting capacities of the Contractor's Surety companies.

### 8.1. Performance Bond

The Contractor has provided the Performance Bond in Appendix I in the form of Form DB-502. The Performance Bond was issued in the amount equal to the Contract Price.

### 8.2. Payment Bond

The Contractor has provided the Payment Bond in Appendix I in the form of Form DB-503. The Payment Bond was issued in the amount equal to the Contract Price. The Payment Bond shall be released one year after the later to occur of Final Acceptance, upon the City's receipt of the Contractor's Final Receipt of Payment and Release Forms.

### 8.3. Utility Work

The Utility Work furnished or performed by the Contractor hereunder will automatically be covered by the Payment and Performance Bonds and any replacement Performance Bond or other Security to be provided by the Contractor pursuant to Section 20. The Contractor shall provide all information necessary for such coverage to the Surety providing such bonds. All cost estimates required to be provided under the Contract Documents with respect to Utility Work furnished or performed by the Contractor shall include the cost of bond premiums.

### 8.4. No Relief of Liability

Notwithstanding any other requirements of the Contract Documents, performance by a Surety of any of the obligations of the Contractor shall not relieve the Contractor of any of its obligations hereunder.

## 9. Insurance

### 9.1. General Insurance Requirements

#### 9.1.1. Evidence of Insurance

The Contractor shall provide evidence of insurance as proof of compliance for all insurance requirements contained in this Section 9. These insurance requirements are applicable to the Contractor only. When the Contractor requires a Subcontractor to obtain insurance coverage, the types and minimum limits of coverage may be different than those required in this Section 9. The Contractor's insurance shall cover all of the Work under this Contract, whether the Work is performed by the Contractor or its Subcontractors. The Contractor's insurance shall cover the entire Project. The Contractor shall delete the phrase "will endeavor to" preceding all references to provisions of Notice by the insurance company in the evidence of insurance. A Certificate of Insurance indicating certain specified amendments and attachments shall be acceptable, but the City reserves the right to request a complete certified copy of the policy, at the City's sole discretion. No Work will start until proof of insurance has been submitted to the City. If the insurance required by this Section 9 becomes no longer commercially reasonable, as determined by the City, the City will Work with the Contractor to find commercially reasonable alternatives to the required coverage that are acceptable to the City.

#### 9.1.2. A.M. Best Rating

All insurance companies providing policies obtained to satisfy the insurance requirements must have an A.M. Best rating of A- or better.

#### 9.1.3. Full Force and Effect

The commercial general liability, excess (umbrella) liability, Contractor's pollution liability, and professional liability insurance coverage requirements will remain in full force and effect until Project Acceptance at which time the Contractors shall maintain completed operations insurance throughout the term of all warranties or as otherwise required by the Contract Documents, whichever is greater.

#### 9.1.4. Notice of Cancellation

Any insurance policy required by this Agreement shall contain provisions that the insurance company provide to the City with 10 Days written Notice of cancellation for nonpayment of premiums, or 45 Days written Notice of cancellation for any other reason, including non-renewal.

#### 9.1.5. No Recourse

There shall be no recourse against the State for payment of premiums or other amounts with respect to the insurance provided by the Contractor, or for deductibles under these policies. This provision does not affect any rights the Contractor is entitled to pursuant to Section 13.

### 9.1.6. Indemnification

The insurance coverage provided hereunder shall support, but is not intended to limit, the Contractor's indemnification obligations under Section 18.

## 9.2. Contractor Provided Insurance

The Contractor shall procure, at its own expense, insurance acceptable to the City, as described herein, and shall maintain such insurance, as specified herein, in accordance with the requirements stated in Section 9.1, or as otherwise Approved by the City at its sole discretion.

### 9.2.1. Workers' Compensation and Employer's Liability Coverage

The Contractor shall furnish evidence to the City that, with respect to the Work, the Contractor carries workers' compensation insurance, or is qualified to by the Missouri Division of Workers' Compensation as self-insured and carries insurance for employer's liability sufficient to comply with all obligations under State laws relating to workers' compensation and employer's liability. The Contractor shall require each Subcontractor on the Project to furnish the same evidence to the City. This evidence shall be furnished to and Approved by the City prior to the time the Contractor commences Work on the Project Site.

### 9.2.2. Commercial General Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent) that provide coverage for all Work. The minimum limits of liability for commercial general liability insurance shall be in amounts sufficient to cover the sovereign immunity limits for Missouri public entities, per claimant and per occurrence with a per Project endorsement as shown in Appendix G Table G1. Each such policy shall be endorsed to cover liability arising from blasting if applicable, other inherently dangerous activities, and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

### 9.2.3. Commercial Automobile Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of automobile liability insurance that provide coverage for the Contractor's owned, non-owned and hired vehicles of every type and description that are used in the performance of Work, both on and off the Site, including loading and unloading. The minimum limits of liability for such insurance shall be in amounts sufficient to cover the sovereign immunity limits for Missouri public entities per claimant and per occurrence as shown in Appendix G Table G2.

### 9.2.4. Excess (Umbrella) Liability Insurance

The Contractor shall provide umbrella or excess liability insurance with limits of not less than those shown in Appendix G Table G3 for each occurrence and for the annual aggregate which will provide bodily injury, personal injury and property damage liability



at least as broad as the primary coverage set forth above, including employer's liability, commercial general liability and commercial automobile liability, as set forth in Sections 9.2.1, 9.2.2, and 9.2.3.

### 9.2.5. Contractor's Pollution Legal Liability Coverage

The Contractor shall provide pollution legal liability coverage for the Project. The following limits and conditions shall apply:

- 1 The limit of liability per occurrence and the total Project aggregate shall be no less than the amounts required in Appendix G Table G3.
- 2 The City shall be named as an additional insured (to the extent commercially available as determined by the City).
- 3 If the policy form is written on a "claims made" form, the extended reporting period must be at least 60 months following completion of the Work.

### 9.2.6. Additional Insureds

Each policy of commercial general liability insurance, commercial auto liability and excess liability (umbrella) insurance shall name the City of Springfield, its officers, agents and employees as additional insureds under these policies, and Contractor shall waive all rights against the City of Springfield, its officers, agents and employees, for recovery of damages to the extent these damages are covered by the insurance policies to be maintained pursuant to this section.

### 9.2.7. Navigable Waters Insurance Protection

Not required for this Project.

### 9.2.8. Professional Liability Insurance

The Major Participant in the Contractor entity that will perform the design function ("Designer"), shall maintain professional liability insurance appropriate to the consultant's profession, endorsed to include contractual liability, with provisions at least as follows:

- 1 The policy shall protect against any negligent act, Error or omission arising out of design or engineering Activities of the Designer;
- 2 The policy shall have a retroactive date of no later than the date the first design or engineering Activities have been conducted by the Designer;
- 3 The policy shall be required to cover up to the amount shown in Appendix G Table G3 per claim and an aggregate of the amount shown in Appendix G Table G3;
- 4 If the policy is written on an occurrence, or claims reported, basis, (that is, the policy covers claims arising out of acts, Errors or omissions that occur and are reported during a specific policy period or an extended reporting period), the insured shall provide an extended reporting period of at least five (5) years following completion of the Work; and

- 5 If the policy is written on a strict claim made basis (that is, the policy covers claims made while the policy is in effect without regard to when the event giving rise to the claim occurred), the insured shall maintain the policy in force for a period of five (5) years following Final Acceptance.

#### **9.2.8.1. Professional Liability Insurance – Design Work by Others**

Should the Contractor or the Designer contract any design Work to a consultant other than the Designer, the Contractor or the Designer shall require the additional consultant to carry professional liability coverage, on a form providing coverage equivalent to the Designer's professional liability coverage, including extended reporting period or continuing coverage for five (5) years following Final Acceptance, and, except with prior Approval of the City, with policy limits of no less than the amounts required in Appendix G Table G3 per claim and per aggregate, and to provide City with proof of such coverage, upon request.

#### **9.2.9. Builder's Risk**

The Contractor shall be responsible for all builders' risk claims.

## 10. Risk of Loss

### 10.1. Site Security

The Contractor shall provide appropriate security for the Site, including securing any buildings from entry, and shall take all reasonable precautions and provide protection to prevent damage, injury or loss to the Work and Materials and Equipment to be incorporated therein, as well as all other property at the Site, whether owned by the Contractor, the City, or any other Person.

### 10.2. Maintenance and Repair of Work and On-Site Property

#### 10.2.1. Responsibility of Contractor

The Contractor shall maintain, rebuild, repair, restore, or replace all Work (including Design Documents, Released for Construction Documents, As-Built Documents, Materials, Equipment, supplies, and maintenance Equipment which are purchased for permanent installation in, or for use during construction of, the Project, regardless of whether the City has title thereto under the Contract Documents) that is injured or damaged prior to the date of acceptance of maintenance liability by the City or third parties as specified in Section 10.2.2. All such Work shall be at no additional cost to the City except to the extent that the City is responsible for such costs as provided in Section 13. Additional requirements regarding maintenance of Roadways during construction are set forth in Book 2, Section 17.

The Contractor shall not be allowed to store or stockpile any material on a bridge without the Approval of the City. If for Project operations it becomes necessary for the Contractor to request to store or stockpile material, the Contractor shall submit a written request to the City that is signed and sealed by a professional Engineer from Missouri. This request shall include an evaluation with both dead and live load calculations to ensure that the material is safe to store.

Nothing contained herein or in any special permit will relieve the Contractor of liability for any damage caused to roadway facilities from the movement or operation of Equipment and vehicles over the roadway system.

#### 10.2.2. Relief from Liability for Maintenance

Effective as of the date of Partial Acceptance by the City of a Location of the Project, the City is responsible for maintenance for all elements of the Project which have been accepted. All remaining elements of the Project shall be considered Accepted for maintenance purposes as of the date on which Final Acceptance occurs.

Nothing in the Contract Documents shall be construed to relieve the Contractor of full responsibility for making good any non-latent Defect in Work or material found on any section of Work prior to Final Acceptance of the entire Project, to alter in any manner the method of payment prescribed in the Contract Documents, or to constitute a waiver of any claim the City may have against the Contractor on the entire Project.

Notwithstanding the foregoing, all elements of the Work, which will be owned by Persons other than the City (such as Utility facilities) will be considered accepted for purposes of maintenance responsibility only as of the date of acceptance of maintenance responsibilities by such Persons.

### 10.3. Damage to Off-Site Property

Before Final Acceptance, the Contractor shall restore to a condition equal to or better than that existing prior to Construction all property, both public and private, within, adjacent to and beyond the limits of Construction that have been disturbed or damaged by prosecution of the Work. Restoration Work shall be at the Contractor's expense.

### 10.4. Third Party Agreements and City-Obtained Permits

The Contractor shall comply with all provisions in the third-party agreements and City-obtained permits in Book 4.

### 10.5. Title

The Contractor warrants that it owns, or will own, and has, or will have, good and marketable title to all Materials, Equipment, tools and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Project or are purchased for the City for the operation, maintenance, or repair thereof, free and clear of all Liens. Title to all such Materials, Equipment, tools and supplies which shall have been delivered to the Site shall pass to the City, free and clear of all Liens, upon the sooner of: (i) incorporation into the Project; or (ii) payment by the City to the Contractor of invoiced amounts pertaining thereto. Notwithstanding any such passage of title, and subject to Section 10.1, the Contractor shall retain sole care, custody and control of such Materials, Equipment, tools and supplies, and shall exercise due care with respect thereto as part of the Work until Final Acceptance or until the Contractor is removed from the Project.



## 11. Payment

### 11.1. Contract Price

As full compensation for the Work and all other obligations to be performed by the Contractor under the Contract Documents, the City shall pay to the Contractor the Contract Price shown in Appendix I, on Form DB-901. (Such amount, as it may be adjusted from time to time to account for Change Orders, is referred to herein as the "Contract Price"). The Contract Price may be increased or decreased only by a Change Order issued in accordance with Sections 12 and 13 or by a Contract amendment.

#### 11.1.1. Items Included in Contract Price

The Contractor acknowledges and agrees that, subject only to the Contractor's rights under Sections 12 and 13, the Contract Price includes:

- a. Performance of each and every portion of the Work.
- b. All designs, Equipment, Materials, labor, insurance and bond premiums, home office, jobsite and other overhead, profit and services relating to the Contractor's performance of its obligations under the Contract Documents (including all Work, Warranties, Equipment, Materials, labor and services provided by Subcontractors and intellectual property rights necessary to perform the Work).
- c. The cost of obtaining all Governmental Approvals (except for approvals which are the responsibility of the City, as specifically provided elsewhere in the Contract Documents).
- d. All costs of compliance with and maintenance of the Governmental Approvals and compliance with Legal Requirements.
- e. Payment of any taxes, duties, and permit and other fees and/or royalties imposed with respect to the Work and any Equipment, Materials, labor, or services included therein.
- f. All Contractors' Utility Work as described in Book 2, Section 7.
- g. All ROW Work as described under Section 6.1 and Book 2, Section 8.

#### 11.1.2. Delay in Issuance of Notice-to-Proceed 1

The City anticipates that it will issue NTP1 within five Days of execution and delivery of the Contract. If the City has not issued NTP1 within five Days after execution of the Contract by the City, the Contractor may seek to negotiate a Change Order including an extension in the time allowed to the City for issuance of NTP1 and an increase in the Contract Price mutually acceptable to the Contractor and the City. If the Contractor does not wish to seek a Change Order as provided above or the City fails to issue a Change Order acceptable to the Contractor, then the Contractor's sole remedy shall be to terminate the Contract by delivery of Notice of Termination to the City, with the right to receive payment as specified in Section 15. The Contractor is not obligated to perform any Work that would result in payments exceeding the NTP1 Payment Cap.

Any price increase under this Section shall be amortized proportionally over all Work remaining to be performed and shall be evidenced by a Change Order.

## 11.2. Invoices and Payment

Requirements relating to invoicing are set forth in Book 2, Section 2.2. Within thirty Days after Approval by the City of each final and complete invoice, as described in Book 2, Section 2.2, the City shall pay the Contractor the amount of the invoice Approved for payment less any amounts that the City is entitled to withhold.

## 11.3. Limitations on Payment

In no event shall the City have any obligation to pay the Contractor any amount which would result in: (i) payment for any Activity in excess of the value of the Activity times the completion percentage of such Activity; or (ii) aggregate payments hereunder in excess of: (i) the overall completion percentage for the Project times the Contract Price; or (ii) the payment caps described herein. The City does not have the obligation to pay the Contractor for any Nonconforming Work.

### 11.3.1. Requirement to Provide Corrected Monthly Update

After Approval of the Original Baseline Schedule, no payment will be processed or owing to the Contractor for Work performed during any period not covered by the accepted current Monthly Progress Schedule.

### 11.3.2. Notice-to-Proceed 1 Payment Cap

The amount of funds available to pay the Contractor prior to issuance of NTP2 is limited to the amount of the NTP1 Payment Cap, insurance premiums, bond premiums, and the first Mobilization payment. The City has no obligation to make any payment to the Contractor in excess of this amount until such time (if any) as NTP2 is issued. If the Contractor performs any Work in excess of the NTP1 Payment Cap, other than payment of insurance premiums, bond premiums, and the first Mobilization Payment, it does so at its own risk. The NTP1 Payment Cap does not apply to termination costs under Section 15.5.1.

### 11.3.3. Unincorporated Materials

The City will not pay for Materials associated with a progressed WBS Level V Activity prior to their incorporation into the Project, except under the circumstances described in this Section.

The City may, in any payment estimate, include the value of any non-perishable material that will be finally incorporated in the completed Work. The material shall be in conformity with the plans and Contract Documents and shall not have been used at the time of such estimate. The value of such material in a single submission from one Supplier shall be no less than \$10,000.00. The material shall be delivered to the Person or other location that is Approved by the City. Any storage area not within the Right of Way shall be leased at the Contractor's expense with provisions for right of entry by the City during the period of storage. Invoices for material payment shall be submitted to the City at least four Days prior to the estimate date. Receipted invoices for all material

payments previously allowed on the estimate shall be submitted to the Engineer within 42 Days of the date of the estimate on which material allowance was made or such material allowance will be deducted from future payments. The amounts paid for such material shall reduce the amount of other partial or final payments due the Contractor for the Work performed as the Materials are fabricated or incorporated in the completed Work.

The payment of structural steel may be included for partial payment for the receipted value of structural carbon steel or structural low alloy steel, or both, which is to form a part of the completed Work and which has been produced and delivered by the steel mill to the fabricator. The required receipted mill invoice, billing, title or assignment documents or other documents furnished by the Contractor shall include certified mill Test reports containing complete material description, identification, weights (masses), dimensions, heat and unit numbers, and cost data. The structural steel shall be stored separately and used only for the fabricated structural steel in the Project. The City may also pay an amount not to exceed 90 percent of the invoice value of any inspected and accepted fabricated structural steel items, fabricated structural aluminum sign trusses, structural precast items and permanent roadway signs providing the total invoice value of these items is not less than \$25,000.00 for each storage location. All material furnished for the Work pursuant to this Section shall be subject to shop Inspection by the City prior to payment.

All such Materials so delivered shall become the property of the City. Payment for stockpiled Materials will not constitute final acceptance of such Materials.

#### 11.4. Mobilization and Initial Payments

The actual amount of premiums paid by the Contractor for the Payment and Performance Bonds, required under Section 8, for insurance required to be provided by the Contractor under Section 9, the NTP1 Payment Cap, and the first mobilization payment may be invoiced at any time after issuance of NTP1. In addition, the Contractor shall be entitled to a number of additional mobilization payments to be issued at intervals after issuance of NTP2 as identified in Book 2, Section 25.

#### 11.5. Deductions

The City may deduct from any amounts otherwise owed to the Contractor, including each monthly progress payment and the final payment, the following:

- 1 Any accrued losses, liability, Liquidated Damages or other damages for which the Contractor is responsible hereunder.
- 2 The estimated cost of remedying any Nonconforming Work or otherwise remedying any breach of Contract by the Contractor.
- 3 The amount of any outstanding claim relating to the Work.
- 4 The amount for Work that the Contractor is obligated to perform under the Contract, which the Contractor has failed to perform.
- 5 Any other sums which the City is entitled to recover from the Contractor under the terms of the Contract.

The City's failure to deduct from a progress payment of any amount, which the City is entitled to recover from the Contractor under the Contract, shall not constitute a waiver

of the City's right to such amounts.

## 11.6. Final Payment

Final payment will be made in accordance with this Section 11.6.

### 11.6.1. Application for Final Payment

On or about the date of delivery of its Affidavit of Final Completion, the Contractor shall prepare and submit a proposed Application for Final Payment to the City showing the proposed total amount due the Contractor. In addition to meeting all other requirements for invoices hereunder, the Application for Final Payment shall include: (a) an affidavit, on the form prescribed by the City, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the Contract bond; or (b) a list of any outstanding or pending Potential Change Order (PCO) Notices and all existing or threatened claims, Liens and stop Notices by Subcontractors, laborers, Utility Owners or other third parties relating to the Project, including any Notices filed or to be filed with the Affidavit of Final Completion, stating the amount at issue associated with each such Notice; (c) the written consent by the Surety to such payment; and (d) such other documentation as the City may reasonably require. Prior applications and payments shall be subject to correction in the proposed Application for Final Payment. PCO Notices filed concurrently with the Application for Final Payment must be otherwise timely and meet all requirements under Sections 13 and 19. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such Lien. If such Lien remains unsatisfied after payments are made and is not bonded over as provided in the previous sentence, Contractor shall promptly pay to the City all money that the City may be compelled to pay in discharging such Lien, including all costs and attorneys' fees.

The City will review the Contractor's proposed Application for Final Payment, and changes or corrections will be forwarded to the Contractor for correction. If no changes or corrections are required, the City will Approve the Application for Final Payment.

### 11.6.2. Payment

As a condition to its obligation to make payment to the Contractor based on the Application for Final Payment, the City shall have received a completed Final Receipt of Payment and Release Forms from the Contractor, releasing and waiving any claims against the Indemnified Parties and those matters identified in any PCO Notices listed as outstanding in the Application for Final Payment, and otherwise satisfactory in form and content to the City.

The Final Receipt of Payment and Release Forms "shall be accompanied by an affidavit from the Contractor certifying:

- 1 That it has resolved any claims made by Subcontractors, Utility Owners, and others against the Contractor or the Project.
- 2 That it has no reason to believe that any Person has a valid claim against the Contractor or the Project which has not been communicated in writing by the Contractor to the City as of the date of the certificate.



3 That all guarantees and warranties are in full force and effect.

Final Receipt of Payment and Release Forms and the affidavit shall survive final payment. The payment amount will be reduced by any amounts deductible under Section 11.5.

All prior partial estimates and payments shall be subject to correction in the final payment.

The Contractor's acceptance of final payment shall constitute a waiver of affirmative Claims by the Contractor except those previously made in writing and identified as unsettled at the time of final payment.

## 11.7. Prompt Payment to Subcontractors

The Contractor is responsible to ensure that all Subcontractors and Suppliers at every tier are promptly paid in accordance with the Missouri Prompt Pay Act, 34.057 RSMo. The Contractor shall include in all Subcontracts a provision that this requirement for prompt payment to the Subcontractors and Suppliers must be included in all Subcontracts at every tier. If the Contractor fails to comply with this requirement, the City may withhold the amount due from any monthly progress payment until the required payment(s) have been made.

## 11.8. Disputes

Subject to the City's right to withhold from progress payments any amounts in Dispute, and except as expressly stated otherwise in this Section, any disagreement between the City and the Contractor relating to this Section 11 shall be subject to Section 19. Failure by the City to pay any amount in Dispute shall not alleviate, diminish, or modify in any respect the Contractor's obligation to perform under the Contract Documents, including the Contractor's obligation to achieve Final Acceptance in accordance with the Contract Documents, and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in Dispute. The Contractor shall proceed as directed by the City pending resolution of the Dispute. Upon resolution of such Dispute, each party shall promptly pay to the other any amount owing.

## 12. Change Order Risk Allocation

### 12.1. Time and Money Changes

The Contractor may request a Change Order to increase the Contract Price, subject to the limitations set forth in Sections 13.7 and 13.8, and for time extensions, subject to the limitations set forth in Section 13.7.3, only for increased costs or additional time for Completion Deadlines, as follows:

- a. Additional costs or time directly attributable to additional Work resulting from City-Directed Changes.
- b. Additional costs or time directly attributable to unavoidable delays, arising from a suspension order pursuant to Section 14.1.
- c. Failure or inability of the City to provide the Contractor with access to ROW identified on the ROW Plans, unless due to condemnation proceedings. If the City is unable to provide the Contractor with access to ROW identified on the ROW Plans due to condemnation proceedings, then only additional time will be allowed.
- d. Delay in issuance of NTP2 or provision of reasons why it was unable to do so to the extent provided in Section 4.2.2.
- e. Additional costs or time directly attributable to Differing Site Conditions, to the extent provided in Section 13.9.
- f. Certain additional costs or time relating to Remediation Work as described in Section 13.10, to the extent provided therein.
- g. Certain additional costs or time relating to Utility Work, as described in Section 6.2, to the extent provided therein.
- h. Certain additional costs or time relating to material Errors in the ROW as surveyed, as described in Section 13.11, to the extent provided therein.
- i. Additional costs or time directly attributable to uncovering, removing, and restoring Work, to the extent provided in Section 5.5.2.
- j. Additional costs or time directly attributable to the discovery at, near, or on the Site of human remains, artifacts and other items of historical, archaeological or geological significance, or cultural resources or any biological resources (which term shall be deemed to mean any threatened or endangered species, raptors or eagles), discovered within the Right of Way, provided that the existence of such resources was not disclosed in the RFP.
- k. Additional costs or time directly attributable to the suspension, termination, interruption, denial, failure to obtain, nonrenewal or amendment of any Environmental Approval or New Environmental Approval required to be obtained by the City, except as otherwise provided in Section 6.3.
- l. Any change in a Legal Requirement, change in the judicial interpretation of a legal Requirement, or adoption of any new Legal Requirement, excluding changes in tax laws, which is materially inconsistent with Legal Requirements in effect on the Proposal Due Date (excluding any such change

or new Legal Requirement which was passed or adopted as of the Proposal Due Date but has a defined future effective date), and which: (i) requires a material modification in the Project Work; (ii) requires the Contractor to obtain a major State or federal environmental approval not previously required for the Project; or (iii) specifically targets the Project or the Contractor.

- m. Any lawsuit seeking to restrain, enjoin, challenge, or delay construction of the Project, except to the extent that the risk of such lawsuit has been assumed by Contractor under Section 6.3; or the lawsuit otherwise arises out of any act, omission or breach of obligation of Contractor, a Subcontractor or any Person for whom Contractor is contractually or legally liable.
- n. Failure to issue NTP1 within 40 Days after Contract execution by the City.

## 12.2. Time Only Changes

The Contractor may Request a Change Order for time extensions, subject to the limitations set forth in Section 13.7.3, only for additional time for Completion Deadlines, as follows:

- a. Fire, floods, earthquakes, epidemics, or quarantine restrictions.
- b. Work stoppages, Work slowdowns, or other labor disruptions, unless caused by the Contractor.
- c. Failure or inability of the City to provide responses to proposed schedules, design submittals or other submittals and matters for which response by the City is required within the time periods indicated in the Contract Documents.
- d. Force majeure events under a MUA.
- e. Failure to identify Utilities to be Relocated by the Contractor to the extent provided in Section 6.2.1.
- f. Utility Delays.
- g. Freight embargos.
- h. Acts of the public enemy.

## 13. Changes in the Work

This Section sets forth the requirements for obtaining all Change Orders under the Contract. The Contractor hereby acknowledges and agrees that the Contract Price constitutes full compensation for performance of all of the Work, subject only to those exceptions specified in this Section, and that the City is subject to constraints which limit its ability to increase the Contract Price or extend the Completion Deadlines. Contractor hereby waives the right to make any claim for a time extension or for any monetary compensation in addition to the Contract Price and other compensation specified in the Contract, except as set forth in this Section.

### 13.1. Circumstances Under Which Change Orders May Be Issued

#### 13.1.1. Change Orders

The term "Change Order" shall mean a written amendment to the terms and conditions of the Contract Documents issued in accordance with this Section 13. A Change Order shall not be effective for any purpose unless executed by the City. Execution of a Change Order by the City shall mean that the Change Order has been fully executed by the City and FHWA. The term "Change Order" shall also include any Work Order that has been completed by the City to also function as a Change Order, as described in Section 6. Except for Work Orders functioning as Change Orders, Change Orders may be requested by the Contractor only pursuant to Section 13.3. Change Orders may be issued for the following purposes (or combination thereof):

- 1 To modify the Work.
- 2 To revise a Completion Deadline.
- 3 To revise the Contract Price.
- 4 To revise other terms and conditions of the Contract Documents.

Upon the City's Approval of the Change Order form, the City will execute the Change Order form indicating Approval thereof.

#### 13.1.2. Issuance of Directive Letter

The City may at any time issue a Directive Letter to the Contractor in the event of any Dispute regarding the Work or for any desired change in the Work. The Directive Letter will state that it is issued under this Section 13, will describe the Work in question and will state the basis for determining compensation, if any. The Contractor shall proceed immediately with the Work as directed in the letter, pending the execution of a formal Change Order (or, if the letter states that the Work is within the original scope of the Work, the Contractor shall proceed with the Work as directed but shall have the right pursuant to Section 13 to request that the City issue a Change Order with respect thereto).

Receipt of a Directive Letter from the City is a condition precedent to the Contractor's right to claim that a City-Directed Change has occurred.



No Directive Letter shall be required for alleged City-Directed Changes directly attributable to delays caused by bad faith actions, active interference, gross negligence or comparable tortious conduct by the Contractor. The fact that a Directive Letter was issued by the City shall not be considered evidence that in fact a City-Directed Change occurred. The determination whether a City-Directed Change in fact occurred shall be based on an analysis of the original Contract document requirements and a determination whether the Directive Letter in fact constituted a change in those requirements. The foregoing requirements shall not imply that a Directive Letter would be required in order for the Contractor to have the right to receive compensation for Work within its original scope for which additional compensation is specifically allowed under this Section 13 (such as for Relocation of previously misidentified underground Utilities, if a Change Order is allowed therefore pursuant to Section 6.2).

### 13.1.3. Performance of Changed or Extra Work

As a condition precedent to the Contractor's right to receive additional payment or an extension of a Completion Deadline for changed or extra Work, the Contractor shall have received either a Directive Letter from the City stating that it is issued pursuant to Section 13 or a Change Order for such Work executed by the City. To the extent that the Contractor undertakes any such Work without receiving a Directive Letter or Change Order executed by the City, the Contractor shall be deemed to have performed such Work voluntarily and shall not be entitled to a Change Order in connection therewith. In addition, the Contractor may be required to remove or otherwise undo any such Work, at its sole cost.

## 13.2. Equal or Better Change Orders

The Contractor may request the City Approval of a Change Order that is equal or better than the Contract Document requirements. The City may Approve, in its sole discretion, in whole or in part, a Change Order that is equal or better than the Contract Document requirements using Form DB-701. If Approved as provided in this Section 13.2, equal or better changes may be implemented without any sharing of the Contractor's cost savings (and without any additional cost to the City).

An Equal or Better Change Order is an Approved proposal developed and documented by the Contractor, which would modify or require a change in any of the Contract Document requirements in order to be implemented that is "equal to or better than" the underlying requirement. Equal or Better Change Orders cannot change a Completion Deadline.

### 13.2.1. Required Information

At a minimum the following information shall be submitted by the Contractor with each Equal or Better Change Order proposal:

- 1 Redline of the changes proposed to the Contract requirements, which are involved in the proposed change.
- 2 Description of why the proposed change is equal or better than the existing Contract requirements.
- 3 A description of any previous use or Tests of the proposal and the conditions and results if requested by the City.

The Contractor shall provide any additional information requested by the City in a timely manner.

### 13.2.2. City Review and Approval or Rejection

Upon receipt of an Equal or Better Change Order proposal, the City will process it, but shall not be liable for any delay in acting upon any proposal submitted pursuant to this Section 13.2. The Contractor may withdraw all or part of any Equal or Better Change Order proposal at any time prior to Approval by the City. The City may Approve, in its sole discretion, in whole or in part, any Equal or Better Change Order proposal submitted. Until an Equal or Better Change Order proposal is Approved by the City, the Contractor shall remain obligated to perform in accordance with the Contract Documents. The decision of the City as to rejection or Approval of any Equal or Better Change Order proposal shall be at the sole discretion of the City, and shall be final and not subject to partnering, Dispute resolution or appeal. Equal or Better Change Order proposals that require excessive time or costs for review, evaluation or investigations, or that are not consistent with the City's design policies and basic design criteria may be rejected. The Contractor shall have no claim for any additional costs or delays resulting from the rejection of an Equal or Better Change Order proposal, including development costs, loss of anticipated profit, or increased material or labor costs. The City will consider only proven features that have been employed under similar conditions or Persons acceptable to the City.

## 13.3. Value Engineering Change Proposals

It is the desire for the Contractor to have significant flexibility in determining how best to deliver the Project within the parameters established by the Contract Documents. The Contractor is encouraged to submit Value Engineering Change Proposals (VECPs) or Practical Design Value Engineering Proposal (PDVEP) whenever it identifies potential savings. Notwithstanding the foregoing, the City's Approval is required with respect to any proposed changes in the requirements of the Contract Documents. This Section 13.3 sets forth the requirements applicable to VECPs.

### 13.3.1. Definition of Value Engineering Change Proposal

A VECP is a proposal developed and documented by the Contractor that is, in the discretion of the City, equal or better than the requirements of the Contract Documents, including the Contractor's proposal. A VECP would reduce the cost of the Project without impairing essential functions or characteristics of the Project (including service life, economy of operations, ease of maintenance, desirability and safety) as determined by the City in its sole discretion, and provided that it is not based solely upon a change in quantities, performance or reliability.

### 13.3.2. Required Information

At a minimum, the following information shall be submitted by the Contractor with each VECP:

- 1 A statement that the submission is a VECP, a narrative description of the proposed change, the advantages and disadvantages of the proposed change and the justification for changes in function or characteristics and the effect the proposed change has on performance.

- 2 Identification of all Contract requirements (with reference to specific Sections), which must be changed if the VECP is Approved.
- 3 A description of any previous use or Tests of the proposal and the conditions and results.
- 4 Date or time, by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on the Contract Schedule.
- 5 A complete cost analysis including current pricing for the existing Contract requirements compared to the Contractor's cost estimate of the proposed changes.

The Contractor shall provide any additional information requested by the City in a timely manner. Additional information could include results of field investigations and surveys, design computations, and field change sheets.

### 13.3.3. City Review and Approval or Rejection

Upon receipt of a VECP, the City will process it, but will not be liable for any delay in acting upon any proposal submitted pursuant to this Section 13.3. The Contractor may withdraw all or part of any VECP at any time prior to Approval by the City.

The City may Approve, in its sole discretion, in whole or in part, by Change Order, any VECP submitted. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents. The decision of the City as to rejection or Approval of any VECP shall be at the sole discretion of the City and shall be final and not subject to partnering, Dispute resolution or appeal. The Contractor shall have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profit, or increased material or labor costs.

### 13.3.4. Contract Price Adjustment

If the City Approves a VECP submitted by the Contractor pursuant to this Section 13.3, the Contract Price shall be adjusted in accordance with the following:

- a. The term "estimated net savings", as used in this Section 13.3, shall mean: (i) the difference between the cost of performing the Work according to the Contract Documents using current estimates and the actual cost to perform it according to the proposed change; less (ii) the costs of studying and preparing the VECP as proven by the Contractor and Approved by the City in accordance with the Change Order procedures set forth herein; less (iii) any additional costs incurred by the City (including costs relating to any Relocations and ROW and implementation costs) resulting from the VECP. The Contractor's profit shall not be considered part of the cost.
- b. Except as specified in Section (d), below, the Contractor is not entitled to share in either collateral or future Contract savings. The term "collateral savings" means those measurable net reductions in the City's costs resulting from the VECP, including costs of maintenance by the City, logistics, and the City-furnished property. The term "future Contract savings" shall mean reductions in the cost of performance of future construction Contracts resulting from a VECP submitted by the Contractor.

- c. Subject to Section (d) below, the Contract Price shall be reduced by an amount equal to the sum of (i) 100 percent of any additional costs incurred by the City resulting from the VECP; plus (ii) 50 percent of the estimated net savings.
- d. In a case where a VECP involves an adjustment to the ROW Plans (such as a proposal that additional real property be purchased to reduce construction costs), the VECP shall compare:
  - I. The incremental reduction in costs (such as for not designing and building a wall); and
  - II. The costs involved in adjusting the ROW Plans and Environmental Approvals (which shall be based on the Contractor's additional costs, such as for providing real property acquisition support services, including profit, plus the City's additional costs, including land acquisition, appraisals, negotiation, Relocation, condemnation, closing, property management, and environmental permitting, specifically including allocated costs of the City personnel involved in the acquisition); or as (appropriate) shall compare:
  - III. The incremental reduction in costs (if any) for not acquiring the unnecessary real property; and
  - IV. The additional construction costs to be incurred.

The estimated net savings shall be shared equally between the City and the Contractor. The Contractor shall include in its VECP an analysis of any impacts on Utility Owners for consideration by the City.

The following is a sample VECP calculation.

|                                                    |                         |                          |
|----------------------------------------------------|-------------------------|--------------------------|
| "Acquire additional ROW in lieu of MSE wall const. |                         |                          |
| <b>CALCULATION OF VECP SAVINGS</b>                 | <b><u>ITEM COST</u></b> | <b><u>TOTAL COST</u></b> |
| Cost of wall                                       | \$250,000               | \$250,000                |
| VECP Savings                                       | -                       | \$185,000                |
| Cost of preparing VECP                             | - \$10,000              |                          |
| Cost of implementing proposal                      |                         |                          |
| ○ Contractor's expenses                            | - \$15,000              |                          |
| ○ City's cost of personnel                         | - \$10,000              |                          |
| ○ City's cost of property                          | - \$150,000             |                          |
| <b>Net Savings from VECP</b>                       |                         | <b>\$65,000</b>          |
| <b>CONTRACT ADJUSTMENT</b>                         |                         |                          |
| City's total cost                                  |                         | \$160,000                |
| Plus City's share of VECP Savings (50%)            |                         | \$32,500                 |
| <b>Total Reduction in Contract Price</b>           |                         | <b>\$192,000</b>         |



### 13.3.5. Use of Value Engineering Changes by the City

All Approved or disapproved VECPs and Negotiated changes will become the property of the City and shall contain no restrictions imposed by the Contractor on their use or disclosure. The City retains the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal on any other or subsequent Projects without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented Materials or processes.

## 13.4. Lump Sum Change Orders

The preferred approach by both parties is that Change Orders will be reimbursed on a lump sum payment basis if the parties can agree on a lump sum amount. If the parties cannot agree on a lump sum amount for change orders, the Change Orders will be paid as Force Account Change Orders described in Section 13.5.

### 13.4.1. Procedure for City Initiated Lump Sum Change Orders

If the City desires to evaluate whether to initiate such a change, the City may, at its discretion, issue a Request for Change Proposal (RCP).

Within seven Days after the Contractor's receipt of a RCP, the City and the Contractor shall consult to define the proposed scope of the change. Within seven Days after the initial consultation, the City and the Contractor shall consult concerning an estimated rough order of magnitude (ROM) cost and time impacts, if any. The Contractor shall prepare the ROM at its cost. The Contractor shall provide data regarding such matters as requested by the City.

Within seven Days after the ROM consultation meeting and provision of any data requested by the City, the City shall notify the Contractor whether the City:

- 1 Wishes to request the Contractor to prepare a Change Order form as discussed at the meeting.
- 2 No longer wishes to issue a Change Order.

The City may at any time, in its sole discretion, require the Contractor to provide two alternative Change Order forms, one of which shall provide for a time extension if applicable and any additional costs permitted hereunder, and the other of which shall show all Acceleration Costs associated with meeting the original Completion Deadlines, as well as any additional costs permitted hereunder.

If requested by the City, the Contractor shall, within 21 Days after receipt of the notification, prepare and submit to the City for Approval a Change Order using the Form DB-703, for the requested change, complying with all applicable requirements of Section 13.4, and incorporating all requests made by the City. The Contractor shall bear the cost of developing the Change Order form, including any modifications thereto requested by the City, except that costs of design and engineering Work required for preparation of plans or exhibits necessary to the Change Order and pre-authorized by the City shall be included in the Change Order as reimbursable items. If the Change Order is Approved, the design and engineering costs will be included within the Change Order. If the Change Order is not Approved, the Contractor shall be separately reimbursed for the design and engineering costs through a separate Change Order.

If the City and the Contractor agree that a change in the requirements relating to the Work has occurred but disagree as to whether the change justifies additional compensation or time or disagree as to the amount of any change to be made to the Contract Price or a Completion Deadline, the City may, in its sole discretion, order the Contractor to proceed with the performance of the Work in question notwithstanding such disagreement. Such order may, at the City's option, be in the form of a:

- 1 Force Account Change Order or
- 2 Directive Letter

#### **13.4.2. Procedures for Contractor-Initiated Lump Sum Change Orders**

The Contractor's entitlement to a Change Order for eligible changes is subject to the restrictions and limitations contained in this Section 13.

#### **13.4.3. Conditions Precedent**

The requirements set forth in this Section 13.4.3 constitute conditions precedent to the Contractor's entitlement to request and receive a Change Order in all circumstances. The Contractor agrees that the filing of a Potential Change Order (PCO) Notice and subsequent filing of a Request for Change Order (RCO) with the City pursuant to this Section are necessary in order to begin the administrative process for Contractor-requested Change Orders. The Contractor understands that it shall be forever barred from recovering against the City under this Section 13 if it fails to give Notice of any act, or failure to act, by the City or any of its representatives or the happening of any event, thing or occurrence pursuant to a proper PCO Notice, and thereafter complies with the remaining requirements of this Section.

The Contractor shall deliver to the City a PCO Notice stating that an event or situation has occurred and shall state whether it is entitled to additional time or money. The first Notice shall be labeled "PCO No. 1" and subsequent Notices shall be numbered sequentially.

Each PCO Notice shall be delivered as promptly as possible after the occurrence of such event or situation. If any PCO Notice is delivered later than ten Days after the Contractor first discovered (or should have discovered in the exercise of reasonable prudence) the occurrence which is described therein, the Contractor shall be deemed to have waived the right to collect any and all costs incurred prior to the date of delivery of the PCO Notice, and shall be deemed to have waived the right to see an extension of any Completion Deadline with respect to any delay in the Critical Path which accrued prior to the date of delivery of the written Notice. Furthermore, if any PCO Notice concerns any condition or material described in Section 5.3, the Contractor shall be deemed to have waived the right to collect any and all costs incurred in connection therewith to the extent that the City is not afforded the opportunity to inspect such material or condition before it is disturbed. The Contractor's failure to provide a PCO Notice within 30 Days after the Contractor first discovered (or should have discovered in the exercise of reasonable prudence) the occurrence of a given event or situation shall preclude the Contractor from any relief, unless the Contractor can show, based on a preponderance of the evidence that: (i) the City was not materially prejudiced by the lack of Notice; or (ii) the City's designated representative specified in accordance with Section 24.4.1 had actual knowledge, prior to the expiration of the 30-Day period, of the

event or situation and that the Contractor believed it was entitled to a Change Order with respect thereto. A PCO Notice shall be deemed delivered only if it fully conforms to the requirements of Section 13.

The PCO Notice shall (i) state in detail the facts underlying the potential Change Order, the reasons why the Contractor believes additional compensation or time will or may be due and the date of occurrence; (ii) state in detail the basis that the Work is not required by the Contract, if applicable; (iii) identify particular elements of Contract performance for which additional compensation may be sought under this Section 13; (vi) identify any potential Critical Path affecting a Completion Deadline; and (v) provide an estimate of the time within which a response to the notice is required to minimize cost, delay, or disruption of performance.

The written notification under Section 5.3 may also serve as a PCO Notice provided it meets the requirements for PCO Notices.

Any adjustments made to the Contract shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide requested additional information under this Section.

The Contractor shall deliver all RCO under this Section 13 to the City within 30 Days after delivery of the PCO Notice. The City may require design and construction costs to be covered by separate Change Order requests. If the Contractor requests a time extension, then the City, in its sole discretion, may require the Contractor to provide two alternative Change Order requests, one of which shall provide for a time extension and any additional costs permitted hereunder, and the other of which shall show all Acceleration Costs associated with meeting the original Completion Deadlines, as well as any additional costs permitted hereunder.

The Contractor acknowledges and agrees that, due to the limited availability of funds for the Project, timely delivery of notification of such events and situations and requests for Change Orders and updates thereto are of vital importance to the City. The City is relying on the Contractor to evaluate, promptly upon the occurrence of any event or situation, whether the event or situation will affect schedule or costs and, if so, whether the Contractor believes a time extension and/or price increase is required hereunder. If an event or situation occurs which may affect the Contract Price or a Completion Deadline, the City will evaluate the situation and determine whether it wishes to make any changes to the definition of the Project so as to bring it within the City's funding and time restraints.

The following matters (among others) shall be considered in determining whether the City has been prejudiced by the Contractor's failure to provide timely Notice;

- 1 The effect of the delay on alternatives available to the City (that is, a comparison of alternatives which are available at the time Notice was actually given and alternatives which would have been available had Notice been given within ten Days after occurrence of the event or when such occurrence should have been discovered in the exercise of reasonable prudence).
- 2 The impact of the delay on the City's ability to obtain and review objective information contemporaneously with the event.

Prior to submission by the Contractor of any PCO Notice or a RCO to the City which is based in whole or in part on a request by a Subcontractor to the Contractor for a price increase or time extension under its Subcontract, the Contractor shall have reviewed all claims by the Subcontractor which constitute the basis for the RCO and determined in

good faith that each such claim is justified hereunder and that the Contractor is justified in requesting an increase in the Contract Price and/or change in Completion Deadlines in the amounts specified in the RCO. Each RCO involving Subcontractor Work shall include a sworn certification in form acceptable to the City signed by the Contractor's Project Manager stating that the Contractor has investigated the basis for the Subcontractor's claims and has determined that all such claims are justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented. Any RCO involving Subcontractor Work shall be considered incomplete if it is not accompanied by such certification.

If the City refuses to issue a Change Order based on the Contractor's request, the Contractor shall nevertheless perform all Work as specified in an appropriate Directive Letter, with the right to submit the issue of entitlement to a Change Order to Dispute resolution in accordance with Section 19. The Contractor shall maintain and deliver to the City, upon request, contemporaneous records, meeting the requirements of Section 13.7, for all Work performed which the Contractor believes constitutes extra Work, until all Disputes regarding entitlement or cost of such Work are resolved.

## 13.5. Force Account Change Orders

The City may at its discretion issue a Force Account Change Order whenever the parties cannot agree to a Lump Sum Change Order or the City determines that a Force Account Change Order is advisable. The Force Account Change Order shall instruct the Contractor to perform the Work, indicating expressly the intention to treat the items as changes in the Work, and setting forth the kind, character, and limits of the Work as far as they can be ascertained, the terms under which changes to the Contract Price will be determined and the estimated total change in the Contract Price anticipated thereunder. Upon final determination of the allowable costs, the City shall issue a modified Change Order setting forth the final adjustment to the Contract Price. The costs and additional amounts allowed in Section 13.8 (and no others) shall be used for calculating the change in the Contract Price. No direct compensation will be allowed for other miscellaneous costs for which no specific allowance is provided in Section 13.6.

The City and the Contractor may agree to negotiate Unit Prices for a Force Account Change Order. Measurement of any unit-priced quantities will be as specified in the Change Order. Unit Prices shall be deemed to include all costs for labor, material, overhead and profit, and shall not be subject to change regardless of any change in the estimated quantities. Upon final determination of the quantities, the City will issue a modified Change Order setting forth the final adjustment to the Contract Price.

### 13.5.1. Force Account Records

The Contractor shall maintain its records in such a manner as to provide a clear distinction between: (i) the direct cost of Work for which it is entitled (or for which it believes it is entitled) to an increase in the Contract Price; and (ii) the costs of other operations. The Contractor shall contemporaneously collect, record in writing, segregate, and preserve: (i) all data necessary to determine the costs described in this Section 13.5 with respect to all Work which is the subject of a Change Order or a requested Change Order, specifically including costs associated with design Work as well as Utility Relocations, but specifically excluding all negotiated Change Orders (except for Lump Sum Work Orders that are also Change Orders as described in



Section 13.4); and (ii) all data necessary to show the actual impact (if any) of the change on the Critical Path affecting a Completion Deadline with respect to all Work which is the subject of a Change Order or a proposed Change Order, if the impact on the Critical Path affecting a Completion Deadline is in Dispute. Such data shall be provided pursuant to Section 19, on forms Approved by the City. The cost of furnishing such reports is included in the Contractor's predetermined overhead and profit.

The Contractor shall furnish daily, on forms Approved by the City, reports of Force Account Change Order Work. The cost of furnishing such reports shall be included in the Contractor's overhead and profit percentages. The reports shall include:

- 1 Name, classification, date, daily hours, total hours, rate, and extension for each worker (including both construction and non-construction personnel) and foreman.
- 2 Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and Equipment.
- 3 Quantities of Materials, prices and extensions.
- 4 Transportation costs of Materials, machinery, and Equipment.
- 5 Invoices for Materials used and for transportation charges.

The reports shall also state the total costs to date for the Force Account Change Order Work.

If Materials used on the Force Account Change Order Work are not specifically purchased for the Work but are taken from the Contractor's stock, the Contractor shall furnish an affidavit certifying that such Materials were taken from the Contractor's stock, that the quantity claimed was actually used, and that the price and transportation costs claimed represent actual costs to the Contractor.

All Force Account Change Order reports shall be signed by the Contractor's Project Manager. The City will compare its records with the Contractor's reports, make the necessary adjustments and compile the costs of Force Account Change Order Work. When such reports are agreed upon and signed by both parties, they will become the basis of payment, but shall not preclude subsequent adjustment based on a later audit. The Contractor's (and each Subcontractor's) cost records pertaining to Work paid for on a Force Account basis shall be open, during all regular business hours, to Inspection or audit by representatives of the City during the life of the Contract and for a period of not less than seven years after Final Acceptance, and the Contractor (and each Subcontractor) shall retain such records for that period. If an audit is to be commenced more than 60 Days after Final Acceptance, the Contractor will be given a 20-Day Notice of the time when such audit is to begin.

## 13.6. Contents of Change Orders (excluding Equal or Better Change Orders)

Each lump sum, force account and value engineering Change Order form and RCO shall meet all applicable requirements of this Section 13 and shall include a Cost Analysis to be prepared using the Form DB-702. The completed and/or modified Work Order Form described in Section 6.2.7 shall be considered an appropriate form, where applicable.

The Contractor shall prepare a scope of Work, cost estimate, impacted delay analysis, if

any and other information as required by this Section for each Change Order form and RCO.

**Scope of Work:** The scope of Work shall describe in detail satisfactory to the City all Activities associated with the Change Order, including a description of additions, deletions and modifications to the existing Contract requirements.

**Cost Estimate:** The cost estimate shall set out the estimated costs in such a way that a fair evaluation can be made. It shall include a breakdown for labor, Materials, Equipment, overhead (which includes all indirect costs) and profit, unless the City agrees otherwise. The estimate shall include costs allowable under this Section 13, if any. If the Work is to be performed by Subcontractors and if the Work is sufficiently defined to obtain Subcontractor quotes, the Contractor shall obtain quotes (with breakdowns showing cost of labor, Materials, Equipment, overhead and profit) on the Subcontractor's stationery and shall include such quotes as back-up for the Contractor's estimate. No additional payment shall be allowed in excess of the provisions under Section 13.

**DBE Goal:** The Contractor shall strive to ensure that DBEs have full and equal opportunity to compete fairly in the performance of change orders financed in whole or in part with Federal funds. The impact to the DBE goals will be taken into consideration and evaluated during the negotiation of each change order.

**Impacted Delay Analysis:** If the Contractor claims that such event, situation or change affects the Critical Path affecting a Completion Deadline, it shall provide an impacted delay analysis indicating all Activities represented or affected by the change, with activity numbers, durations, predecessor and successor Activities, resources and cost, and with a narrative report, in form satisfactory to the City, which compares the proposed new schedule to the Original Baseline Schedule or Revised Baseline Schedule, as appropriate. Except as otherwise provided in this Section, the impacted delay analysis shall only modify the Activities which have been impacted by the event which justifies the extension. The Contractor may reschedule Activities not otherwise affected by the event, in order to take advantage of additional Float available as a result of the requested time extension. Any such rescheduling shall be reflected in the impacted delay analysis.

**Other Supporting Documentation:** The Contractor shall provide such other supporting documentation as may be required by the City.

### **13.6.1. Justification**

All Requests for Change Orders shall include a narrative justification therefore, detailing all causes of the proposed change, making specific reference to the applicable provisions of this Section 13 which permit a Change Order to be issued, and describing the data and documents which establish the necessity of such proposed change.

### **13.6.2. Contractor Representation**

Each Change Order shall contain a sworn certification in form acceptable to the City by the Contractor (or Subcontractor, if applicable) that the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event or matter giving rise to such proposed change and that the Contractor has no reason to believe and does not believe that the factual basis for the Change Order is falsely represented.

### 13.6.3. Incomplete Change Orders

Each RCO shall meet all requirements set forth in this Section 13.6, provided that if any such requirements cannot be met due to the nature of the occurrence, the Contractor shall provide an incomplete RCO, which shall:

- 1 Comply with all requirements capable of being met.
- 2 Include a list of requirements, which are not fulfilled together with an explanation reasonably satisfactory to the City stating why such requirements cannot be met.
- 3 Provide such information regarding Projected impact on the Critical Path affecting a Completion Deadline as is requested by the City.
- 4 In all events include sufficient detail to ascertain the basis for the proposed Change Order and for any price increase associated therewith, to the extent such amount is then ascertainable.

The Contractor shall furnish, when requested by the City, such further information and details as may be required to determine the facts or contentions involved. The Contractor agrees that it shall give the City access to any and all of the Contractor's books, records, and other Materials relating to the Work, and shall cause its Subcontractors to do the same, so that the City can investigate the basis for such proposed Change Order. The Contractor shall provide the City with a monthly update to all outstanding incomplete requests for Change Order, describing the status of all previously unfulfilled requirements and stating any changes in Projections previously delivered to the City, time expenditures to date and time anticipated for completion of the Activities for which the time extension is claimed. The City may reject the Contractor's claim at any point in the process. Once a complete RCO is provided, the City's failure to respond thereto within 14 Days of delivery of the request shall be deemed a rejection of such request. Although the City intends to review incomplete Change Orders for the purposes of timely delivery described in Section 13.7.3, the City shall have no obligation to review the backup associated with any RCO until a complete RCO is provided.

### 13.6.4. Phased Change Orders

The City and Contractor may mutually agree to use a multiple-step process involving issuance of a Change Order which includes an estimated design cost and which provides for a revised Change Order to be issued after a certain design level has been reached, thus allowing a refinement and definition of the estimated construction cost.

## 13.7. Certain Limitations for all Change Orders (excluding Equal or Better Changes)

### 13.7.1. Limitation on Contract Price Increases

Any increase in the Contract Price allowed hereunder shall exclude:

- 1 Costs caused by the breach of Contract or fault or negligence, or act or failure to act of any Contractor-Related Entity.
- 2 Costs, which could reasonably have been avoided by the Contractor, including

by resequencing, reallocating, or redeploying its forces to other portions of the Work or to other activities unrelated to the Work (excluding any additional costs reasonably incurred in connection with such reallocation or redeployment).

- 3 Costs for any rejected Work which failed to meet the requirements of the Contract Documents and any necessary remedial Work.

### 13.7.2. Limitation on Acceleration Costs; Delay and Disruption Damages

Acceleration Costs; Delay and Disruption Damages: Acceleration Costs shall be compensable hereunder only with respect to Change Orders issued by the City as an alternative to allowing an extension of a Completion Deadline as contemplated by Section 12. Delay and Disruption Damages shall be compensable hereunder only in the case of a delay which pursuant to Section 12 to the extent that it entitles the Contractor to an extension of a Completion Deadline. Costs of rearranging the Contractor's Work plan not associated with an extension of a Completion Deadline shall not be compensable hereunder.

Other Limitations: Delay and Disruption Damages shall be limited to direct costs directly attributable to the delays described in this Section and overhead and profit thereon in accordance with Section 13.8 and any additional field office and jobsite overhead costs incurred by the Contractor directly attributable to such delays. In addition, before the Contractor may obtain any increase in the Contract Price to compensate for any Delay and Disruption Damages or Acceleration Costs, the Contractor shall have demonstrated to the City's satisfaction that:

- 1 Its schedule, which defines the affected Critical Path in fact, sets forth a reasonable method for completion of the Work.
- 2 The change in the Work or other event or situation, which is the subject of the requested Change Order, has caused or will result in an identifiable and measurable disruption of the Work, which impacted the Critical Path affecting a Completion Deadline.
- 3 The delay or disruption damage was not due to any breach of Contract or fault or negligence, or act or failure to act of any Contractor-Related Entity and could not reasonably have been avoided by the Contractor, including by resequencing, reallocating or redeploying its forces to other portions of the Work or other activities unrelated to the Work (subject to reimbursement for additional costs reasonably incurred in connection with such reallocation or redeployment).
- 4 The delay for which compensation is sought is not concurrent with any other delay excluding a City caused delay.
- 5 The Contractor has suffered or will suffer actual costs due to such delay, each of which costs shall be documented in a manner satisfactory to the City.

### 13.7.3. Limitation on Time Extensions

Any extension of a Completion Deadline allowed hereunder shall exclude any delay to the extent that it:



- 1 Did not impact the Critical Path affecting a Completion Deadline.
- 2 Was due to the fault or negligence, or act or failure to act of any Contractor-Related Entity.
- 3 Could reasonably have been avoided by the Contractor, including by re-sequencing, reallocating or redeploying its forces to other portions of the Work (provided that if the request for extension involves a City caused delay, the City shall have agreed, if requested to do so, to reimburse the Contractor for its costs incurred, if any, in re-sequencing, reallocating, or redeploying its forces).

The Contractor shall be required to demonstrate to the City's satisfaction that the change in the Work or other event or situation which is the subject of the RCO seeking a change in a Completion Deadline has caused or will result in an identifiable and measurable disruption of the Work which has impacted the Critical Path Activity affecting a Completion Deadline.

#### **13.7.3.1. Limitations on Time Extensions Due to High Water**

The Contractor may request for additional Days added to the Project Completion Deadline upon the occurrence of High Water on any of the streams at which work is being performed. These time-only extensions will be available when the Contractor is unable to progress on Critical Path items of the Work. Requests for additional Days must be made in writing to the City Project Director within 48 hours of the delay so that a determination can be made. The submittal of a Time Extension request does not guarantee any Days will be awarded if in the opinion of the Project Director the water levels did not impact Construction or the Critical Path. High Water delays not impacting Construction or the Critical Path will be non-compensable. The Contractor's CPM schedule, current at the time of the High Water event will be used for the purpose of identifying Critical Path Activities.

### **13.8. Pricing of Change Orders (excluding Equal or Better Changes)**

The City and the Contractor (on its own behalf and on behalf of its Subcontractors) shall endeavor to negotiate, in good faith, a reasonable cost for each Change Order. Subject to the foregoing exceptions, in general the price of a Change Order shall be negotiated in accordance with this Section 13.8 or shall be based on Force Account records pursuant to Section 13.5.

#### **13.8.1. Labor Costs**

The cost of labor shall be separated into construction-related Work and non-construction-related Work as described below. The use of a labor classification that would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. The cost of labor shall be calculated based on straight time for all hours worked, unless the Contractor obtains the City's prior Approval for overtime.

Construction Labor: The cost of labor for workers used in the actual and direct performance of construction-related Work, including Lead Workers, whether provided

by the Contractor or a Subcontractor, will equal the sum of the following: (i) actual unburdened wages (i.e. the base wage paid to the employee exclusive of any fringe benefits); plus (ii) the actual costs paid to, or on behalf of, employees for liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract, applicable to the classes of labor employed on the Work; plus 20% (15% overhead and 5% profit) of the sum of the above items.

Non-Construction Labor: The cost of labor for non-construction-related Work, whether provided by the Contractor or a Subcontractor, will equal the sum of the following: (i) Actual wages (i.e. the base wage paid to the employee exclusive of any fringe benefits); plus (ii) an overhead based on the audited Federal Acquisition Regulations (FAR) field rates not to exceed 145%, or if a company has no FAR rate, an overhead of 145%. Contractor will also be paid for profit on non-construction labor of 10% of labor costs plus overhead.

### 13.8.2. Material Costs

Material costs shall be the cost of all Materials to be used in the performance of construction Work including normal wastage allowance as per industry standards, subject to the requirements set forth in this Section 13. The material prices shall be supported by valid quotes and invoices from the Suppliers. The cost shall include applicable sales taxes, freight and delivery charges and any allowable discounts (exclusive of machinery rentals). The City reserves the right to Approve Materials and sources of supply of Materials to be furnished by the Contractor or Subcontractors and shall have the right to furnish such Materials as it deems advisable. The price allowed for Materials shall be adjusted as follows:

If the Materials are obtained from a supply or source owned in whole or in part by the Contractor or a Subcontractor, the cost of such Materials shall not exceed the lesser of the lowest price charged by the Contractor or such Subcontractor (as applicable) for similar Materials furnished to other jobs or the current wholesale price for such Materials delivered to the Site.

If the cost of such Materials is, in the opinion of the City, excessive, then the cost of such Materials shall be deemed to be the lowest current wholesale price at which such Materials were available, in the quantities needed and delivered to the Site.

If the Contractor or any Subcontractor (as applicable) does not furnish satisfactory evidence of the cost of such Materials from the actual Supplier thereof within 60 Days after the date of delivery of the material, the City reserves the right to establish the cost of such Materials at the lowest current wholesale prices at which such Materials were available, in the quantities needed and delivered to the Site.

Contractor will be paid an additional 20% for overhead and profit.

### 13.8.3. Equipment

Contractor will be paid for the use of Equipment owned or rented by Contractor or any Subcontractor for actual use in construction of the Project at an hourly rate derived from the most recently published Rental Rate Blue Book for Construction Equipment by Dataquest, Inc., San Jose, California which is in effect at the time of commencement of

the changed Work (the "Blue Book").

The total hourly rates derived from the above publication are computed from Equipment costs currently in effect. The rates derived do not include costs for operating personnel. The rates require adjustment by a Regional Factor/City Factor, and Depreciation Factor found in the front of each chapter in the Blue Book.

Equipment use rates fall in the following two categories:

- a. Operating Rate: This rate applies to those hours the Equipment is actually in use, includes ownership and operating costs, and shall equal the Blue Book monthly rate adjusted for year of manufacture divided by 176 times the Regional Factor/City Factor plus the estimated hourly operating costs from the Blue Book.
- b. Standby Rate: This rate applies to Equipment required to be at the Site but not operating, includes ownership costs only, and shall equal the Blue Book monthly rate adjusted for year of manufacture divided by 176 times the Regional Factor/City Factor times 0.5. The duration of allowable standby time is to be Approved in writing by the City with a maximum of eight hours per Day or 40 hours in a normal week.

When the "manufacturer's rated capacity" falls between those shown in the Blue Book, the closest rated capacity will be used, without interpolation. All rates shall be agreed upon in writing before Work is begun. Payment will not be made for pickup trucks used solely for transportation.

In cases where the Equipment to be used is specialized in nature and is not available in Contractor's inventory and is rented or leased from an outside agency a 10 percent allowance will be added on the first \$5,000 plus 5 percent of the balance in excess of \$5,000 for overhead for all rented or leased Equipment paid for by invoices. Where the rate charged by the agency exceeds the rate determined by the Blue Book, the rental or lease agreement shall be submitted to the City for Approval. The Equipment operating costs from the Blue Book will be paid for rented or leased Equipment for each hour the Equipment was actually used.

In those cases where the required Equipment is in Contractor's or Subcontractor's available inventory but not on the Site, the Equipment may be rented from a local source. The City may Approve rental rates for Equipment obtained from local sources when such rates are within 10 percent of rates in the Blue Book. When the Equipment use is of short duration (less than a week) "move in" and "move out" costs for Equipment owned by Contractor or Subcontractors may be considered when comparing rental costs of Equipment obtained from local sources. This option will only be allowed when the cost of locally rented Equipment would be less than using owned Equipment, including "move in" and "move out" charges. Such rentals must be supported by a cost analysis indicating the method used was the least expensive. Should Equipment be rented even though it is of a type that is in Contractor's or Subcontractor's inventory and the rental costs exceed that allowed by this paragraph, Contractor will be reimbursed for such Equipment based on the rates in the Blue Book.

The rates paid as above provided shall be deemed to include compensation for the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance and all incidentals. Individual pieces of Equipment or tools not listed in the Blue Book and having an individual replacement value of \$1,000 or less, whether or not consumed by use, shall be

considered to be small tools. Equipment rental rates not provided by the Blue Book must be Approved by the City before the start of any Change Order Work.

Contractors will be paid an additional 20% for overhead and profit. Equipment operators will be paid for as stipulated in Section 13.

All Equipment shall be in good working condition and suitable for the purpose for which the Equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify Equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer of that Equipment.

The time to be paid for use of Equipment on the Site shall be the time the Equipment is in operation on the Force Account Change Order Work being performed. The time shall include the reasonable time required to move the Equipment to the location of the Force Account Change Order Work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid for if the Equipment is also used at the Site other than for Force Account Change Order Work. Loading and transporting costs will be allowed, in lieu of moving time, when the Equipment is moved by means other than its own power. No payment for loading and transporting will be made if the Equipment is also used at the Site other than for Force Account Change Order Work. Time will be computed in half and full hours. In computing the time for use of Equipment, less than 30 minutes shall be considered one-half hour.

#### **13.8.4. Permit Fees**

The Contractor will be reimbursed for the cost of any additional permit fees payable as the result of a change in the Work requiring additional permit fees. Back-up documentation supporting each cost item for this category shall be provided by the Contractor and Approved by the City prior to any payment authorization being granted.

Contractor will be paid an additional 5% for overhead and profit.

#### **13.8.5. Subcontracted Work**

For administration and all overhead costs in connection with Subcontract Work, the Contractor will receive an amount equal to 5% of the cost of the Subcontracted Work, notwithstanding the actual number of intervening Subcontractors, provided that the Contractor may allocate all or any part of such administration and overhead costs among intervening Subcontractors. This shall fully compensate the Contractor (and all Subcontractors) for administration, general superintendence, overhead, profit and expenses not otherwise recoverable with respect to Subcontracted Work. This shall not apply to: (i) Subcontracts with Affiliates; or (ii) Subcontracts with Suppliers.

#### **13.8.6. Overhead and Profit**

Items included in Overhead and Profit: Unless otherwise indicated in this Section 13, the overhead and profit and labor surcharges under this Section 13 are full and complete compensation for all indirect costs of the added or changed Work, as well as for profit thereon. The Contractor's overhead and profit percentages and labor surcharges under this Section 13 shall be considered to include, among other costs,



salary and expenses of executive officers, supervising officers or supervising employees, clerical employees, charges for minor Equipment, such as small tools, and other miscellaneous supplies and services, incidental job burdens, builder's risk, bonuses not otherwise covered, field, jobsite and general home office expenses of all types (including timekeepers, bookkeepers, and other general office help), supervisory expenses of all types (excluding only direct supervision of force account Work) and all other overhead, general condition and indirect costs and expenses, and profit. With respect to non-construction related labor costs, overhead is included as part of the labor surcharge calculated in accordance with Section 13 and includes accessories such as Computer-Assisted Drafting and Design (CADD) systems, computers, facsimile transmission machines, scanners, plotters, etc.

**Payment of Overhead and Profit:** The foregoing overhead and profit and labor surcharges will be paid to the Contractor only for Work it performs; in the case of Work that is Subcontracted, the additional payment for Subcontract administration will be allowed to the Contractor as described in Section 13 and all other overhead and profit and labor surcharges will be allowed to the Subcontractor who actually performs the Work.

**Materials and Equipment:** No overhead, profit or other surcharges will be paid to the Contractor for any Materials or Equipment furnished by the City.

**Credit Items:** Where the Contractor's or any Subcontractor's portion of a change involves credit items, or the proposed change is a net deductive change, the Contractor shall include all Contractor's and Subcontractor's overhead and profit in computing the value of the credit.

**Bond and Insurance Premiums:** If a change requires additional bond and/or insurance premiums, they will be paid for as a direct payment with no additional amount for overhead or profit. Proof of bond and insurance premium increases must accompany Change Orders.

### **13.8.7. Compliance with Federal Acquisition Regulation**

Reimbursable expenses shall be limited to and comply with the FARs. Expenses excluded by the FARs shall not be reimbursed. If FHWA asserts that any claimed reimbursable expenses are not reimbursable under FARs, the City will allow the Contractor the opportunity to respond to the City and defend the allowability of the expenses.

## **13.9. Differing Site Conditions**

### **13.9.1. Responsibilities of the City**

Upon the Contractor's fulfillment of all applicable requirements of Sections 5.3 and 13, and subject to the limitations contained therein, the City shall be responsible for, and agrees to issue Change Orders to: (i) compensate the Contractor for additional costs directly attributable to changes in the Work arising from Differing Site Conditions; and (ii) extend the Completion Deadlines as the result of any delay in the Critical Path affecting a Completion Deadline caused by any such conditions.

### 13.9.2. Burden of Proof

The Contractor shall bear the burden of proving that a Differing Site Condition exists and that it could not reasonably have worked around the Differing Site Condition so as to avoid additional cost. Each request for a Change Order relating to a Differing Site Condition shall be accompanied by a statement signed by a qualified professional setting forth all relevant assumptions made by the Contractor with respect to the condition of the Site, justifying the basis for such assumptions, explaining exactly how the existing conditions are eligible for a Change Order under the terms of this Book 1, and stating the efforts undertaken by the Contractor to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

## 13.10. Hazardous Substances Management

The Contract Price does not include remediation related to Hazardous Substances located on and around all existing Structures, including but not limited to lead and asbestos. The City shall be responsible for testing any Structure identified by the Contractor as part of the required ROW for hazardous materials. The Contractor shall be responsible for removal of any Structure identified by the Contractor within part of the required ROW.

The Contract Price does not include the cost of Activities to be performed by the Contractor for other Hazardous Substances management, except for identification that such Hazardous Substances are present, and except as caused by a Contractor-Related Entity as provided in Section 18.

### 13.10.1. Limitations on Change Orders

All Change Orders authorized by this Section shall be subject to the restrictions, limitations and procedures set forth in Section 13. Allowable costs shall be limited to the Incremental Costs associated with the fact that Hazardous Substances subject to Remediation Work compensable under Section 13.10 are present after identification that Hazardous Substances are present. The Contractor shall take all reasonable steps to minimize any such costs. In addition, compensation for Remediation Work compensable under Section 13.10 will not be allowed unless the Contractor demonstrates to the City's satisfaction that: (i) the Remediation Work could not have been avoided by reasonable design modifications or construction techniques; and (ii) the Contractor's plan for the Remediation Work represents the approach which is most beneficial to the Project and the public. The Contractor shall provide the City with such information, analyses and certificates as may be requested by the City in order to enable a determination regarding eligibility for payment.

### 13.11. Material Errors in Right of Way Drawings

Upon the Contractor's fulfillment of all applicable requirements of this Section 13, and subject to the limitations contained therein, the City shall be responsible for, and agrees to issue Change Orders: (i) to compensate the Contractor for additional costs directly attributable to material Errors in the Right of Way limits indicated in the existing ROW as surveyed; and (ii) to extend the Completion Deadlines as the result of any delay in the Critical Path affecting a Completion Deadline caused by any such Errors. The Contractor shall be responsible for any material Errors resulting in the final ROW Plans created for the purposes of this Person. The Contractor shall provide written Notice to the City immediately upon discovery of any such material Error. The City, in the City's sole discretion, shall have the right to cure any such Error such as by acquiring additional property.

### 13.12. Incentives

There are no incentives on this Project.

### 13.13. Waiver

THE CONTRACTOR HEREBY EXPRESSLY WAIVES ALL RIGHTS TO ASSERT ANY AND ALL CLAIMS BASED ON ANY CHANGE IN THE WORK, DELAY OR ACCELERATION (INCLUDING ANY CHANGE, DELAY, SUSPENSION OR ACCELERATION WHICH, BUT FOR THE EXPRESS TERMS OF THE CONTRACT DOCUMENTS, COULD BE INFERRED OR IMPLIED AT LAW) FOR WHICH THE CONTRACTOR FAILED TO PROVIDE PROPER AND TIMELY NOTICE OR FAILED TO PROVIDE A TIMELY CHANGE RCO, AND AGREES THAT THE CONTRACTOR SHALL BE ENTITLED TO NO COMPENSATION OR DAMAGES WHATSOEVER IN CONNECTION WITH THE WORK EXCEPT TO THE EXTENT THAT THE CONTRACT DOCUMENTS EXPRESSLY SPECIFY THAT THE CONTRACTOR IS ENTITLED TO A CHANGE ORDER OR OTHER COMPENSATION OR DAMAGES.

### 13.14. Disputes

If the City and the Contractor agree that a request to increase the Contract Price and/or extend any Completion Deadline by the Contractor has merit, but are unable to agree as to the amount of such price increase and/or time extension, the City agrees to mark up the Change Order request or Change Order form, as applicable, provided by the Contractor to reduce the amount of the price increase and/or time extension as deemed appropriate by the City. In such event, the City will execute and deliver the marked-up Change Order to the Contractor within a reasonable period, and thereafter will make payment and/or grant a time extension based on such marked-up Change Order. The failure of the City and the Contractor to agree to any Change Order under this Section 13 (including agreement as to the amount of compensation allowed under a Force Account Change Order and the Disputed amount of the increase in the Contract Price and/or extension of a Completion Deadline in connection with a Change Order as described above) shall be a Dispute to be resolved pursuant to Section 19. Except as otherwise specified in the Change Order, execution of a Change Order by both parties shall be deemed accord and satisfaction of all claims by the Contractor of any nature arising from or relating to the Work covered by the Change Order. The Contractor's

Claim and any award by the resolver of the Dispute shall be limited to the Incremental Costs incurred by the Contractor with respect to the Disputed matter (crediting the City for any corresponding reduction in the Contractor's other costs) and shall in no event exceed the amounts allowed by this Section 13 with respect thereto.

## **13.15. No Release or Waiver**

### **13.15.1. Extension of Time for Performance**

No extension of time granted hereunder shall release the Contractor's Surety from its obligations. The City shall not be deemed to have waived any rights under the Contract (including its right to abrogate the Contract for abandonment or for failure to complete within the time specified, or to impose and deduct damages as may be provided herein) as the result of any grant of an extension of time beyond the date fixed for the completion of any part of the Work, any acceptance of performance of any part of the Work after a Completion Deadline, or the making of any payments to the Contractor after such date.

### **13.15.2. No Change Order Based on Course of Conduct or Order by Unauthorized Person**

Neither course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the City has been unjustly enriched shall be the basis for any claim, request for additional compensation or extension of a Completion Deadline. Further, the Contractor shall undertake, at its risk, Work included in any request, order or other authorization issued by a Person in excess of that Person's authority as provided herein, or included in any oral request. The Contractor shall be deemed to have performed such Work as a volunteer and at its sole cost. In addition, the City may require the Contractor to remove or otherwise undo any such Work, at the Contractor's sole cost.



## 14. Suspension of Work

### 14.1. Suspension for Convenience

The City may, at any time and for any reason, by written Notice, order the Contractor to suspend all or any part of the Work required under the Contract Documents for the period of time that the City deems appropriate for the convenience of the City. The Contractor shall promptly comply with any such written suspension order. The Contractor shall promptly recommence the Work upon receipt of written Notice from the City directing the Contractor to resume Work. Suspensions related to seasonal or climatic conditions, or compensable events shall not be considered a City caused delay.

### 14.2. Suspension for Cause

The City has the authority by written order to suspend the Work without liability to the City wholly or in part for the Contractor's failure to:

- 1 Correct conditions unsafe for the Project personnel or general public.
- 2 Comply with any Governmental Approval, Legal Requirement, or otherwise carry out the requirements of the Contract.
- 3 Carry out orders of the City.
- 4 Comply with environmental requirements or requirements for developing and implementing the Quality Manual.

The Contractor shall promptly comply with any such written suspension order. The Contractor shall promptly recommence the Work upon receipt of written Notice from the City directing the Contractor to resume Work.

### 14.3. Contractor Responsibilities during Suspension

During periods that Work is suspended, the Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project and other facilities in the Project vicinity, provide for drainage, obtain and maintain compliance with all Governmental Approvals, maintain all Contractor-provided insurance and bonds and erect necessary Temporary Structures, signs or other facilities required to maintain the Project and other facilities in the Project vicinity. During any suspension period, unless otherwise directed by the City, the Contractor shall continue to be responsible for maintenance of traffic in accordance with the Maintenance of Traffic Plan and Section 17 of Book 2 and for maintenance during construction in accordance with Section 18 of Book 2. If the suspension is for the City's convenience, the additional Work performed by the Contractor during the suspension period shall be considered a City-Directed Change. The Contractor shall be entitled to payment, in accordance with Section 34.057, RSMo, for all Work performed in accordance with the terms of the order of suspension.

## 15. Termination for Convenience

### 15.1. Notice of Termination

The City may terminate the Contract and the performance of the Work by the Contractor in whole or, from time to time, in part, if the City determines, in its sole discretion that a termination is in the best public, State or national interest to do so. The City shall notify the Contractor of its decision to terminate by delivering to the Contractor a written Notice of Termination specifying the extent of termination and its effective date. Termination (or Partial Termination) of the Contract shall not relieve any Surety of its obligation for any claims arising out of the Work performed.

### 15.2. Contractor Responsibilities Upon Termination

After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall immediately proceed as follows, regardless of any delay in determining or adjusting any amounts due under this Section 15.

- 1 Stop Work as specified in the Notice.
- 2 Communicate such Notice to all affected Subcontractors and that their Subcontracts are not to be further performed unless otherwise authorized in writing by the City.
- 3 Place no further Subcontracts or orders for Materials, services or facilities, except as necessary to complete the continued portion of the Work, if any, or for mitigation of damages.
- 4 Terminate all Subcontracts to the extent that they relate to the Work terminated.
- 5 Assign to the City in the manner, at the times, and as and to the extent directed by the City, all of the right, title and interest of the Contractor under the Subcontracts so terminated, in which case the City will have the right, in its sole discretion, to accept performance, settle or pay any or all claims arising out of the termination of such Subcontracts.
- 6 Settle all outstanding liabilities and claims arising out of such termination of Subcontracts, with the Approval or ratification of the City, to the extent it may be required, which Approval or ratification shall be final.
- 7 Provide the City with an inventory list of all Materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, as well as any documentation or other property required to be delivered hereunder which is either in the process of development or previously completed but not yet delivered to the City, and such other information as the City may request; and transfer title and deliver to the City, in the manner, at the times, and as and to the extent, if any, directed by the City: (i) fabricated or unfabricated parts, the Work in process, completed Work, supplies and other material produced or acquired for the Work terminated; and (ii) the Design Documents, Construction Documents and all other completed or partially completed drawings (including plans,

elevations, sections, details and diagrams), specifications, records, samples, information and other property that would have been required to be furnished to the City if the Work had been completed.

- 8 Complete performance in accordance with the Contract Documents of all Work not terminated.
- 9 Take all action that may be reasonably necessary, or that the City may direct, for the safety, protection and preservation of: (i) the public, including public and private vehicular movement; (ii) the Work; and (iii) the Equipment, machinery, Materials and property related to the Contract Documents that is in the possession of the Contractor and in which the City has or may acquire an interest.
- 10 As authorized by the City in writing, use its best efforts to sell, in a manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in Section 15.2(7); provided, however, that the Contractor: (i) is not required to extend credit to any purchaser; and (ii) may acquire the property under the conditions prescribed and at prices Approved by the City. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the City under the Contract Documents or paid in any other manner directed by the City.
- 11 If requested by the City, withdraw from the portions of the Site designated by the City and remove such Materials, Equipment, tools and instruments used by, and any debris or waste Materials generated by, the Contractor and any Subcontractor in the performance of the Work as the City may direct.
- 12 Take other actions directed by the City.

### 15.3. Responsibility After Notice of Termination

The Contractor shall continue to be responsible for damage to Materials after issuance of the Notice of Termination, except as follows:

- 1 The Contractor's responsibility for damage to Materials for which partial payment has been made as provided herein shall terminate when the City certifies that those Materials have been stored in the manner and at the locations directed by the City.
- 2 The Contractor's responsibility for damage to Materials purchased by the City subsequent to the issuance of the Notice that the Contract is to be terminated shall terminate when title and delivery of those Materials has been taken by the City. Immediately after the City determines that the Contractor has completed the Work directed to be completed prior to termination and such other Work as may have been ordered to secure the Project for termination, the Contractor will not be required to provide for continuing safety, Security and maintenance at the Site. Subsequent to the determination that all Materials have been stored in the manner and at the locations directed by the City, further handling of such Materials shall be the responsibility of the City.

## 15.4. Negotiated Termination Settlement

### 15.4.1. Settlement Proposal

After receipt of a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the City in the form and with the certification prescribed by the City. The Contractor shall submit the proposal promptly, but no later than 60 Days from the effective date of termination, unless the Contractor has requested a time extension in writing within such 60-Day period and the City has agreed in writing to allow such an extension. The City will then review the Contractor's termination settlement proposal and will act upon it, return it with comments or reject it. If the Contractor fails to submit the proposal within the time allowed, the City may determine, on the basis of information available to it, the amount, if any, due the Contractor because of the termination and shall pay the Contractor the amount so determined.

### 15.4.2. Negotiated Settlement Amount

The Contractor and the City may agree, as provided in Section 15.4.1, upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or Partial Termination of Work pursuant to this Section 15. Such negotiated settlement may include a reasonable allowance for profit solely on Work, which has been completed as of the termination date and subsequently accepted by the City. Such agreed amount(s), exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Upon determination of the settlement amount the Contract will be amended accordingly, and the Contractor will be paid the agreed amount. Nothing in Section 15.5, prescribing the amount to be paid to the Contractor in the event that the Contractor and the City fail to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Section 15, shall be deemed to limit, restrict or otherwise determine or affect the amount(s) which may be agreed upon to be paid to the Contractor pursuant to this Section 15.4. Unless otherwise agreed to by the parties as a part of a negotiated settlement, the City's execution and delivery of any settlement agreement shall not affect any of its rights under the Contract Documents with respect to completed Work, relieve the Contractor from its obligations with respect thereto, including Warranties, or affect the City's rights under the Payment and Performance Bond and Payment as to such completed or non-terminated Work.

## 15.5. Determination of Settlement Amount if Negotiations Fail

If the Contractor and the City fail to agree, as provided in Section 15.4.2, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Section 15, the amount payable (exclusive of interest charges) shall be determined by the City in accordance with the following, but without duplication of any amounts agreed upon in accordance with Section 15.4:



### 15.5.1. Payment Amount

The City will pay the Contractor the sum of the following amounts for Work performed prior to the effective date of the Notice of Termination, as such amounts are determined by the City:

- 1 The Contractor's actual reasonable out-of-pocket cost (without profit and including Equipment costs only to the extent permitted by Section 13) for all Work performed, including mobilization, demobilization and Work done to secure the Project for termination, including reasonable overhead and accounting for any refunds payable with respect to insurance premiums, deposits or similar items, as established to the City's satisfaction. In determining the reasonable cost, deductions will be made for the cost of Materials to be retained by the Contractor, amounts realized by the sale of Materials and for other appropriate credits. Deductions will also be made for the cost of damaged Materials. When, in the opinion of the City, the cost of an item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that Work in compliance with the requirements of the Contract Documents and the excessive actual cost will be disallowed.
- 2 As profit on Clause 1 above, a sum determined by the City to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this Section 15.5.1 and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss.
- 3 The cost of settling and paying claims arising out of the termination of Work under Subcontracts as provided in Section 15.2(6), exclusive of the amounts paid or payable on account of supplies or Materials delivered or services furnished by the Subcontractor prior to the effective date of the Notice of Termination under the Contract, which amounts shall be included in the cost on account of which payment is made under clause 1 above.
- 4 The reasonable out-of-pocket cost (including reasonable overhead) of the preservation and protection of property incurred pursuant to Section 15.2(9) and any other reasonable out-of-pocket cost (including overhead) incidental to termination of Work under the Contract, including the reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City, and including a reasonable allowance for the Contractor's administrative costs in determining the amount due to the Contractor as the result of the termination of Work under the Contract.

### 15.5.2. Maximum Compensation

The Contractor acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the Work performed (determined as provided in

Section 15.5.1) plus its settlement costs, and that items such as lost or anticipated profit, unabsorbed overhead and opportunity costs shall not be recoverable by it upon termination of the Contract. However, the total amount to be paid to the Contractor, exclusive of costs described in Sections 15.5.1(3) and (4), may not exceed the total Contract Price less the amount of payments previously made and less the Contract Price of any Work not terminated. Furthermore, if any refund is payable with respect to insurance or bond premiums, deposits or similar items which were previously passed through to the City by the Contractor, such refund shall be paid directly to the City or otherwise credited to the City. Notwithstanding anything to the contrary contained herein, if a termination occurs prior to issuance of NTP2, the total amount payable to the Contractor shall in no event exceed the NTP1 Payment Cap (and previously made insurance or bond payments).

### 15.5.3. Excluded Items

Except for normal spoilage, and except to the extent that the City will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under Section 15.5.1, the fair value, as determined by the City, of Equipment, machinery, Materials and property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City, or to a buyer pursuant to Section 15.2(10). The amount set forth in the Proposal by the Contractor for the Work terminated shall be a factor to be analyzed in determining the value of the Work terminated.

### 15.5.4. Payment of Termination Amount

Upon determination of the amount of the termination payment, the Contract shall be amended to reflect the agreed termination payment, and the Contractor shall be paid the agreed amount.

## 15.6. Partial Termination

If a termination hereunder is partial, the Contract Price for the remainder of the Work shall be adjusted as appropriate to account for the change in the overall scope of the Project.

## 15.7. Reduction in Amount of Claim

The amount otherwise due the Contractor under this Section 15 shall be reduced by:

(i) all unliquidated advance or other payments made to or on behalf of the Contractor applicable to the terminated portion of the Contract; (ii) the amount of any claim which the City may have against any Contractor-Related Entity in connection with the Contract; (iii) the agreed price for, or the proceeds of the sale of, any property, Materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of this Section 15, and not otherwise recovered by or credited to the City; (iv) amounts that the City deems advisable, in its sole discretion, to retain to cover any existing or threatened claims, Liens and stop Notices relating to the Project, including claims by Utility Owners; (v) the cost of repairing any Nonconforming Work, and (vi) any amounts due or payable by the Contractor to the City.

## 15.8. Partial Payments

The City may, from time to time, under such terms and conditions as it may prescribe and in its sole discretion, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract, whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled under this Section 15. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Section 15, such excess shall be payable by the Contractor to the City upon demand together with interest at a rate equal to the average rate at the time being received from the investment of City funds, as determined by the Director of Public Works or his designee, for the period from the date such excess payment is received by Contractor to the date on which such excess is repaid to the City. However, no interest will be charged with respect to any such excess payment attributable to a reduction in Contractor's claim by reason of retention or other disposition of termination inventory until ten Days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

## 15.9. Inclusion in Subcontracts

The Contractor shall insert in all Subcontracts a requirement that the Subcontractor shall stop Work on the date and to the extent specified in a Notice of Termination from the City in accordance with this Section 15, and shall require Subcontractors to insert the same provision in each Subcontract at all tiers.

## 15.10. Limitation on Payments to Subcontractor

For the purposes of Sections 15.4.2 and 15.5, upon termination under Section 15.2(4) of Work under any Subcontract, the Contractor will not be entitled to reimbursement for that portion of the termination settlement with any such Subcontractor which constitutes anticipatory or unearned profit on Work not performed, or which constitutes consequential damages on account of the termination or partial termination.

## 15.11. No Unearned Profit or Consequential Damages

Under no circumstances shall the Contractor be entitled to anticipatory or unearned profit or consequential or other damages as a result of a termination or Partial Termination under this Section 15. The payment to the Contractor determined in accordance with this Section 15.2 constitutes the Contractor's sole and exclusive remedy for a termination under this Section 15.

## 15.12. No Waiver

Anything contained in the Contract to the contrary notwithstanding, a termination under this Section 15 shall not waive any right or claim to damages, which the City may have, and the City may pursue any cause of action, which it may have at law or in equity or under the Contract.

## 15.13. Dispute Resolution

The failure of the parties to agree on amounts due under this Section 15 shall be a

Dispute to be resolved in accordance with Section 19.

#### 15.14. Allowability of Costs

All costs claimed by the Contractor under this Section 15 shall, at a minimum, be allowable, allocable and reasonable in accordance with the cost principles and procedures of 48 CFR Part 31.

#### 15.15. Suspension of Work

In the event of any suspension of Work by the City, after issuance of NTP1, for more than 180 consecutive Days, the Contractor shall have the right to consider the Contract to have been terminated for convenience under this Section 15. The Contractor shall notify the City of such election by delivering to the City a written Notice of Termination due to such suspension specifying its effective date. Upon delivery by the Contractor to the City of a Notice of Termination due to suspension, the provisions of this Section 15 shall apply.



## 16. Default

### 16.1. Default by Contractor

#### 16.1.1. Events of Default

The Contractor shall be in breach under the Contract upon the occurrence of any one or more of the following events or conditions:

- 1 The Contractor fails to promptly begin the Work under the Contract Documents following issuance of NTP1.
- 2 The Contractor fails to perform the Work with sufficient resources to ensure the prompt completion thereof; (i.e., the Contractor fails to execute remedial action in accordance with the Quality Manual and Book 2, Section 3).
- 3 The Contractor fails to perform the Work in accordance with the Contract Documents, refuses to remove and replace rejected Materials or Nonconforming or unacceptable Work, or fails to remove and replace workers as directed by the City under Section 7.10.
- 4 The Contractor discontinues or suspends the prosecution of the Work (exclusive of Work stoppage due to: (i) termination by the City; (ii) an excusable delay pursuant to 12.1(g); or (iii) nonpayment by the City not related to a breach by the Contractor).
- 5 The Contractor fails to resume performance of Work, which has been suspended or stopped, within a reasonable time after receipt of Notice from the City to do so or (if applicable) after cessation of the event preventing performance.
- 6 The Contractor breaches any other agreement, representation or Warranty contained in the Contract Documents, or the Contractor fails to perform any other obligation under the Contract Documents, including EEO and DBE requirements.
- 7 The Contractor fails to provide and maintain the required insurance and payment and Performance Bond.
- 8 The Contractor assigns or transfers the Contract Documents or any right or interest therein, except as expressly permitted under Section 24.4.2.
- 9 The Contractor fails, absent a valid Dispute, to make payment when due for labor, Equipment or Materials in accordance with its agreements with Subcontractors and applicable law, fails to comply with any Legal Requirement or Governmental Approval; or fails reasonably to comply with the instructions of the City consistent with the Contract Documents.
- 10 The Contractor fails to discharge or obtain a stay within ten Days of any final judgment(s) or order for the payment of money against it in excess of \$100,000 in the aggregate arising out of the prosecution of the Work (provided that, for purposes hereof, posting of a bond in the amount of 125 percent of such judgment or order shall be deemed an effective stay).

- 11 The Contractor shall have become insolvent, generally does not pay its debts as they become due, admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors.
- 12 Insolvency, receivership, reorganization or bankruptcy proceedings shall have been commenced by or against the Contractor and not dismissed within 60 Days.
- 13 Any representation or Warranty made by the Contractor in the Contract Documents or in any certificate, schedule, instrument or other document delivered pursuant to the Contract Documents shall have been false or materially misleading when made.
- 14 The Contractor is a party to fraud.

#### 16.1.2. Right to Cure

The City agrees to allow the Contractor and Surety ten (10) Days of Notice and opportunity to cure any breach before declaring an Event of Default, provided that no such Notice and opportunity to cure is required for any breach, which by its nature cannot be cured. If a breach is curable but by its nature cannot be cured within 10 Days, as determined by the City, the City agrees not to declare an Event of Default provided that the Contractor commences such cure within such 10-Day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event will such cure period exceed 60 Days in total. The Contractor hereby acknowledges and agrees that the events described in Sections 16.1.1(13) and (14) are not curable. Notwithstanding the foregoing, if the City believes a condition affecting the Project poses an immediate and imminent danger to public health or safety, the City may, without Notice and without awaiting lapse of any cure period, rectify the condition at the Contractor's cost, and so long as the City undertakes such action in good faith, even if under a mistaken belief in the occurrence of such default, such action shall not expose the City to liability to the Contractor and shall not entitle the Contractor to any other remedy, it being acknowledged that the City has a paramount public interest in providing and maintaining safe public use of and access to the Project. The City's good faith determination of the existence of such danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary.

### 16.2. Remedies

#### 16.2.1. Rights of the City

If an Event of Default occurs, then, in addition to all other rights and remedies provided by law or equity or available under the Contract or otherwise, including the rights to recover Liquidated Damages and to seek recourse against the Surety bonds required hereby and/or other performance Security, the City shall have the following rights and remedies, without further Notice, and without prejudice to any of its other rights or remedies and without waiving or releasing the Contractor from any obligations, and the Contractor shall have the following obligations (as applicable):

- 1 The City may order the Contractor to suspend or discontinue the Work or any portion of the Work.
- 2 The City may terminate the Contract or a portion thereof, in which case, the provisions of Sections 15.2 and 15.3 shall apply.
- 3 If and as directed by the City, the Contractor shall withdraw from the Site; and shall remove such Materials, Equipment, tools and instruments used by, and any debris or waste Materials generated by, any Contractor- Related Entity in the performance of the Work.
- 4 The Contractor shall deliver to the City possession of any or all facilities of the Contractor located on the Site as well as any or all Design Documents, Construction Documents and all other completed or partially completed drawings (including plans, elevations, details and diagrams), specifications, records, information, schedules, samples, Shop Drawings and other documents, that the City deems necessary for completion of the Work.
- 5 The Contractor shall confirm the assignment to the City of the Subcontracts requested by the City, and the Contractor shall terminate, at its cost, all other Subcontracts.
- 6 The City may deduct from any amounts payable by the City to the Contractor such amounts payable by the Contractor to the City, including Liquidated Damages or other damages payable to the City under the Contract Documents.
- 7 The City, without incurring any liability to the Contractor, shall have the rights to: (i) take the performance of all or a portion of the Work from the Contractor (either with or without the use of the Contractor's Materials, Equipment, tools and instruments) and enter into an agreement with another Person for the completion of such Work; or (ii) use such other methods, as in the opinion of the City, will be required for the completion of the Project.
- 8 If the City exercises any right to perform any obligations of the Contractor, in the exercise of such right the City may, but is not obligated to, among other things: (i) perform or attempt to perform, or cause to be performed, such Work; (ii) spend such sums as the City deems necessary and reasonable to employ and pay such architects, Engineers, consultants and contractors and obtain Materials and Equipment as may be required for the purpose of completing such Work; (iii) execute all applications, certificates and other documents as may be required for completing the Work; (iv) modify or terminate any contractual arrangements; (v) take any and all other actions which it may in its sole discretion consider necessary to complete the Work; and (vi) prosecute and defend any action or proceeding incident to the Work.

### 16.2.2. Liability of Contractor

If an Event of Default has occurred, the Contractor and Surety shall be jointly and severally liable to the City (in addition to any other damages under the Contract Documents other than those costs intended to be covered by Liquidated Damages payable hereunder) for all costs reasonably incurred by the City or any party acting on the City's behalf in completing the Work or having the Work completed by another Person (including any re-procurement costs, throw away costs for unused portions of the completed Work and increased financing costs). Upon the occurrence of an Event of Default, the City shall be entitled to withhold all or any portion of further payments to the Contractor until such time as the City is able to determine how much (if any) remains owing to the Contractor. Promptly upon such determination, the City shall notify the Contractor in writing of the amount, if any, that the Contractor shall pay the City or that the City shall pay the Contractor with respect thereto. All costs and charges incurred by the City, including attorneys', accountants' and expert witness fees and costs, together with the cost of completing the Work under the Contract Documents, will be deducted from any moneys due or which may become due to the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and its Surety(ies) shall be liable and shall pay to the City the amount of such excess.

It is recognized that if a default under Sections 16.1.1(11) or (12) occurs, such event could impair or frustrate the Contractor's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, the City shall be entitled to request of the Contractor, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten Days of delivery of the request shall entitle the City to terminate the Contract and to the accompanying rights set forth above. Pending receipt of adequate assurance of performance and actual performance in accordance therewith, the City shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be credited against and deducted from the City's payment obligations hereunder. The foregoing shall be in addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under the Contract and Payment and Performance Bond.

In lieu of the provisions of this Section 16.2 for terminating the Contract and completing the Work, the City may pay the Contractor for the parts already done according to the provisions of the Contract Documents and may treat the parts remaining undone as if they had never been included or contemplated by the Contract. No claim under this provision will be allowed the Contractor for prospective profit on, or any other compensation relating to, Work uncompleted by the Contractor.

If the Contract is terminated for grounds, which are later determined not to justify a termination for default, such termination shall be deemed to constitute a termination for convenience pursuant to Section 15.

If the City suffers damages as a result of the Contractor's breach or failure to perform an obligation under the Contract Documents, then the City shall be entitled to recovery of such damages from the Contractor regardless of whether the breach or failure that gives rise to the damages ripens into an Event of Default.

The exercise or beginning of the exercise by the City of any one or more rights or



remedies under this Section 16.2 shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies, each of which shall be cumulative.

The Contractor and Surety shall not be relieved of liability for continuing Liquidated Damages on account of a default by the Contractor hereunder or by the City's declaration of an Event of Default, or by actions taken by the City under this Section 16.2.

### 16.3. Right to Stop Work if Undisputed Payment is Not Made

The Contractor shall have the right to stop Work if the City fails to make an undisputed payment due hereunder within seven Days after receipt of Notice of nonpayment. Any such Work stoppage shall be considered a suspension under Section 14.1. The Contractor shall not have the right to terminate the Contract for default as the result of any failure by the City to make an undisputed payment due hereunder, but the Contractor shall have the right to declare a termination for convenience under Section 15 upon meeting the requirements of Section 15.15.

### 16.4. Notice and Opportunity to Cure Other Types of City Breaches

In the event of any breach of the Contract by the City other than a failure to make payments to the Contractor, the Contractor shall provide to the City a written Notice describing the breach and the opportunity to cure such breach. The City shall be entitled to 30 Days of Notice and opportunity to cure any such breach; provided that if such breach is capable of cure but by its nature cannot be cured within 30 Days, the City shall have such additional period of time as may be reasonably necessary to cure the breach so long as the City commences such cure within such 30-Day period, and thereafter diligently prosecutes such cure to completion. The Contractor shall have no right to exercise any remedies to which it may be entitled at law or in equity until the foregoing Notice is delivered and the foregoing cure period lapses without cure of the breach.

## 17. Damages

### 17.1. Liquidated Damages

#### 17.1.1. Failure to Meet Contract Requirements

The Contractor understands and agrees that if the Contractor fails to complete the Work in accordance with the Contract Documents, the City will suffer substantial losses and damages. The Contractor agrees that it shall be liable for all such losses and damages. The Contractor acknowledges and agrees that because of the unique nature of the Project, the fact that it is an essential part of the system and the fact that inconvenience to the traveling public will be one of the significant impacts of any completion delay, certain closure duration delays or failure to obtain access, it is impracticable and extremely difficult to ascertain and determine the actual damages which would accrue to the City and the public in the event of the Contractor's failure to achieve Long Term Lane Closure Duration Deadlines, Location Completion Deadlines, and Project Completion Deadline or Final Acceptance by the applicable Completion Deadlines, or to obtain necessary rights of access to encroach upon private property. Therefore, the Contractor and the City have agreed to stipulate the amount payable by the Contractor in the event of its failure to meet a Completion Deadline, Short Term Lane Closure Deadline or Long-Term Closure Deadlines. The Contractor acknowledges and agrees that such Liquidated Damages are intended to compensate the City solely for the Contractor's failure to meet these Contract Document requirements and shall not excuse the Contractor from liability from any other breach of Contract requirements, including any failure of the Work to conform to applicable requirements.

If the Contractor fails to achieve Location Completion(s), lane closure deadlines, Project Completion by the applicable Completion Deadline, or fails to comply with the requirements of Appendix C, Appendix D, Appendix E, Appendix F, the Contractor agrees to pay the City Liquidated Damages in the amounts listed in Appendix H, Table H1.

#### 17.1.2. Multiple Assessments of Liquidated Damages

If the Contractor sustains Liquidated Damages under more than one subsection under Section 17.1.1 for the same delay event, only the greater amount of Liquidated Damages under the above subsections will be assessed.

#### 17.1.3. Reasonableness of Liquidated Damage Amounts

The Contractor acknowledges and agrees that the foregoing damages have been set based on an evaluation by the City of damages, which it will incur in each of the above events, including additional interest expense as well as administrative costs. The Contractor and the City agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and the parties have agreed to such Liquidated Damages in order to fix the Contractor's costs and to avoid later Disputes over which items are properly chargeable to the Contractor. The Contractor understands and agrees that any Liquidated Damages payable in accordance with this Section 17.1 are in the nature of liquidated damages and not a penalty and such sums

are reasonable under the circumstances existing as of the date of execution and delivery of the Contract. The Contractor further acknowledges and agrees that Liquidated Damages may be owed even though no Event of Default has occurred.

## 17.2. Offset; Waiver

### 17.2.1. Offset

The City shall have the right to deduct any amount owed by the Contractor to the City hereunder from any amounts owed by the City to the Contractor under this Contract.

### 17.2.2. No Waiver

Permitting or requiring the Contractor to continue and finish the Work or any part thereof after a Completion Deadline shall not act as a waiver of the City's right to receive Liquidated Damages hereunder or any rights or remedies otherwise available to the City.

## 17.3. Payment of Liquidated Damages

To the extent Liquidated Damages are not deducted from any amount owed to the City by the Contractor, the City may send Contractor an invoice and the Liquidated Damages shall be payable by the Contractor to the City within ten Days after the Contractor's receipt of the invoice therefore.

## 18. Indemnification

### 18.1. Indemnifications by Contractor

#### 18.1.1. General Indemnities

Subject to Section 18.1.3, the Contractor shall release, defend, indemnify and hold harmless the City and its agents, consultants, and their respective successors and assigns and their respective shareholders, officers, directors, agents and employees (collectively referred to as the “Indemnified Parties”) from and against any and all third party claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, penalties, fines, damages, losses, liabilities, costs and expenses, including any injury to or death of Persons or damage to or loss of property (including damage to Utility facilities), and including attorneys’, accountants’ and expert witness fees and costs, arising out of, relating to or resulting from:

- 1 The breach or alleged breach of the Contract by any Contractor-Related Entity.
- 2 The failure or alleged failure by any Contractor-Related Entity to comply with any applicable Environmental Laws or other Legal Requirements (including Legal Requirements regarding handling, generation, treatment, storage, transportation and disposal of Hazardous Substances) or Governmental Approvals in performing the Work.
- 3 Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Work, or arising out of any use in connection with the Project of methods, processes, designs, information or other items furnished or communicated to the City or another Indemnified Party pursuant to the Contract; provided that this indemnity shall not apply to any infringement resulting from the City’s failure to comply with specific written instructions regarding use provided to the City by the Contractor.
- 4 The alleged negligent act or omission or willful misconduct of any Contractor-Related Entity or breach of Contract claim by any Contractor-Related Entity.
- 5 Any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or applicable sales tax, or the use of any property or income of the Contractor or any of its Subcontractors or any of their respective agents, officers or employees with respect to any payment for the Work made to or earned by any Contractor-Related Entity.
- 6 Any and all stop Notices and/or Liens filed in connection with the Work, including all expenses and attorneys’, accountants’ and expert witness fees and costs incurred in discharging any stop Notice or Lien, provided that the City is not in default in payments owed to the Contractor with respect to such Work.
- 7 Any spill or release or threatened spill or release of Hazardous Substances:



(i) attributable to the negligence, willful misconduct or breach of contract by any Contractor-Related Entity; or (ii) that was brought onto the Site by any Contractor-Related Entity.

- 8 The claim or assertion by any contractor of inconvenience, disruption, delay or loss caused by interference by any Contractor-Related Entity with or hindering the progress or completion of Work being performed by other contractors as described in Section 23.1, or failure of any Contractor-Related Entity to cooperate reasonably with other contractors in accordance therewith.

#### **18.1.2. Design Defects**

Subject to Section 18.1.3, the Contractor shall release, defend, indemnify and hold harmless the Indemnified Parties from and against any and all third party claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, penalties, fines, damages, losses, liabilities, costs and expenses, including any injury to or death of Persons or damage to or loss of property (including damage to Utility facilities), and including attorneys', accountants' and expert witness fees and costs, to the extent arising out of, relating to or resulting from Errors in the Design Documents, regardless of whether such Errors were also included in the basic configuration or Informational Documents. The Contractor agrees that, because the basic configuration and Informational Documents are subject to review and modification by the Contractor, it is appropriate for the Contractor to assume liability for Errors in the completed Project even though they may be related to Errors in the basic configuration or Informational Documents.

#### **18.1.3. Losses Due to Negligence of Indemnified Parties**

The Contractor's indemnity obligations under Sections 18.1.1 and 18.1.2 shall not extend to any loss, damage or cost to the extent that such loss, damage or cost was caused by the negligence or willful misconduct of such Indemnified Party or its agents, servants or independent contractors who are directly responsible to such Indemnified Party.

#### **18.1.4. Claims by Employees**

In claims by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 18.1 shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation, disability benefit or other employee benefits laws.

#### **18.1.5. Reliance on Contractor's Performance**

The Contractor hereby acknowledges and agrees that it is the Contractor's obligation to cause the Project to be designed and to construct the Project in accordance with the Contract Documents and that the Indemnified Parties are fully entitled to rely on the Contractor's performance of such obligation. The Contractor further agrees that any review, acceptance and/or approval by the City and/or others hereunder shall not relieve the Contractor of any of its obligations under the Contract Documents or in any

way diminish its liability for performance of such obligations or its obligations to provide indemnities hereunder.

#### **18.1.6. Indemnities in Connection with Utilities**

The Contractor is advised that each MUA contains provisions for the Contractor to indemnify, save and hold harmless the Utility Owner, its employees and agents with respect to certain matters. The Contractor hereby agrees to and shall perform and comply with such provisions of the MUAs for the benefit of the Utility Owners, their employees and agents.

The Contractor is also advised that the MUAs may include certain agreements by the City to indemnify, defend and hold harmless the Utility Owners with respect to certain matters. The Contractor's obligation under this Section 18.1 shall automatically apply to require it to release, indemnify, defend and hold harmless the Utility Owners, in addition to the Indemnified Parties, with respect to all such matters.

### **18.2. Responsibility of the City for Certain Hazardous Substances**

#### **18.2.1. Pre-Existing Site Contamination**

It is recognized that the City may assert that certain third Persons or parties may rightfully bear the ultimate legal responsibility for any and all Hazardous Substances, which may currently be present on the Site. It is further recognized that certain State and federal statutes provide that individuals and firms may be held liable for damages and claims related to Hazardous Substances under such doctrines as joint and several liability and/or strict liability. It is not the intention of the parties that the Contractor be exposed to any such liability arising solely out of: (i) pre-existing Site contamination, whether known or unknown, except as otherwise provided in Section 18.1.1(7); (ii) the non-negligent performance by the Contractor, its employees, agents, officers or Subcontractors or any other Persons for whom the Contractor may be contractually or legally responsible, in the handling of such Hazardous Substances; and/or (iii) the activities of any Persons not described in (ii) above, including the City.

Accordingly, for the purposes of the Contract only, the City shall reimburse the Contractor for Remediation Work (through payment of the Contract Price, as it may be increased by Change Order pursuant to Section 13), and will be responsible for, any and all claims, damages, losses, liabilities, costs and expenses, arising out of, or in connection with, bodily injury (including death) to Persons, damage to property or environmental Removal or response costs arising out of the presence, release or threatened release of Hazardous Substances on or from the Site, irrespective of whether such substances were generated or introduced on the Site before or after execution of the Contract and irrespective of whether the City was aware of, or directly involved in, the generation or introduction of such Materials, but specifically excluding from any obligation of responsibility for those conditions for which the Contractor has agreed to be responsible as described in Section 18.1.1(7).

### 18.2.2. Generator Number for Hazardous Waste Remediation

Except for Hazardous Substances for which the Contractor is responsible as described in Section 18.1.1(7), without contradiction of any assertion by the City of third-party liability, and for purposes of the Contract only:

- 1 The Contractor shall not be required to execute any hazardous waste manifests as a "generator."
- 2 Hazardous Substances encountered in the performance of the Work shall be disposed of, if at all, utilizing an EPA Identification Number or other appropriate legal device obtained by and carried in the name of the City or another Person designated by the City.

### 18.3. No Effect on Other Rights

The foregoing obligations shall not be construed to negate, abridge or reduce other rights or obligations, which would otherwise exist in favor of a party hereunder.

### 18.4. Comprehensive Environmental Response, Compensation, and Liability Act Agreement

Without limiting their generality, the indemnities set forth in Section 18.1.1(7) are not intended to operate contrary to the requirements or violate Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9607(e).

## 19. Partnering, Claims for Adjustment and Disputes

### 19.1. Partnering

The City and the Contractor, its Subcontractors and other Stakeholders where appropriate agree to utilize a formal partnering process on this Project. The partnering relationship will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives include effective and efficient Project performance and completion on schedule, within budget and in accordance with the Contract Documents.

The City anticipates a partnering effort involving the executive management, Project Management, Project staff and all others associated with the Project. The partnering facilitation will be the responsibility of the Project Director and the Contractor's designee, or through an agreed upon third party.

Any costs associated with effectuating partnering will be agreed by both parties. Any costs incurred by the City will be paid by the City. Any costs incurred by the Contractor will be paid by the Contractor. Any costs associated with the Partnering facilitation process will be outside of the Contract Price. The Contractor shall not include their portion of partnering costs in the Work Breakdown Structure.

It is the intent of the parties that the Dispute resolution provisions contained in this Section 19 shall apply only in the event that the normal City-Contractor issue resolution efforts through partnering are not successful. The Contractor and the City shall establish a dispute resolution process prior to NTP2. It is encouraged that all Disputes are solved at the lowest level possible. Any alternative Dispute resolution shall be mutually agreed upon between the parties only if the established process is unable resolve a Dispute. The Dispute resolution provisions set forth in Section 19.2 shall apply to all Disputes arising out of the Work that are not resolved by the parties through the partnering process, except as expressly provided to the contrary in the Contract Documents.

### 19.2. Dispute Resolution; General Provisions

All Disputes between the Contractor and the City that have not been resolved by the parties through the partnering process shall be resolved in accordance with Section 100 of the latest edition of the *Missouri Standard Specifications for Highway Construction*.



## 20. Acceptance of Project

### 20.1. Location Completion

As a pre-requisite to Location Completion, the Contractor shall provide written Notice to the City when all of the following have occurred with respect to a Location:

- 1 City and the Contractor have agreed upon a Punch List and the timing for completing each Punch List item for Location Completion and which items can be deferred until Project Completion or Final Acceptance.
- 2 The Contractor has completed all Work in connection with Location Completion (except for Punch List items, final cleanup and other items only included in the requirements for Project Completion or Final Acceptance).
- 3 The Contractor has ensured that the Work completed in connection with Location Completion has been performed in accordance with the requirements of the Contract Documents.
- 4 The Contractor has ensured that the Location may be operated safely without injury to any Person or damage to the Project or any other property on or off the Site.
- 5 The Contractor has certified that the Location is ready to be opened for public traffic and that no further Work is required which would involve any lane or Shoulder closure.
- 6 The Contractor has furnished to the City certifications from the Contractor's Construction Quality Manager, in form and substance satisfactory to the City, certifying that there are no outstanding Nonconforming Work or Punch List items, identified by the Contractor or the City, as prerequisites to Location Completion.
- 7 The Contractor has obtained all applicable Utility Owner approvals relating to the Work.

### 20.2. Notice of Partial Acceptance

Upon receipt of the Contractor's Notice under Section 20.1, the City will Verify that:

- 1 All Nonconforming Work identified as prerequisites to completion of a Location has been corrected.
- 2 All Punch List items identified as prerequisites to completion of a Location have been completed.
- 3 All other requirements identified Section 20.1 as prerequisites to completion of a Location have been met.

If any Work does not meet the requirements of the Contract Documents or Work has not been completed, the City will promptly advise the Contractor as to Nonconforming Work or incomplete Work necessary to be corrected as a condition to Location Completion (excluding items identified for Project Completion or Final Acceptance). Upon correction of the Nonconforming Work (including incomplete Work), the Contractor shall provide written notification to the City and the City will Verify that all

prerequisites to Location Completion have been met and will issue a Notice of Partial Acceptance.

## 20.3. Project Completion

As a pre-requisite to Project Completion, the Contractor shall provide written Notice to the City when all of the following have occurred with respect to the Project:

- 1 City and the Contractor have agreed upon a Punch List for Project Completion and Final Acceptance, as appropriate.
- 2 The Contractor has completed all Work (except for Punch List items, final cleanup and other items only included in the requirements for Final Acceptance).
- 3 The Contractor has ensured that the Work in connection with Project Completion has been performed in accordance with the requirements of the Contract Documents.
- 4 The Contractor has ensured that the Project may be operated safely without injury to any Person or damage to the Project or any other property on or off the Site.
- 5 The Contractor has ensured that the Project is ready to be opened for traffic and that no further Work is required which would involve any lane or Shoulder closure.
- 6 The Contractor has received all applicable Governmental Approvals required for the Project.
- 7 The Contractor has furnished to the City certifications from the Contractor's Design Manager, in form and substance satisfactory to the City, certifying that the Design Documents meet the requirements of the Contract Documents.
- 8 The Contractor has furnished to the City certifications from the Contractor's Project Manager, in form and substance satisfactory to the City, certifying that the construction meets the requirements of the Contract Documents.
- 9 The Contractor has furnished to the City certifications from the Contractor's Construction Quality Manager, in form and substance satisfactory to the City, certifying that there are no outstanding Nonconforming Work or Punch List items, identified by the Contractor or the City, as prerequisites to Project Completion.
- 10 The Contractor has obtained all applicable third-party approvals relating to the Work (including Utility Owners as required under any applicable MUAs and Section 7 of Book 2), and all third parties have completed all Work that involves obligations by the Contractor (including Utility Owners under any applicable MUAs and Section 7 of Book 2).
- 11 The Contractor has furnished to the City documentation that the Contractor met the goals set forth for DBE utilization, OJT involvement, and Workforce Diversity or evidence of a good faith effort to meet those goals.

## 20.4. Notice of Project Completion

Upon receipt of the Contractor's Notice under Section 20.3, the City will Verify that:

- 1 All Nonconforming Work identified as prerequisites to completion of the Project has been corrected.
- 2 All Punch List items identified as prerequisites to completion of the Project have been completed.
- 3 All other requirements identified as prerequisites to completion of the Project have been met.

If any Work does not meet the requirements of the Contract Documents or Work has not been completed, the City will promptly advise the Contractor as to Nonconforming Work or incomplete Work necessary to be corrected as a condition to Project Completion. Upon correction of the Nonconforming Work (excluding Punch List items identified for Final Acceptance), the Contractor shall provide written notification to the City and the City will Verify that all prerequisites to Project Completion have been met and will issue a Notice of Project Completion.

## 20.5. Affidavit of Final Completion

The Contractor shall provide to the City an executed sworn Affidavit of Final Completion in accordance with this Section 20.5 when all of the following have occurred:

- 1 The City has received all Released for Construction Documents, Design Documents, As-Built Documents, ROW record maps, surveys, Test data, and other deliverables required under the Contract Documents for the Location or Project, whichever is applicable. The Contractor has furnished to the City alignment points as part of the As-Built Documents.
- 2 All special tools, Equipment, furnishings, and supplies purchased by and/or used by the Contractor, as provided in the Contract Documents, have been delivered to the City free and clear of Liens.
- 3 All of the Contractor's and Subcontractors' personnel, supplies, Equipment, waste Materials, rubbish, and temporary facilities have been removed from the Site, the Contractor has restored and repaired all damage or injury arising from such Removal to the satisfaction of the City and the Site is in good working order and condition.
- 4 The Contractor has furnished to the City certifications from the Contractor's Construction Quality Manager, in form and substance satisfactory to the City, certifying that there are no outstanding Nonconforming Work or Punch List items.
- 5 The Contractor has furnished the Contractor's Materials and Inspection Summary to the City.
- 6 The Contractor has delivered to the City a Notice of completion for the Project in recordable form and meeting all statutory requirements.
- 7 All of the Contractor's other obligations under the Contract Documents (other

than obligations which by their nature are required to be performed after Final Acceptance as determined by the City) have been satisfied in full or waived in writing by the City.

The Affidavit of Final Completion shall include the following statement:

To the best of the Contractor's knowledge and belief, the Work under the Contract has been completed in strict accordance with the Contract Documents, no lawful debts for labor or materials are outstanding and no federal excise tax has been included in the Contract Price; all requests for funds for undisputed work under the Contract, including changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and no additional compensation over and above the final payment will be requested or is due under the Contract or under any adjustment issued thereunder for said undisputed work; there are no outstanding claims, Liens or stop notices relating to the Project, including claims by Utility Owners; there is no existing default by the Contractor under any Utility Agreement, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or event of default under any Utility Agreement; and upon receipt of final payment, the Contractor and Subcontractors acknowledge that the City and any and all employees of the City and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under the Contract.

If the Contractor is unable to provide the affidavit in the above form, the affidavit shall certify that all such outstanding matters are set forth in an attached list which shall describe the outstanding matters in such detail as may be requested by the City. The affidavit shall include a representation of the Contractor that it is diligently and in good faith contesting all such matters by appropriate legal proceedings and shall provide a status report regarding the same including an estimate of the maximum payable with respect to each such matter.

## 20.6. Notice of Final Acceptance

Upon the City's receipt of the Affidavit of Final Completion, the City will Verify that:

- 1 All Nonconforming Work has been corrected (other than obligations which by their nature are required to be performed after Final Acceptance as determined by the City).
- 2 All Punch List items have been completed (other than obligations which by their nature are required to be performed after Final Acceptance as determined by the City).
- 3 All other requirements identified as prerequisites to Final Acceptance have been met.

If any Work does not meet the requirements of the Contract Documents or Work has not been completed, the City will promptly advise the Contractor as to Nonconforming Work or incomplete Work necessary to be corrected as a condition to Final Acceptance. Upon correction of the Nonconforming Work (including incomplete Work), the Contractor shall provide written notification to the City and the City will Verify that all prerequisites to Final Acceptance have been met and will issue a Notice of Final Acceptance.



## 20.7. Overpayments; No Relief from Continuing Obligations

Final Acceptance will not prevent the City from correcting any measurement, estimate or certificate made before or after completion of the Work, or from recovering from the Contractor, the Surety(ies) or both, the amount of any overpayment sustained due to failure of the Contractor to fulfill the obligations under the Contract. A waiver on the part of the City of any breach by the Contractor shall not be held to be a waiver of any other or subsequent breach. Final Acceptance shall not relieve the Contractor from any of its continuing obligations hereunder, or constitute any assumption of liability by the City.

## 20.8. Opening of Locations to Traffic

### 20.8.1. No Waiver

Opening of portions of the Project prior to Partial Acceptance or Final Acceptance does not constitute Acceptance of the Work or a waiver of any provisions of the Contract Documents.

## 20.9. Assignment of Causes of Action

The Contractor hereby offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), arising from purchases of goods, services or Materials pursuant to the Contract or any Subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

## 21. Warranties

### 21.1. Warranties by Contractor

#### 21.1.1. Project Warranties

The Contractor warrants that:

- 1 All design Work furnished pursuant to the Contract Documents shall conform to all Professional Engineering principles generally accepted as Standards of the Industry in the State.
- 2 The construction Work furnished pursuant to the Contract Documents shall be performed in a workmanlike manner and shall conform to the standards of care and diligence normally practiced by recognized construction firms performing construction of a similar nature in the State.
- 3 Materials and Equipment furnished under the Contract Documents shall be of good quality and, when installed, shall be new.
- 4 The Work shall meet all of the requirements of the Contract Documents.
- 5 The specifications and/or drawings selected or prepared for use during construction are appropriate for their intended use.
- 6 The Project shall be fit for use for the intended function.

#### 21.1.2. Project Warranty Term

The Warranty term for each element of the Project shall commence upon Acceptance thereof by the City or acceptance thereof by the appropriate Person who will own such element. Subject to extension under Section 21.2, the Warranties regarding all elements of the Project shall remain in effect until one year after Partial Acceptance or Final Acceptance, whichever is applicable and comes first in time, provided that the Warranty term for elements of the Project that will be owned by Persons other than the City (such as Utility Owners) shall remain in effect for such term as may be required under the applicable agreement (such as MUAs). If the City determines that any of the Work has not met the standards set forth in this Section 21.1 at any time within the Warranty period, then the Contractor shall correct such Work as specified below within the one-year Warranty term.

#### 21.1.3. Corrective Work

Within seven Days of receipt by the Contractor of Notice from the City specifying a failure of any of the Work to satisfy the Contractor's Warranties, or of any Subcontractor representation, Warranty, guarantee, or obligation which the Contractor is responsible to enforce, the Contractor and the City shall mutually agree when and how the Contractor shall remedy such violation; provided, however, that in case of an emergency as indicated by the City in its Notice requiring immediate curative action, the Contractor and the City shall agree on a remedy immediately upon Notice by the City of such emergency. If the Contractor does not use its best efforts to proceed to

effectuate such remedy within the agreed time, or if the Contractor and the City fail to reach such an agreement within such 7 Day period (or immediately, in the case of emergency conditions), then the City, after Notice to the Contractor, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by the Contractor. The Contractor shall reimburse the City for such costs within 30 Days after the Contractor's receipt of invoice, therefore. The City may agree to accept Nonconforming Work in accordance with Section 5.7.2.

The City and the Contractor shall conduct a walkthrough of the Sites prior to expiration of the Warranty period and shall produce a Punch List of those items requiring Warranty Work.

#### **21.1.4. Contractor's Costs of Correction of Work**

All costs of correcting such rejected Work, including additional testing, inspections, and traffic control, shall be deemed included in the Warranty. The Contractor shall be responsible for obtaining any required Governmental Approvals or other consents from any other Person in connection with the Warranty Work.

### **21.2. Warranty of Corrected Work**

The Warranties shall apply to all Work redone, repaired, corrected or replaced pursuant to the terms of the Contract. The Warranties as to each redone, repaired, corrected or replaced element of the Work shall extend 1 year beyond the original Warranty period following acceptance thereof by the City or acceptance thereof by the appropriate Person who will own such element.

### **21.3. Subcontractor Warranties**

#### **21.3.1. Assignment**

Without in any way derogating the Contractor's own representations and warranties (including the Warranties) and other obligations with respect to all of the Work, the Contractor shall obtain from all Subcontractors and cause to be extended to the City, appropriate representations, warranties, guarantees and obligations with respect to the design, Materials, workmanship, Equipment, tools and supplies furnished by such Subcontractors, including all such representations, warranties, guarantees, and obligations required to be furnished by Subcontractors pursuant to the Contract Documents. All representations, warranties, guarantees, and obligations of Subcontractors shall: (i) be written so as to survive all the City and the Contractor inspections, Tests, and approvals; and (ii) run directly to and be enforceable by the Contractor and/or the City and their respective successors and assigns. The Contractor hereby assigns to the City all of the Contractor's rights and interest in all extended warranties for periods exceeding the applicable Warranty period which are received by the Contractor from any of its Subcontractors.

#### **21.3.2. Enforcement**

Upon receipt from the City of Notice of a failure of any of the Work to satisfy any Subcontractor Warranty, representation, guarantee, or obligation, the Contractor shall enforce or perform any such representation, Warranty, guarantee, or obligation, in

addition to the Contractor's other obligations hereunder. The City's rights under this Section 21.3.2 shall commence at the time such representation, Warranty, guarantee, or obligation is furnished, and shall continue until the expiration of the Contractor's relevant Warranty (including extensions thereof under Section 21.2). Until such expiration, the Contractor shall be responsible for the cost of any Equipment, material, labor (including re-engineering) or shipping, and the Contractor shall be required to replace or repair Defective Equipment, material or workmanship furnished by any Subcontractor.

#### **21.4. No Limitation of Liability**

The foregoing Warranties are in addition to all rights and remedies available under the Contract Documents or applicable law, and shall not limit the Contractor's liability or responsibility imposed by the Contract Documents or applicable law with respect to the Work, including liability for design Defects, latent construction Defects, strict liability, negligence or fraud; provided, however, that, upon expiration of the Warranties, the Contractor shall have no further liability to the City hereunder for patent construction Defects.

#### **21.5. Warranty Beneficiaries**

In addition to benefiting the City and its successors and assigns, the Warranties and Subcontractor warranties provided under this Section 21 shall inure to the benefit of, and shall be directly enforceable by, any local agencies and Utility Owners with respect to those portions of the Work owned or controlled by each such Person.

#### **21.6. Remedies for Breach of Warranty**

In addition to the City's other rights and remedies hereunder, at law or in equity, the Contractor shall be liable for actual damages resulting from its failure to provide corrective Work in accordance with Section 21.1.4 and any breach of an express Warranty or any Defect in the Work.

#### **21.7. Disputes**

Any disagreement between the City and the Contractor relating to this Section 21 shall be subject to the Dispute resolution provisions contained in Section 19, provided that the Contractor shall proceed as directed by the City pending resolution of the Dispute.



## 22. Documents and Records

### 22.1. Project Records

#### 22.1.1. Maintenance of Records

The Contractor shall maintain at the Contractor's Project Manager's office in the State a complete set of all books, records and documents prepared or employed by the Contractor with respect to the Project.

#### 22.1.2. Audit and Inspection Rights

The Contractor shall grant to the City, MoDOT, FHWA, and the U.S. Comptroller General and their respective authorized representatives, such audit and Inspection rights and allow such Persons such access to and the right to copy such books and records (including all tax returns and supporting documentation filed with any Governmental Persons) as such Persons may reasonably request from time to time in connection with the issuance of Change Orders, the resolution of Disputes, and such other matters as such Persons reasonably deems necessary for purposes of complying or Verifying compliance with the Contract and Legal Requirements, including responding with requests pursuant to the Missouri Open Records Act. The Contractor shall grant to Utility Owners and their respective authorized representatives, such audit and Inspection rights and all such Persons access to and the right to copy such books and records as such Persons may request in connection with the resolution of Disputes or such other matters as such Persons reasonably deems necessary for purposes of complying or Verifying compliance with the Utility- related Contractual or MUA requirements.

#### 22.1.3. Audit of Force Account Work

Where the payment method for any Work is on a Force Account basis, such examination and audit rights shall include all books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of such Work. If an audit indicates the Contractor has been over-credited under a previous progress report or progress payment, that over-credit will be credited against current progress reports or payments.

#### 22.1.4. Change Order Pricing Data

For cost and pricing data submitted in connection with pricing Change Orders, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, such Persons and their representatives have the right to examine all books, records, documents, and other data related to the negotiation of or performance of Work under such Change Orders for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such Persons to

permit adequate evaluation of the cost or pricing data submitted, along with the computations and Projections used therein.

### 22.1.5. Claims Audits

All Claims filed against the City shall be subject to audit at any time following the filing of the Claim. The audit may be performed by employees of the City or by an auditor under contract with the City. No Notice is required before commencing any audit before 60 Days after Final acceptance. Thereafter, the City shall provide 20 Days of Notice to the Contractor, any Subcontractors or their respective agents before commencing an audit. The Contractor, Subcontractors or their agents shall provide adequate facilities, acceptable to the City, for the audit during normal business hours. The Contractor, Subcontractors, and their agents shall cooperate with the auditors. Failure of the Contractor, Subcontractors, or their agents to maintain and retain sufficient records to allow the auditors to Verify all or a portion of the Claim or to permit the auditors access to the books and records of the Contractor, Subcontractors, or their agents shall constitute a waiver of the claim and shall bar any recovery there under. At a minimum, the auditors shall have available to them the following documents:

- 1 Daily time sheets and supervisor's daily reports.
- 2 Union agreements.
- 3 Insurance, welfare, and benefits records.
- 4 Payroll registers.
- 5 Earnings records.
- 6 Payroll tax forms.
- 7 Material invoices and requisitions.
- 8 Material cost distribution worksheet.
- 9 Equipment records (list of company Equipment, rates, etc.).
- 10 Subcontractors' (including Suppliers) and agents' invoices.
- 11 Subcontractors' and agents' payment certificates.
- 12 Canceled checks (payroll and Suppliers).
- 13 Job cost report.
- 14 Job payroll ledger.
- 15 General ledger.
- 16 Cash disbursements journal.
- 17 E-mail, letters, and correspondence.
- 18 Network servers, data storage devices, backup media.
- 19 All documents that relate to each and every Claim together with all documents that support the amount of damages as to each Claim.
- 20 Work sheets used to prepare the Claim establishing the cost components for

items of the Claim including labor, benefits and insurance, Materials, Equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

Full compliance by the Contractor with the provisions of this Section 22.1.5 is a contractual condition precedent to the Contractor's right to seek relief under Section 19. The Contractor represents and warrants the completeness and accuracy of all information it or its agents provides in connection with this Section 22.1.

## 22.2. Retention of Records

The Contractor shall maintain all records and documents relating to the Contract (including copies of all original documents delivered to the City) at the Contractor's Project Manager's office in the State until seven years after the earlier to occur of: (i) the date Final Acceptance is achieved; or (ii) the termination date. If Approved by the City, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. The Contractor shall notify the City where such records and documents are kept.

Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought under the Dispute resolution provisions hereof shall be retained and made available until such actions and Claims have been finally resolved. Records to be retained include all books and other evidence bearing on the Contractor's costs and expenses under the Contract Documents. The Contractor shall make these records and documents available for audit and Inspection to the City, at the Contractor's office, at all reasonable times, without charge, and shall allow such Persons to make copies of such documents (at no expense to the Contractor).

## 22.3. Missouri Open Records (Sunshine) Law

### 22.3.1. Applicability of Law

The Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications, and other Materials in the Contractor's or the City's possession directly related to the Project, including Materials submitted to the City by the Contractor, are subject to the provisions of the Missouri Open Records (Sunshine) Law. The Contractor shall be solely responsible for all determinations made by it under such Law and for clearly and prominently marking each and every page or sheet of its Materials with trade secret, privileged information, or confidential commercial, financial, geological, or geophysical data as it determines to be appropriate. The Contractor is advised to contact legal counsel concerning such act and its application to the Contractor.

### 22.3.2. Confidential Materials

If any of the Materials submitted by the Contractor to the City are clearly and prominently labeled trade secret, privileged information, or confidential commercial, financial, geological, or geophysical data by the Contractor, the City will endeavor to advise the Contractor of any request for the disclosure of such Materials prior to making any such disclosure. Under no circumstances, however, will the City be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled

Materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of the City.

### **22.3.3. Contractor to Defend Against Disclosure Request**

In the event of litigation concerning the disclosure of any material submitted by the Contractor to the City, the City's sole involvement will be as a Stakeholder retaining the material until otherwise ordered by a court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the Materials at its sole expense and risk. Under no circumstances, however, will the City be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled Materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of the City.

### **22.3.4. Cooperation with the City Regarding Missouri Open Records (Sunshine) Law Requests**

In the event the City receives a Missouri Open Records (Sunshine) Law request for documents that are in the custody and control of the Contractor, the Contractor shall cooperate with the City in responding to the request in a timely manner under the Missouri Open Records (Sunshine) Law.



## 23. Cooperation and Coordination with Others

### 23.1. Cooperation with Other Contractors

The City reserves the right to perform and to contract with others to perform other or additional Work on or near the Site. The Contractor shall cooperate with the City and such other contractors to the extent reasonably necessary for the performance by the City and such other contractors of their Work, and shall cause its employees, agents, officers, and Subcontractors and other Persons for whom the Contractor may be contractually or legally responsible to so cooperate. If other separate contracts are awarded by the City, which affect the Work, the Contractor shall conduct its Work without interfering with or hindering the progress or completion of the Work being performed by other contractors.

### 23.2. Interference by Other Contractors

If the Contractor asserts that any of the City's other contractors have hindered or interfered with the progress or completion of the Work, then the Contractor's sole remedy shall be to seek recourse against such other contractors. The Contractor shall have the right to ask the DRB to resolve such Dispute, provided the other contractor and its sureties have agreed to submit the Dispute to the DRB, and provided that such proceeding shall be conducted at no cost to the City.

## 24. Miscellaneous Provisions

### 24.1. Amendments

The Contract may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

### 24.2. Waiver

#### 24.2.1. No Waiver of Subsequent Rights

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

#### 24.2.2. Custom Does not Constitute Waiver

No act, delay, or omission done, suffered or permitted by one party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such party under any Contract Document, or to relieve the other party from the full performance of its obligations under the Contract Documents. No custom or practice between the parties in the administration of the terms of the Contract Documents shall be construed to waive or lessen the right of a party to insist upon performance by the other party in strict compliance with the terms of the Contract Documents.

#### 24.2.3. Waivers Must be in Writing

No waiver of any term, covenant or condition of the Contract Documents shall be valid unless in writing and signed by the party providing the waiver.

### 24.3. Independent Contractor

The Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with the City other than that of Project owner and independent contractor. In no event shall the relationship between the City and the Contractor be construed as creating any relationship whatsoever between the City and any of the Contractor's employees. Neither the Contractor nor any of its employees is or shall be deemed to be an employee of the City. Except as otherwise specified in the Contract Documents, the Contractor has sole

authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that the Contractor or any Subcontractor hires or engages to perform or assist in performing the Work.

## 24.4. Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of the City and the Contractor and their permitted successors, assigns and legal representatives.

### 24.4.1. Assignment by the City

The City may assign all or part of its right, title and interest in and to the Contract, including rights with respect to the Surety bonds required hereunder and any other performance security provided, to any Person with the prior written approval of the Contractor.

### 24.4.2. Assignment by Contractor

The Contractor may assign its rights to receive payment under the Contract Documents and may Subcontract Work in accordance with the Approved Subcontracting and Small Business Plan and in compliance with the requirements of the Contract Documents. The Contractor shall not otherwise sublet, transfer, assign or dispose of any portion of the Contract, or delegate any of its duties hereunder, except with the City's prior written Approval. The Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve the Contractor of its responsibility for the Work assigned or delegated, unless the City, in its sole discretion, has Approved such relief from responsibility.

## 24.5. Designation of, and Cooperation with Representatives

### 24.5.1. Designation of Representatives

Concurrently with execution hereof, the City and the Contractor shall each designate an individual or individuals who shall be authorized to make decisions and bind the parties on matters relating to the Contract Documents. Such designations may be changed by a subsequent writing delivered to the other party in accordance with Section 24.10. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the construction of the Project and negotiate on behalf of each of the parties but who do not have authority to bind the City or the Contractor.

### 24.5.2. Cooperation

The Contractor shall cooperate with the City and all representatives of the City designated as described above.

## 24.6. Gratuities and Conflicts of Interest

Neither the Contractor nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or gratuities. The Contractor represents and warrants that it has not previously offered or given any gifts, entertainment, payments, loans, or gratuities in violation of such prohibitions.

## 24.7. Survival

The Dispute resolution provisions contained in Section 19, and all other provisions, which by their inherent character should survive termination of the Contract, shall survive the termination of the Contract.

## 24.8. Limitation on Third-Party Beneficiaries

It is not intended by any of the provisions of the Contract Documents to create any third-party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the Warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations, and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and a Subcontractor or any other Person except the Contractor.

## 24.9. No Personal Liability

The City's authorized representatives are acting solely as agents and representatives of the City when carrying out the provisions of or exercising the power or authority granted to them under the Contract Documents. They shall not be liable either personally or as employees of the City for actions in their ordinary course of employment.

## 24.10. Notices and Communications

### 24.10.1. Delivery of Notices

Notices under the Contract Documents shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy or with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence shall be sent to the Contractor's Project Manager or as otherwise directed by such Project Manager. The address for such communications shall be:

First Name Last Name, P.E.(Name) Project Manager(Title) Address(Street)  
City, State Zip(State/Zip)  
Telephone: phone  
E-mail: e-mail address

All communications to the City shall be marked with the City's Project Director, with copies to such additional Persons as may be designated by the City's Project Director, at the address set forth below:

Leree Reese, P.E.  
Grant Avenue Parkway Project Director  
City of Springfield - Public Works  
840 Boonville Road  
Springfield, MO 65802  
lreese@springfieldmo.gov

#### **24.10.2. Receipt of Notices**

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, Notices sent by e-mail after 4:00 p.m. Central Standard Time and all other Notices received after 5:00 p.m. Central Standard Time (as applicable) shall be deemed received on the first Business Day following delivery (that is, in order for an e-mail to be deemed received on the same Day, the e-mail must have been received before 4:00 p.m.).

#### **24.10.3. Copies of Correspondence to the City**

The Contractor shall copy the City on all written correspondence pertaining to the Contract between the Contractor and any Person other than the Contractor's Subcontractors, consultants and attorneys.

### **24.11. Further Assurances**

The Contractor shall promptly execute and deliver to the City all such instruments and other documents and assurances as are reasonably requested by the City to further evidence the obligations of the Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

### **24.12. Severability**

If any clause, provision, Section or part of the Contract is ruled invalid under Section 19 or otherwise by a court of competent jurisdiction, then the parties shall: (i) promptly meet and negotiate a substitute for such clause, provision, Section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (ii) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, Section or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision,



Section or part.

## 24.13. Headings

The captions of the Sections of the Contract Documents are for convenience and shall not be deemed part of the Contract or considered in construing the Contract.

## 24.14. Governing Law

The Contract Documents shall be governed by and construed in accordance with the law of the State of Missouri. Venue for any legal action in connection with the Contract shall lie in the Circuit Court of Greene County, Missouri.

## 24.15. Entire Agreement

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

## 24.16. Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## 24.17. Anti-Discrimination Against Israel Certification

By signing the contract, below, the Contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

**IN WITNESS WHEREOF**, the parties have executed the Contract as of the date and year first set forth above.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**[CONTRACTOR], a Joint Venture**

**CITY OF SPRINGFIELD**

**By:**

**Reviewed By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Assistant Director of Public Works or Acting Assistant

**Recommended By:**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Public Works or Acting Director

\_\_\_\_\_  
Title

**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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance or Acting Director

**Approved as to Form**

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

**By:**

\_\_\_\_\_  
City Manager or his/her designee

## APPENDIX A – Acronyms and Definitions

As used in the Design-Build Contract, and in the other Contract Documents (unless otherwise specified therein), the following acronyms and terms shall have the meanings set forth below.

| ACRONYMS     |                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------|
| Abbreviation | Title or Description                                                                            |
| AADT         | Annual Average Daily Traffic                                                                    |
| AASHTO       | American Association of State Highway & Transportation Officials                                |
| AC           | Alternating Current                                                                             |
| ACHP         | Advisory Council on Historic Preservation                                                       |
| ACI          | American Concrete Institute                                                                     |
| ACM          | Asbestos-Containing Materials                                                                   |
| ADA          | Americans with Disabilities Act                                                                 |
| ADT          | Average Daily Traffic                                                                           |
| AMRL         | AASHTO Materials Reference Laboratory                                                           |
| ANSI         | American National Standards Institute (formerly ASA and USASI)                                  |
| ASTM         | American Society of Testing Materials                                                           |
| BAFO         | Best and Final Offer                                                                            |
| BMP          | Best Management Practices                                                                       |
| CADD         | Computer-Assisted Drafting and Design                                                           |
| CAT          | Community Advisory Team                                                                         |
| CCTV         | Closed Circuit Television                                                                       |
| CD           | Collector-Distributor Road                                                                      |
| CERCLA       | Comprehensive Environmental Response, Compensation & Liability Act, 42 U.S.C. §§ 9601, et. Seq. |
| CFR          | Code of Federal Regulations                                                                     |
| CITY         | City of Springfield, Missouri                                                                   |
| COE          | (U.S.) Army Corps of Engineers                                                                  |
| CPM          | Critical Path Method                                                                            |
| CR           | Community Relations                                                                             |
| CSR          | Code of State Regulations                                                                       |
| CU           | City Utilities of Springfield                                                                   |
| dB           | Decibels                                                                                        |
| DBE          | Disadvantaged Business Enterprise                                                               |

| ACRONYMS     |                                                                |
|--------------|----------------------------------------------------------------|
| Abbreviation | Title or Description                                           |
| DRB          | Dispute Resolution Board                                       |
| DMS          | Dynamic Message Sign                                           |
| DTM          | Digital Terrain Model                                          |
| DRB          | Dispute Resolution Board                                       |
| EEO          | Equal Employment Opportunity                                   |
| EPA          | (U.S.) Environmental Protection Agency                         |
| EPD          | Escrowed Proposal Documents                                    |
| EPG          | Missouri Department of Transportation Engineering Policy Guide |
| FAR          | Federal Acquisition Regulation                                 |
| FAST         | Federal-Aid Acceptance Sampling and Testing                    |
| FEIS         | Final Environmental Impact Statement                           |
| FEMA         | Federal Emergency Management Agency                            |
| FHWA         | Federal Highway Administration                                 |
| FTP          | File Transfer Protocol                                         |
| HDPE         | High Density Polyethylene                                      |
| IAS          | Independent Assurance Sampling                                 |
| IGA          | Intergovernmental Agreement                                    |
| ISO          | International Organization for Standards                       |
| ISP          | Information or Internet Service Providers                      |
| ITP          | Instructions to Proposers                                      |
| LA           | Landscape Architect                                            |
| ITS          | Intelligent Transportation Systems                             |
| LED          | Light Emitting Diode                                           |
| LFD          | Load Factor Design                                             |
| LRFD         | Load and Resistance Factor Design                              |
| LOS          | Level of Service                                               |
| MDC          | Missouri Department of Conservation                            |
| MDNR         | Missouri Department of Natural Resources                       |
| MHTC         | Missouri Highway and Transportation Commission                 |
| MoDOT        | Missouri Department of Transportation                          |
| MOT          | Maintenance of Traffic                                         |
| MOU          | Memorandum of Understanding                                    |

| ACRONYMS     |                                                                                                |
|--------------|------------------------------------------------------------------------------------------------|
| Abbreviation | Title or Description                                                                           |
| mph          | Miles per Hour                                                                                 |
| MRCC         | Missouri Regional Certification Committee                                                      |
| MSDS         | Material Safety Data Sheet                                                                     |
| MSE          | Mechanically Stabilized Earth                                                                  |
| MUA          | Master Utility Agreement                                                                       |
| MUTCD        | Manual on Uniform Traffic Control Devices                                                      |
| NAD          | North American Datum                                                                           |
| NAVD         | North American Vertical Datum                                                                  |
| NCHRP        | National Cooperative Highway Research Program                                                  |
| NEC          | National Electrical Code                                                                       |
| NEPA         | National Environmental Policy Act                                                              |
| NESC         | National Electrical Safety Code                                                                |
| NFPA         | National Fire Protection Association                                                           |
| NGS          | National Geodetic Survey                                                                       |
| NHS          | National Highway System                                                                        |
| NIST         | National Institute of Standards & Technology                                                   |
| NSBA         | National Steel Bridge Association                                                              |
| NTP1         | First Notice to Proceed                                                                        |
| NTP2         | Second Notice to Proceed                                                                       |
| OSHA         | Occupational Safety & Health Administration                                                    |
| PAL          | Pre-Acceptance List                                                                            |
| PCCP         | Portland Cement Concrete Pavement                                                              |
| PCO          | Potential Change Order                                                                         |
| PE           | Professional Engineering, or, in the context of Right of Way, PE shall mean Permanent Easement |
| PIP          | Public Information Plan                                                                        |
| PLS          | Professional Land Surveyor                                                                     |
| PTI          | Post-Tensioning Institute                                                                      |
| PVC          | Polyvinyl Chloride                                                                             |
| QA           | Quality Assurance                                                                              |
| QC           | Quality Control                                                                                |



| ACRONYMS     |                                                              |
|--------------|--------------------------------------------------------------|
| Abbreviation | Title or Description                                         |
| QM           | Quality Manual                                               |
| RCO          | Request for Change Order                                     |
| RCP          | Request for Change Proposal                                  |
| RFC          | Released for Construction                                    |
| RFP          | Request for Proposals                                        |
| RFQ          | Request for Qualifications                                   |
| ROD          | Record of Decision                                           |
| ROM          | Rough Order of Magnitude                                     |
| ROW          | Right of Way                                                 |
| RSMo         | Revised Statutes of the State of Missouri                    |
| SEMA         | State Emergency Management Agency                            |
| SHPO         | State Historic Preservation Office                           |
| STD          | State Transportation Department                              |
| SUE          | Subsurface Utility Engineering Investigation                 |
| TAT          | Technical Advisory Team                                      |
| TCE          | Temporary Construction Easement                              |
| TCP          | Traffic Control Plan                                         |
| TMC          | Transportation Management Center                             |
| TRB          | Transportation Research Board (of National Research Council) |
| TYP          | Typical                                                      |
| UE           | Utility Easement                                             |
| UIS          | Utility Information Sheet                                    |
| UL           | Underwriters Laboratories                                    |
| USA          | United States of America                                     |
| USACE        | United States Army Corps of Engineers                        |
| USC          | United States Code                                           |
| USDOT        | United States Department of Transportation                   |
| USGS         | United States Geological Survey                              |
| USFWS        | U.S. Fish & Wildlife Service                                 |
| VE           | Value Engineering                                            |
| VECP         | Value Engineering Change Proposal                            |
| WBS          | Work Breakdown Structure                                     |

| DEFINITIONS                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                            | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Abandonment                     | After a Utility Owner has decommissioned a Utility, the Work necessary for each Utility (including appurtenances) for a Utility that is not removed, using proper Utility Owner and/or industry procedures (e.g., flushing, capping, filling with grout or sand) or other procedures Approved by City. Contractor is responsible to coordinate with the Utility Owner when it is necessary for the Utility Owner to be involved in the decommission of a Utility (including appurtenances).                                                                                                                                                                                                                                                       |
| Acceleration Costs              | Those fully documented increased costs reasonably incurred by the Contractor; (i.e., costs over and above what the Contractor would otherwise have incurred) which are directly attributable to increasing the performance level of the Work in an attempt to complete necessary Activities of the Work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision, and any unexpected movement of materials, equipment, or crews necessary for resequencing in connection with acceleration efforts.                                                                                                                                          |
| Activity or activity            | Parts of the Work including finished products or functional processes required as subcomponents of the Work Breakdown Structure as defined by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Additional Applicable Standards | Standards, manuals, specifications and technical requirements that have been submitted by Contractor, accepted by the City, and incorporated as Applicable Standards in Book 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Affected Area                   | As related to mined land reclamation, the total disturbed surface of a pit or quarry such as sand, gravel, topsoil, or borrow, that is being mined or will be mined. The area includes, but is not limited to, the excavation area, plant, and stockpile areas, parking and storage areas, and the haul roads.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Affidavit of Final Completion   | The meaning set forth in Book 1, Section 20.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Affiliates                      | Affiliates (except as otherwise provided in 13 CFR Part 21) means that concerns are affiliates of each other when, either directly or indirectly:<br>i) One concern controls or has the power to control the other; or ii) A third party or parties controls or has the power to control both; or iii) An identity of interest between or among parties exists such that affiliation may be found. In determining whether affiliation exists, all appropriate factors will be considered, including common ownership, common management, and Contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the size of firms in the DBE program. |
| Applicable Laws                 | See Legal Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| DEFINITIONS                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| Term                                   | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Applicable Standards                   | The standards included in Book 3, including Additional Applicable Standards submitted by the Contractor and accepted by the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Application for Final Payment          | The application described in Book 1, Section 11.6.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Approve or Approval                    | Formal conditional determination in writing by the City Project Director that a particular matter or item is good or satisfactory for the Project. Such determination may be based on requirements beyond those set forth in the Contract Documents and may reflect preferences of the City.                                                                                                                                                                                                                                                                                                                                             |
| Architectural and Engineering Services | All Work relating to the design, including preparation and interpretation of architectural and engineering plans and specifications, development of design solutions for conformance with all codes and public safety requirements and other design related decision-making, and any other activities, collectively, which are required to be practiced by an architect or engineer in accordance with the laws of the State of Missouri.                                                                                                                                                                                                |
| As-Built Documents                     | The documents to be provided by the Contractor as described in Book 2, Section 3.16.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| As-Built Schedule                      | The last Monthly Progress Schedule submitted shall be identified by the Contractor as the As-Built Schedule. The meaning set forth in Book 2, Section 2.1.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Auxiliary Lane                         | The portion of the roadway adjoining the traveled way and designated for speed change, or for other purposes supplementary to through traffic movement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Award                                  | The action of the City Accepting the Proposal for the Work, subject to the execution and approval of a satisfactory Contract therefore and bond to secure the performance and payment thereof, and to such other conditions as may be specified or as required by law. (with the understanding that the order of priority of the various Contract Documents shall be as set forth in Book 1, Section 1.2, and that the City shall have the right to require compliance with the requirements of the Contract Documents, even though it may necessitate performance of Work by the Contractor not contemplated in the Proposal Documents) |
| Backfill                               | Material used to replace or the act of replacing material removed during construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Baseline Schedule                      | The meaning set forth in Book 2, Section 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Betterment                             | As related to Utilities, a betterment is generally defined as the upgrading; (e.g. increase in capacity) of a Utility being relocated that is not attributable to the construction of the Project or is made solely for the benefit of and at the election of the Utility Owner (not including a technological improvement which is able to achieve such upgrade at a cost equal to or less than the cost of a "like for like" replacement or relocation). The use of new materials or compliance with current standards in the performance of the Utility Work is not considered a Betterment.                                          |

| DEFINITIONS                     |                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Term                            | Meaning                                                                                                                                                                                                                                                                                                                                                                                                            |
| Book 1                          | The Contract Document designated as Book 1 in the RFP.                                                                                                                                                                                                                                                                                                                                                             |
| Book 2                          | The Contract Document designated as Book 2 in the RFP.                                                                                                                                                                                                                                                                                                                                                             |
| Book 3                          | The Contract Documents designated as Book 3 in the RFP.                                                                                                                                                                                                                                                                                                                                                            |
| Book 4                          | The Contract Documents designated as Book 4 in the RFP.                                                                                                                                                                                                                                                                                                                                                            |
| Book 5                          | The documents included in Book 5 – Informational Documents are for information only and are not Contract Documents to be relied upon by the Contractor. Cross references in the Contract Documents to the Informational Documents do not incorporate the Informational Documents or portions of the Informational Documents as Contract Documents or requirements.                                                 |
| Bridge                          | A structure having a clear span greater than 20 feet (6.1 m) measured on a horizontal plane along the centerline of roadway; also a multiple span structure where the total length of spans is in excess of 20 feet (6.1 m). For both single and multiple span bridges, the clear span shall be construed to mean the total distance from stream face to stream face of end bents or outer walls of the structure. |
| Bridge Rehabilitation Checklist | A checklist outlining required repairs associated with the Rehabilitation of a specific bridge along with estimated quantities. Additional general bridge information is also included in this checklist. Checklists can be found in Book 4. The Contractor shall be responsible for verifying estimated quantities.                                                                                               |
| Business Day                    | A day that City is open for business, excluding holidays, Saturdays and Sundays.                                                                                                                                                                                                                                                                                                                                   |
| Calendar Day                    | Each and every day shown on the calendar, including Saturdays and Sundays, beginning and ending at midnight.                                                                                                                                                                                                                                                                                                       |
| Certified Invoice               | Any invoice or billing endorsed by the Contractor, certifying that material, specialty work, Subcontract work, rental, lease, services, etc. were acquired for the Project and that the invoiced or billed amount represents the actual costs.                                                                                                                                                                     |
| Certified Test Report           | A test report from the manufacturer or an independent testing laboratory, including a signature by a person having legal authority to act for the manufacturer or the independent testing laboratory stating that the test results show that the product or assembly to be incorporated into the Project has been sampled and tested and the samples have passed all specified tests.                              |
| Change Order                    | The meaning set forth in Book 1, Sections 12 and 13.                                                                                                                                                                                                                                                                                                                                                               |
| Claim                           | A separate demand by the Contractor for: (i) a time extension which is disputed by the City, or (ii) payment of money or damages arising from work done by or on behalf of the Contractor in connection with the Contract which is disputed by the City. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties. |

| DEFINITIONS                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Term                        | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Commercial Vehicle(s)       | A vehicle used on highways, in interstate commerce, that meets one of the following criteria: (i) has a Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR), or gross vehicle weight or gross combination weight of 10,001 pounds or more, whichever is greater; (ii) is designed to transport more than eight passengers (including the driver) for compensation; (iii) is designed to transport 16 or more people, including the driver and is not used to transport passengers for compensation; (iv) functions to transport hazardous materials in quantities requiring the vehicle to be placarded. |
| City                        | The City of Springfield, Missouri or the Project Director for the Project, acting directly or through a representative authorized in writing, who is responsible for administrative supervision of the Project, whichever the context requires.                                                                                                                                                                                                                                                                                                                                                                                   |
| City-Directed Changes       | Any changes in the Work (including changes in the standards applicable to the Work), which the City has directed the Contractor to perform as described in Book 1, Section 13.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Community Information Group | A group of individuals representing key governmental and civic groups that provide input on the public's priorities for the Project as well as facilitate dissemination of information to the public.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Completion Deadlines        | Any or all of the following deadlines, depending on the context: any Location Completion Deadline or Project Completion Deadline.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Constructive                | When used in connection with the terms "change in the Work," "delay," "suspension," or "acceleration," that change in the Work, delay, suspension, or acceleration which, but for the express terms of the Contract Documents, could be inferred or implied at law.                                                                                                                                                                                                                                                                                                                                                               |
| Contaminated Groundwater    | Extracted groundwater including contaminants above legally permitted discharge levels so as to require treatment prior to re-use or disposal. Contaminated Groundwater, which may legally be re-used without treatment, including use for dust control, or which merely requires dilution prior to re-use or disposal, shall specifically be excluded from the definition.                                                                                                                                                                                                                                                        |
| Contract                    | Depending on the context: (i) the Design-Build Contract, or (ii) collectively, the Contract Documents, which establish the rights and obligations of the City and the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Contract Deadlines          | The deadlines set forth in Book 1, Section 4.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contract Documents          | Contract Documents shall mean the following documents, including appendices: Book 1 including Change Orders, Book 2, Book 3, Book 4, Proposal Documents, and Statement of Qualifications.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Contract Drawings           | The drawings included in Book 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contract Price              | The total Contract price defined on Form DB-901. The meaning set forth in Book 1, Section 11.1.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Contract Schedule           | The meaning set forth in Book 2, Section 2.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Contractor                  | The meaning set forth in the first page of Book 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



| DEFINITIONS                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| Term                          | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Contractor-Related Entities   | Contractor, Major Participants, Subcontractors, their employees, agents and officers and all other Persons for whom Contractor may be legally or contractually responsible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contractor Specifications     | The specifications describing the Work that are developed by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Contractor's Engineer         | A professional Engineer registered in the State of Missouri who is responsible for engineering and administrative supervision of the Project on behalf of the Contractor, who is either an employee of the Contractor, or a consulting Engineer under contract to the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Cost                          | Cost will mean the actual cost incurred, as distinguished from forecasted cost and determined in accordance with prevailing principles applicable to public contracts including Contract Cost Principles and Procedures, 48 CFR, Part 31 and Government Auditing Standards, as published by the Comptroller General of the United States.                                                                                                                                                                                                                                                                                                                                                  |
| Critical Path                 | The precedence of Activities with total Float less than or equal to zero on each applicable Contract Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Culvert                       | A structure not classified as a bridge that provides an opening under any portion of a Roadway.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Day                           | Days used in the Contract Documents will mean calendar Days, unless specified otherwise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| DBE Owned and Controlled      | A small business concern that is at least 51 per centum owned by one or more socially and economically disadvantaged individuals or, in the case of a publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more such individuals. The socially and economically disadvantaged owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements. |
| DBE Performance Plan          | The plan provided by the Contractor and Approved by the City as described in Book 1, Appendix C (or, prior to such Approval, the draft DBE Performance Plan included with the Proposal Documents).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Defect or Defective Condition | Nonconforming Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Delay and Disruption Damages  | The meaning set forth in Book 1, Section 13.7.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Design-Build Contract         | The Design-Build Contract executed by the City and the Contractor (to which this Appendix A is attached), and any and all amendments thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| DEFINITIONS                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| Term                                     | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Design Documents                         | All drawings (including plans, elevations, sections, details, and diagrams), specifications, reports, calculations and records, at any stage of development or revision necessary for design of the Project in accordance with the Contract Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Differing Site Conditions                | "Differing Site Conditions" shall mean (a) subsurface or latent conditions encountered at the exact boring holes identified in the geotechnical reports included in Book 4, which differ materially from those conditions indicated in the geotechnical reports for such boring holes, or (b) physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of Work provided for in the Contract. The term shall specifically exclude all such conditions of which Contractor had actual or constructive knowledge as of the Proposal Due Date. The foregoing definition specifically excludes (w) Utility facilities, (x) Hazardous Substances, (y) non-contaminated water and (z) any conditions which constitute or are caused by a compensable event listed in Book 1, Section 13.9. |
| Directive Letter                         | The letter described in Book 1, Section 13.1.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Disadvantaged Business Enterprise or DBE | A Disadvantaged Business Enterprise is a for-profit small business concern, as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, subject however to the business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of Work the firm performs and 49 CFR part 26; that is owned and controlled by one or more socially and economically disadvantaged individuals who are citizens (or lawfully admitted permanent residents) of the United States; and is certified by the Missouri Regional Certification Committee (MRCC).                                                                                                                                                                                                                                                                             |
| Divided Highway                          | A highway with separated Traveled Ways for traffic in opposite directions. Traveled Ways separated by painted Medians will not be considered divided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Drainage Ditch                           | An open depression constructed for the purpose of carrying off surface water.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Effective Date                           | The date of execution of the Contract by the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Engineer                                 | Shall be defined as the "Contractor's Engineer". The Contractor acknowledges and agrees that the City will be responsible for certain oversight and other matters with respect to the Project, and that as a result certain rights in favor of the Engineer may be exercised by and inure to the benefit of the City rather than the Contractor's Engineer. In the event any question arises regarding whether any such rights are applicable to the City or how to apply such rights, the City's interpretation regarding such matter shall control.                                                                                                                                                                                                                                                                                                                                    |
| Environmental Approvals                  | Documents including the CE2, COE Section 404 Permit, COE Section 401 Certificate, and the Section 106 programmatic agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| DEFINITIONS                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| Term                         | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Environmental Laws           | All Legal Requirements now or hereafter in effect relating to the environment or to emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment, including into the air, surface water or groundwater, or onto land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances or otherwise relating to the protection of public health, public welfare, or the natural environmental (including protection of nonhuman forms of life, land, surface water, groundwater, and air), including the statutes listed in the definition of Hazardous Substances; the National Environmental Policy Act, as amended, 42 U.S.C. §§ 4321 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §§ 651 et seq.; and the Hazardous Materials Transportation Act, as amended, 49 App. U.S.C. §§ 1801; the Endangered Species Act, as amended, 16 U.S.C. §§ 1531 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 et seq.; and the Eagle Protection Act, 16 U.S.C. § 668, each as amended. |
| Equal or Better Change Order | The meaning set forth in Book 1, Section 13.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Equipment                    | All machinery, tools, and apparatus together with supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Error                        | An Error, omission, inconsistency, inaccuracy, or deficiency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Escrowed Proposal Documents  | The Escrowed Proposal Documents (EPDs) shall contain information regarding the Proposer's assumptions made in developing Price Allocation. The Proposer shall submit a hard copy of the EPDs in such a format as it used in preparing its Proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Event of Default             | A default as described in Book 1, Section 16.1.1, following Notice and opportunity to cure to the extent permitted by Book 1, Section 16.1.2 and issuance by the City of Notice that an Event of Default has occurred.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Existing Utility Plans       | The set of plans included in Book 5, Reference Documents – Utilities, which is labeled "Existing Utility Plans."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Federal Requirements         | All Legal Requirements applicable to Work financed with federal funds and the provisions required to be included in FHWA-assisted contracts, including the provisions set forth in Book 1, Appendix B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Final Acceptance             | Acceptance of the Project as described in Book 1, Section 20.6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Final Acceptance Deadline    | The deadline described in Book 1, Section 4.3.4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Final Design Documents       | A compiled set of Design Documents created at the end of the design phase as described in Book 2, Section 3.14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| DEFINITIONS                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Final Proposal and Price Allocation | City will request the Proposers to submit their Proposal and Price Allocation. City will evaluate the Proposals and determine the apparent successful Proposer. City intends to meet with the apparent successful Proposer and to negotiate into its Proposal ideas from the unsuccessful Proposals, if any, and to clean up any contractual issues and ensure the enforceability of the Additional Applicable Standards.                                                                                                                      |
| First Notice to Proceed (NTP1)      | A first written Notice issued by the City to the Contractor to proceed with certain limited Work on the date specified therein.                                                                                                                                                                                                                                                                                                                                                                                                                |
| Fixed Price                         | The set Contract Price of \$22,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Float                               | Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every Activity in the schedule. Float shall be for the benefit of all parties to the Contract and not for the exclusive benefit of the Contractor. Suppression or consumption of Float by extended Activity duration, dummy Activities, or preferential sequencing shall not be allowed. Critical Activities shall be defined as Activities with a total Float less than one Day. |
| Force Account Change Order          | The meaning set forth in Book 1, Section 13.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Governmental Approval               | Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling, required by or with any Governmental Person in order to design and construct the Project.                                                                                                                                                                                                                                                                           |
| Governmental Person                 | Any federal, State, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the City of Springfield, the State of Missouri and agencies and subdivisions thereof, other than the City of Springfield Public Works Department and the Missouri Department of Transportation.                                                                                                      |

| DEFINITIONS          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Term                 | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Hazardous Substances | Any of the following:<br>Substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 USC Sections 2601 et seq.; the Clean Water Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; all as amended, or any other federal, State or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a State or federal court, Petroleum or crude oil excluding de minimis amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and Asbestos or asbestos-containing Materials in Structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground). |
| High Water           | Any flood event that is 3' above the Ordinary High Water elevation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Highway              | A public way for purposes of vehicular travel, including the entire area within the ROW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



| DEFINITIONS                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| Term                                        | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Holidays                                    | <p>City of Springfield public legal Holidays are:<br/> January 1 - New Year's Day<br/> Third Monday in January - Dr. Martin Luther King Day<br/> Third Monday in February – President's Day<br/> Last Monday in May – Memorial Day July 4 – Independence Day<br/> First Monday in September - Labor Day November 11 - Veterans Day<br/> Fourth Thursday in November - Thanksgiving Day December 25 - Christmas Day.</p> <p>When any of the above Holidays falls on Sunday, the holiday will be observed on the following Monday; when any of the above Holidays falls on a Saturday; the holiday will be observed on the immediately preceding Friday.</p>                                                                                                                                                                                                                                                                                                                                                |
| Incidental Utility Work                     | Abandonment, Protection of Existing Utilities and Utility Removal Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Including, or including, includes, included | All references in the Contract Documents to "Including", "includes" or "included" shall mean "including, but not limited to".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Incremental Costs                           | Those costs, if any, which the Contractor incurs as a result of a particular circumstance, which the Contractor would not have incurred but for the circumstance. In determining such costs, one would determine the total cost that the Contractor would have incurred had the circumstance not occurred, and subtract such amount from the costs actually incurred; the difference is the "increment." (For example, if the Contractor originally has to Relocate three water lines, and a fourth water line is discovered in the same general area which can be Relocated by the same crew, then if the Contractor is entitled (pursuant to Book 1, Section 13) to a Change Order increasing the Contract Price on account of such newly discovered water line, the City will be charged with only the costs of keeping the crew working the additional time to Relocate the fourth water line, and will not be charged any portion of the expense of moving the crew to the Site in the first place.) |
| Indemnified Parties                         | The City and its agents, consultants, and their respective successors and assigns and their respective shareholders, officers, directors, agents and employees (collectively referred to as the "Indemnified Parties")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| DEFINITIONS                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                                 | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Independent Assurance Sampling (IAS) | The intent of the IAS process is to confirm that Inspectors are knowledgeable in the specification governing the testing procedures and follow through with completing the Tests correctly and have Equipment that is in good working condition and is properly calibrated, where applicable. This IAS process is considered system based and the audit of a given Inspector does not have to take place on a Federal-aid Project. The Inspector should use the same diligence and attention to detail at all times, regardless of whether the Project has Federal-aid status. Inspectors on Off- System Projects s will be audited on the specific Project. in most instances. |
| Informational Documents              | See Book 5 definition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Initial Technical Proposal           | The initial technical concepts presented during the series of confidential meetings where the parties will discuss the Proposers' concepts, and how they align with the desires of the City on this Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Inspection                           | The act of viewing or looking carefully at construction, manufacturing, design, and maintenance practices, processes, and products, including document control and shop drawing review, to ensure that the practices, processes, and products comply with the quality requirements contained in the Contract Documents.                                                                                                                                                                                                                                                                                                                                                         |
| Inspector                            | The Contractor's authorized representative assigned to perform Inspection of Contract performance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Instructions to Proposers (ITP)      | The RFP Document identified as Instructions to Proposers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ITS Work                             | All elements of the Work necessary for completion of the ITS Elements, including providing equipment to meet specified performance measures, development of computer software, installation of Equipment, testing and acceptance of Equipment and software, integration of newly installed components with existing ITS infrastructure and maintenance of ITS components.                                                                                                                                                                                                                                                                                                       |
| Key Personnel                        | The Persons listed on Contract Form DB-103, subject to revision in accordance with the Contract Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Laboratory                           | The testing Laboratory of the Contractor, the Central Laboratory, or any other certified testing Laboratory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Lane Closure Duration Deadlines      | Achievement of all Work necessary to meet a Lane Closure Completion and Duration Deadline as described in Book 1, Section 4.3.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Late Finish Cost Schedule            | The late start dates set forth on each applicable Contract Schedule, subject to revision in connection with any Change Orders, which revise the Contract Schedules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Lead Workers                         | Hourly employees in direct charge of the specific operations on a Person. Formerly referred to as the foremen.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| DEFINITIONS                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| Term                                    | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Legal Requirements                      | All applicable federal, State and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term "Legal Requirements" does not include Governmental Approvals or tax laws.                                                                                                                                   |
| Lien                                    | Any pledge, Lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).                                                                                                                                   |
| Liquidated Damages                      | The damages described in Book 1, Section 17.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Load Rating for Design-Build Bridges    | The Load Rating for Design-Build Bridges is included in Book 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Local Traffic                           | Traffic that has either its origin or its destination at some point within the limits of the Project. Local Traffic will also include that traffic on all side Roads that lead into the Project where such traffic does not have a satisfactory outlet over a public Road or Street.                                                                                                                                                                                                                                                                                                    |
| Location Completion Deadlines           | Achievement of all Work necessary to meet Location Completion Deadlines as described in Book 1, Section 4.3.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Long-Term Rehabilitating/Rehabilitation | Bridge rehabilitation such that regular maintenance work will not be required for 30 years (estimated service life) or more.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Lump Sum Change Order                   | The meaning set forth in Book 1, Section 13.4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Maintenance of Traffic Plan             | The plan provided by the Contractor and Approved by the City as described in Book 2, Section 17.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Major Participant                       | Any of the following entities: (1) All general partners or joint venture members of the Submitter; all individuals, Persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations, or other legal entities, however organized, directly or indirectly holding a 15% or greater interest in the Submitter; (2) the lead engineering/design firm(s); (3) each Subcontractor that will perform Work valued at 10% or more of the construction Work; and (4) each Subconsultant that will perform 20% or more of the design Work. |
| Master Utility Agreement                | An agreement made between the City and a Utility Owner that provides a general framework for addressing Utility conflicts associated with the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Materials                               | All components required for use in the construction of the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Median                                  | The portion of a Divided Highway separating the Traveled Ways for traffic in opposite directions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| MHTC                                    | Missouri Highways and Transportation Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| DEFINITIONS                                                    |                                                                                                                                                                                                                                                                                                                                                                                                               |
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| Term                                                           | Meaning                                                                                                                                                                                                                                                                                                                                                                                                       |
| Missouri Regional Certification Committee                      | The MRCC consists of certifying and non-certifying members who are recipients of USDOT funds within the State of Missouri. The MRCC is organized for the purposes of certifying DBEs through a "one-stop shop" in Missouri under 49 CFR Part 26.                                                                                                                                                              |
| MoDOT                                                          | Missouri Department of Transportation                                                                                                                                                                                                                                                                                                                                                                         |
| Monthly Progress Schedule                                      | The meaning set forth in Book 2, Section 2.1.4.                                                                                                                                                                                                                                                                                                                                                               |
| National Pollutant Discharge Elimination System (NPDES) Permit | The Plan referred to in Book 2, Section 5.                                                                                                                                                                                                                                                                                                                                                                    |
| New Environmental Approval                                     | Any of the following: A new Governmental Approval of the same type as an Environmental Approval; and a renewal, revision, modification or amendment to one or more of the Environmental Approvals.                                                                                                                                                                                                            |
| Nonconforming Work                                             | Work performed that does not meet the requirements of the Contract Documents.                                                                                                                                                                                                                                                                                                                                 |
| Notice                                                         | The meaning set forth in Book 1, Section 24.10.                                                                                                                                                                                                                                                                                                                                                               |
| Notice of Final Acceptance                                     | The Notice delivered to the Contractor under Book 1, Section 20.6 stating that final City acceptance of the Project has occurred.                                                                                                                                                                                                                                                                             |
| Notice of Termination (or Partial Termination)                 | A Notice issued by the City to terminate the Contract and the performance of Work by the Contractor, either in whole or in part, pursuant to Book 1, Section 15.1.                                                                                                                                                                                                                                            |
| NTP1 Payment Cap                                               | The meaning set forth in Book 1, Section 4.2.1 and Section 11.3.2. See Book 2, Section 25 for amount.                                                                                                                                                                                                                                                                                                         |
| Ordinary High Water                                            | As defined by the Corps of Engineers: A line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. |
| Original Baseline Schedule                                     | The meaning set forth in Book 2, Section 2.1.2.                                                                                                                                                                                                                                                                                                                                                               |
| Overburden                                                     | Any material that overlays material designated for Road or bridge construction.                                                                                                                                                                                                                                                                                                                               |
| Partial Acceptance                                             | Acceptance by the City of a Location after Location Completion. Partial Acceptance relieves the Contractor of maintenance responsibilities and it begins the Warranty period.                                                                                                                                                                                                                                 |

| DEFINITIONS                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                          | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Pavement Structure            | The combination of one or more of the following courses placed on a Subgrade to support and distribute the traffic load to the Roadbed.<br>Subbase. The layer or layers of specified or selected material placed on a Subgrade to support a base course, Surface Course, or both.<br>Base Course. The layer or layers of specified or selected material placed on a Subbase or a Subgrade to support a Surface Course.<br>Surface Course. One or more layers of a Pavement Structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "Wearing Course." |
| Payment Bond                  | The Payment Bond described in Book 1, Section 8.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Payment Cap                   | The maximum amount that can be paid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| PCO Notice                    | The potential change order Notice described in Book 1, Section 13.4.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Performance Bond              | The Performance Bond described in Book 1, Section 8.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Person                        | Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including the City or MoDOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Plans of Adjustment (POA)     | The combination of a Utility Information Sheet and corresponding Relocation Exhibit that defines the expected Relocation of one facility (including provision of temporary services as necessary) anticipated to be in conflict with the Design-Build Project Work.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Preliminary Baseline Schedule | The initial Project schedule for the purpose of initiating Work on the Project. The Preliminary Baseline Schedule will be used to evaluate progress and payment for up to the first 180 Days of the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Process Control               | A method for keeping a process within boundaries and/or the act of minimizing the variation of a process. Process control activities may include sampling, testing, inspection, and corrective action performed by a contractor in addition to Quality Control (QC) requirements to improve the likelihood that the final product will meet the specified level of quality.                                                                                                                                                                                                                                                                                                              |
| Profile Grade                 | The trace of a vertical plane usually intersecting the top surface of the proposed rail or wearing surface and usually along the longitudinal centerline of the Roadbed. Profile grade means either elevation or gradient of such trace according to the context.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Project                       | The Design-Build Project as described by the Contract Documents within the Project limits described in the graphic plot provided by the Contractor in its Proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Project Completion Deadline   | Achievement of all Work necessary to meet the Project Completion Deadline as described in Book 1, Section 4.3.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Project Director              | The Person designated by the City to direct the Project and to receive delivery of Notices to the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



| DEFINITIONS                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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| Term                             | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Project Manager                  | The person designated by the Contractor to supervise the Project Persons performing Work, and to receive delivery of Notices to the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Proposal or Proposal Documents   | Those documents constituting the Contractor's proposal in response to the RFP, including any best and final offers or supplements to proposals as may have been requested by the City.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Proposal Due Date                | The date the Final Technical Proposal and Price Allocation was due as specified in the Instructions to Proposers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Proposer                         | An individual, firm, partnership, corporation, joint venture, or combination thereof that was shortlisted under the City's Request for Qualifications that submits a proposal in response to the RFP.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Protection of Existing Utilities | Any Activity undertaken to avoid damaging a Utility which does not involve removing or Relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by construction Equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection of Existing Utilities; whereas temporarily moving power lines to another location after cutting them would be considered a temporary Utility Relocation. |
| Public Information Plan          | The public information plan as described in Book 2, Section 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Punch List                       | The list of Work items with respect to the Project that remain to be completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Quality Assurance (QA)           | All those planned and systematic actions necessary for the Contractor to certify to the City that all Work fully complies with the requirements of the Contract Documents and that all Materials incorporated in the Work, all Equipment used, and all elements of the Work will perform satisfactorily for the purpose(s) intended.                                                                                                                                                                                                                                                                                             |
| Quality Control (QC)             | The Activities performed by the Contractor, designer, producer or manufacturer to ensure and document that a product meets the requirements of the Contract Documents. Activities may include checking, Materials handling and construction procedures, calibrations and maintenance of Equipment, shop drawing review, document control, production process control, and any sampling, testing, and Inspection done for these purposes.                                                                                                                                                                                         |
| Quality Manual                   | The plan provided by the Contractor and Approved by the City as described in Book 2, Section 3 (or, prior to such Approval, the draft quality program manual included with the Proposal Documents).                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Real-Time Notice                 | Information about construction Activities as they happen. This information will be disseminated to Stakeholders through a variety of tools to give them access to current Project conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| DEFINITIONS                         |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Record Set                          | A reproduction of a drawing or set of drawings, design calculations, or other record of engineering Work required to be performed by the Contractor's Engineer in accordance with the Rules of Procedures of the State Board of Registration for Professional Engineers and Land Surveyors.                                                                                                                             |
| Recovery Schedule                   | The schedule described in Book 2, Section 2.1.5, and which Contractor is required to provide under Book 1, Section 4.5.                                                                                                                                                                                                                                                                                                 |
| Regular Dealer                      | A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the Materials, supplies, articles or Equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, as provided in 49 CFR § 26.55, and firms are certified as such by the MRCC. |
| Released for Construction Documents | The documents described in Book 2, Section 3.13.                                                                                                                                                                                                                                                                                                                                                                        |
| Relocation or Relocate              | As related to Utilities, each Relocation, (including provision of temporary services as necessary) of any and all Utilities that is necessary or advisable in order to accommodate or permit construction of the Project.                                                                                                                                                                                               |
| Remediation Work                    | After identification by the Contractor that a Hazardous Substance(s) exists, sampling, treatment, and/or off-Site disposal of Hazardous Substances and Materials containing Hazardous Substances, as Approved by the City.                                                                                                                                                                                              |
| Removal                             | All Work necessary to remove any existing Utilities for which leaving the existing Utility in place is not feasible or not allowed, or which is required to be removed in order to accommodate or permit construction of the Project.                                                                                                                                                                                   |
| Request for Change Order (RCO)      | A Contractor-initiated request for a change order under Book 1, Section 13.4.3.                                                                                                                                                                                                                                                                                                                                         |
| Request for Change Proposal (RCP)   | A proposal issued by the City under Book 1, Section 13.4.1.                                                                                                                                                                                                                                                                                                                                                             |
| Request for Proposals               | The Request for Proposals for this Design-Build Project, including all addenda thereto.                                                                                                                                                                                                                                                                                                                                 |
| Review Documents                    | Review Documents shall be incomplete or partial Released for Construction Documents that are being used by the Contractor during its design review process.                                                                                                                                                                                                                                                             |
| Revised Baseline Schedule           | The Revised Baseline Schedule is defined as the Original Baseline Schedule with cost and schedule changes from Approved Change Orders, including Work Orders that became Change Orders, incorporated.                                                                                                                                                                                                                   |
| Right of Way (ROW)                  | Land acquired by the City for the construction and maintenance of a Roadway, including fee simple title, temporary easements, utility easements, permanent easements, etc.                                                                                                                                                                                                                                              |
| Road                                | A general term denoting a public way for purposes of vehicular travel, including the entire area within the ROW.                                                                                                                                                                                                                                                                                                        |
| Roadbed                             | The graded portion of a Roadway between the outside Shoulder lines, including the base course, Surface Course, Shoulders and Median.                                                                                                                                                                                                                                                                                    |

| DEFINITIONS                     |                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Term                            | Meaning                                                                                                                                                                                                                                                                                                                                                                                                           |
| Roadbed Material                | Material in cuts, embankments, and in embankment foundations from the Subgrade down that supports the pavement structure.                                                                                                                                                                                                                                                                                         |
| Roadside                        | A general term denoting the area adjoining the outer edge of the Roadway. Extensive areas between the Roadways of a Divided Highway may also be considered Roadside.                                                                                                                                                                                                                                              |
| Roadside Development            | Those items necessary for the preservation of landscape Materials and features. The Rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers. Suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the Roadway.                                         |
| Roadway                         | The portion of a Highway within the limits of construction, including bridges and other Structures.                                                                                                                                                                                                                                                                                                               |
| Routine Maintenance Activity    | The type of Work performed on a routine; (e.g., daily or weekly) basis to maintain the Roadway surfaces, Shoulders, Roadsides, facilities, and Structures; such as litter pickup, graffiti Removal, and vegetation control.                                                                                                                                                                                       |
| ROW Plans                       | The plans developed by the City in accordance with Book 2 Section 8.                                                                                                                                                                                                                                                                                                                                              |
| Safety Management Plan          | The plan provided by the Contractor and Approved by the City as described in Book 2, Section 20.                                                                                                                                                                                                                                                                                                                  |
| Salvable Material               | Material that can be saved or salvaged. Unless otherwise specified in the Contract, all Salvable Material shall become the property of the Contractor.                                                                                                                                                                                                                                                            |
| Second Notice to Proceed (NTP2) | A written Notice issued by the City to the Contractor to proceed with the remainder of the Work on the date specified therein.                                                                                                                                                                                                                                                                                    |
| Service Line                    | As related to Utilities, a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system. (The term "Service Line" also includes any Utility on public or private property that services Structures located on such property.) |
| Shall or shall                  | When used in the Contract Documents, states a mandatory duty on the part of the Contractor.                                                                                                                                                                                                                                                                                                                       |
| Shop Drawings                   | A general term that includes drawings, diagrams, illustrations, samples, schedules, calculations, and other data, which provide details of the construction of the Work and details to be used by the Engineer for inspection.                                                                                                                                                                                    |
| Shoulder                        | The portion of the Roadway contiguous with the Traveled Way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and Surface Courses.                                                                                                                                                                                                                                        |

| DEFINITIONS                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Sidewalk                                            | That portion of the Roadway constructed for pedestrian use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Site                                                | The parcels of ROW identified on the ROW drawings or upon which the Project is to be constructed and installed as well as all other areas in the vicinity used by the Contractor for construction Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Small Business Concern                              | A small business concern, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, means a small business as defined pursuant to the Small Business Act, 13 CFR §121.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Socially and Economically Disadvantaged Individuals | Persons who are citizens or lawful permanent residents of the U.S. and who are: i) Any individual whom the MRCC finds to be a socially and economically disadvantaged individual on a case-by-case basis. ii) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged: (1) Native Americans – Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; or (2) Asian- Pacific Americans – Persons having origins from Japan, China, Taiwan, Korea, Burma, Vietnam, Laos, Cambodia, Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Territories of the Pacific Islands, the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong; or (3) Hispanic Americans – Persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race; or (4) Black Americans – Persons having origins in any of the Black racial groups of Africa; or (5) Subcontinent Asian Americans – Persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; or (6) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration, at such times as the Small Business Administration designation becomes effective; or (7) Women. |
| Specialty Item                                      | Work requiring highly specialized knowledge, abilities, or Equipment not ordinarily available in the type of contracting organization qualified and expected to bid on the Contract as a whole, and generally limited to minor components of the overall Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Stakeholder                                         | An individual or group whose interests may be impacted similarly (whether real or perceived) by the construction of the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Stabilization                                       | Modification of soils or aggregates by incorporating Materials that increase load bearing capacity, firmness, and resistance to weathering or displacement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| DEFINITIONS                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Term                                  | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Standards of the Industry             | Practices, procedures, methods and standards that: (i) are consistent with current industry practices established for, or employed by, leading participants in the design, construction, operation, and maintenance industries; (ii) comply with Applicable Laws and applicable industry underwriters' and the fire and life safety codes and standards; and (iii) promote reliability, efficiency, safety, and security. Standards of the Industry include, without limitation, taking reasonable steps to assure that sufficient personnel are employed and available to perform the Work and that such personnel are adequately skilled, experienced, and trained to design, construct, install, operate, and maintain the Work properly and efficiently, and that appropriate coordination, monitoring, and testing is performed to assure that all elements of the Work are designed, constructed, and installed so as to function as required by the Contract Documents. |
| State                                 | The State of Missouri, acting by and through the Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Stipend                               | The Stipend for this Project shall be \$112,500 and will be provided to responsible Proposers that provide fully responsive Proposals but are not awarded the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Storm Water Pollution Prevention Plan | The Plan referred to in Book 2, Section 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Street                                | A general term denoting a public way for purposes of vehicular travel, including the entire area within the ROW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Structures                            | Bridges, Culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, soundwalls, buildings, storm drains, service pipes, underdrains, foundation drains, fences, guardrail, signs, end sections, traffic signals, light standards, and other features which may be encountered in the Work and not otherwise classified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Subbase                               | Layer(s) of specified material thickness placed on a Subgrade to support a base course.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Subcontract                           | Any Subcontract to perform any part of the Work or provide any Materials, Equipment or supplies for any part of the Work between the Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Subcontractor or Subconsultant        | Any Person or company with whom the Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further Subcontracted any part of the Work, at any tier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Subgrade                              | The top surface of a Roadbed upon which the pavement structure, Shoulders, and curbs are constructed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Subgrade Treatment                    | Modification of Roadbed Material by Stabilization.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



| DEFINITIONS           |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                  | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Substructure          | That part of a bridge structure below the bearings of simple and continuous spans; all buttresses and piers below the skewbacks of arches; all parts of rigid frames, or integral bents below tops of footings or tops of caissons; and also, all parts of the abutments, backwalls and wingwalls, except handrails and handrail posts.                                                                                                       |
| Superintendent        | The Contractor's authorized employee responsible for the construction Work related to the Project.                                                                                                                                                                                                                                                                                                                                            |
| Superstructure        | All parts of a bridge structure not defined as Substructure.                                                                                                                                                                                                                                                                                                                                                                                  |
| Supplier              | Any Person other than employees of the Contractor not performing Work at the Site that supplies machinery, Equipment, Materials or systems to the Contractor or any Subcontractor in connection with the performance of the Work; Persons who merely transport, pick up, deliver, or carry Materials, personnel, parts, or Equipment or any other items or Persons to or from the Site shall not be deemed to be performing Work at the Site. |
| Surety                | A corporate body duly authorized to do business in the State of Missouri, and which has issued one or more of the Payment and Performance Bonds.                                                                                                                                                                                                                                                                                              |
| Surface Course        | One or more layers of a Pavement Structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called the "Wearing Course."                                                                                                                                                                                            |
| Technical Criteria    | The Performance Requirements described in Books 2, 3 and 4 that establishes the minimum acceptable standards of quality, Materials, and performance for the Work, and which will be used as a basis for reviews, and as a basis for Final Acceptance.                                                                                                                                                                                         |
| Technical Proposals   | The Technical Proposal Discussions and the Proposal and Price Allocation, as described in the Instructions to Proposers.                                                                                                                                                                                                                                                                                                                      |
| Temporary Structures  | Structures required for the use of traffic while construction is in progress and not designated to remain a part of the permanent Roadway.                                                                                                                                                                                                                                                                                                    |
| Test                  | The procedure and method of acquiring and recording physical data and comparing it to set standards and submitting a statement to such conditions or operations as will lead to its Acceptance or rejection (deficiency, Defective Condition, Nonconformance) of the item.                                                                                                                                                                    |
| Test-Based Acceptance | Acceptance based on each Test meeting minimum requirements.                                                                                                                                                                                                                                                                                                                                                                                   |
| Test Procedure        | Methods that detail the practice of acquiring the Test data.                                                                                                                                                                                                                                                                                                                                                                                  |
| Through Traffic       | Traffic that has neither its origin nor its destination within the limits of the Project.                                                                                                                                                                                                                                                                                                                                                     |
| Traffic Control Plan  | The plan described in Book 2, Section 17.                                                                                                                                                                                                                                                                                                                                                                                                     |
| Traveled Way          | The portion of the Roadway for the movement of vehicles, exclusive of Shoulders and Auxiliary lanes.                                                                                                                                                                                                                                                                                                                                          |

| DEFINITIONS                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                                               | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Unit Price                                         | Unit Prices shall be deemed to include all costs for labor, material, overhead and profit, and shall not be subject to change regardless of any change in the estimated quantities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| United States Department of Transportation (USDOT) | United States Department of Transportation or any executive department or agency thereof, or as the context may require, the USDOT Secretary or other Person who may at the time be acting in the capacity of Secretary, or an authorized representative or any other Person otherwise authorized to perform the functions to be performed hereunder by USDOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| USA                                                | Any of the 50 states, the District of Columbia, Puerto Rico and any other territories and possessions of the United States of America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Utility or utility                                 | (i) A privately, publicly or cooperatively owned line, facility and/or system for producing, transmitting or distributing communications, power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, signal systems and other products that directly or indirectly serve the public; and/or (ii) a privately owned irrigation facility. The necessary appurtenances to each utility facility shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line. The term "Utility" is sometimes also used to refer to the owner or operator of any such line, facility and/or system (a "Utility Owner"). The term "Utility" shall specifically exclude existing storm water facilities, traffic signals and Street lights, without regard to whether or not such items are included in the definition of "Utility" in the MUAs. |
| Utility Agreement                                  | A MUA and/or a Work Order, and other agreements entered into with Utility Owners in Book 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| DEFINITIONS                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                                     | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Utility Delay                            | Any failure by a Utility Owner to meet any time parameters for performance by such Utility Owner which are set forth in the applicable Work Order, which failure by the Utility Owner delays the Critical Path so as to impair the Contractor's ability to meet a Completion Deadline; provided, however, that: (i) to the extent that such failure is excused under a "force majeure" provision in the applicable MUA or in the Work Order, such failure shall not be the basis for calculating a Utility Delay against the Utility Owner; however, the Contractor shall be entitled to an extension of any Completion Deadline(s), (ii) once the Contractor has issued a Design Acceptance Letter for a particular Utility-Owner furnished design pursuant to Book 2, Section 7, any subsequent failure by such Utility Owner to meet the time parameters in the applicable Work Order resulting from any failure of such design to comply with the requirements of Book 2, Section 7 shall not constitute a Utility Delay, and (iii) once the Contractor has issued a Construction Inspection Acceptance Letter for construction by a particular Utility Owner pursuant to Book 2, Section 7, any subsequent failure by such Utility Owner to meet the time parameters in the applicable Work Order resulting from any failure of such construction to comply with the requirements of Book 2, Section 7 shall not constitute a Utility Delay. Any time parameters set forth in a MUA shall not be the basis for calculating a Utility Delay. Time extensions as related to Utility Delays are described in Book 1 Section 6.2. |
| Utility Easements                        | All permanent easements and/or other permanent interests in real property owned by Utility Owners in connection with existing Utilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Utility Information Sheet (UIS)          | A form, completed prior to NTP1 for each Utility impacted by the Project, which documents the existing condition of such Utility and a preliminary Relocation recommendation to mitigate the potential conflict. The UISs are found in Book 5, Utilities. The information was prepared by the City in cooperation with the Utility Owner. The form was signed by the City and the Utility Owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Utility Owner                            | The owner or operator of any Utility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Utility Owner Identification Number      | The number that has been assigned to each Utility Owner on the UISs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Utility Relocation Plans                 | The design plans for Relocation of a Utility impacted by the Project to be prepared by the Contractor or the Utility Owner, as determined pursuant to Book 2, Section 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Utility Tracking Report                  | A City report summarizing Utility conflicts, as shown on the UISs, for all Utility Owners within the ROW, found in Book 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Utility Work                             | The meaning set forth in Book 2, Section 7.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Value Engineering Change Proposal (VECP) | The meaning set forth in the Book 1, Section 13.3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Verification/Verify                      | The act of testing or inspecting performed by qualified testing or inspecting personnel employed by the City or its designated agent to independently establish Conformity to the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| DEFINITIONS                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                           | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Vision Message                 | The Project message communicated by the City Public Information Team, which will include the overall goals, strategies, direction, and philosophy of the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Warranty                       | Any Warranty by the Contractor in Book 1, Section 21.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Wheel Path                     | Wheel Paths are the two sections of each through-traffic lane that bear the wheel loading. The center of each Wheel Path is located 3 feet from the center of the lane; each Wheel Path is 2 feet wide.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Will or will                   | When used in the Contract Documents, states a mandatory duty on the part of the Engineer or on the part of both the City and the Contractor, which is indicated by the context of use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Work                           | All duties and services to be furnished and provided by Contractor as required by the Contract Documents, including the administrative, design, engineering, quality control, quality assurance, Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, Verification, labor, Materials, Equipment, documentation and other efforts necessary or appropriate to achieve Final Acceptance except for those efforts which the Contract Documents specify will be performed by the City or other Persons. In certain cases the term is also used to mean the products of the Work. |
| Work Breakdown Structure       | The meaning set forth in Book 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Work Order                     | An ordering agreement (as the same may be amended from time to time) among the City, a Utility Owner and the Contractor, providing detailed information and terms relating to the Relocation of a particular Utility, which is executed pursuant to a MUA.                                                                                                                                                                                                                                                                                                                                                                                                 |
| Written Permission of the City | A letter signed by the authorized representative of the City granting specific permission and outlining limitations of the permission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## APPENDIX B – Federal Requirements

1. General. The Work will be financed in whole or in part with Federal funds, and the Contractor shall observe the federal laws, rules and regulations applicable to Persons, which are so funded, including the requirements set forth in this Appendix and all documents linked hereto.
2. Federal Aid Participation. The Work shall be subject to the Inspection of the proper officials of the United States Government. Inspections made by authorized Federal representatives shall not make the United States Government a party to this Contract and will not interfere with the rights of the Contract parties.
3. FHWA Buy America Requirements:
  - A. FHWA Federal-aid Projects are subject to 23 CFR § 635.410, Buy America requirements.
  - B. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

"Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the Project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Missouri Standard Specifications for Highway Construction, Sec 1000.

Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the Project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this Project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the Project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification



prior to incorporation into the Project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

Any minor miscellaneous steel or iron items that are not included in the Missouri Standard Specifications for Highway Construction, Sec 1000, shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for signposts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this Project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

4. Convict Produced Materials:

A. FHWA Federal-aid Projects are subject to 23 CFR § 635.417, Convict produced Materials.

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid Highway construction Project if such Materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison; or (ii) produced in a prison facility in which convicts, during the 12 month period ending July 1, 1987, produced Materials for use in Federal aid Highway construction Persons, and the cumulative annual production amount of such Materials for use in Federal aid Highway construction does not exceed the amount of such Materials produced in such facility for use in Federal aid Highway construction during the 12 month period ending July 1, 1987.

5. Performance of Previous Contract: In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions contained in FHWA Form 1273 (Appendix F), the Contractor shall comply with the following:

The Contractor has executed the "Certification of Compliance with EEO Clause Requirements" Form DB-410 located in the proposal. No request for Subcontracting any portion of the Contract in excess of \$10,000 will be considered under Section VII of the required contract provisions contained in FHWA Form 1273 unless such request is accompanied by the form of Certification referred to above, executed by the proposed Subcontractor.

#### FEDERAL PROVISIONS:

(All documents linked below are incorporated into Book 1 Appendix B, Federal Requirements)

Trainee Notification (Form OJT-1)

[https://www.modot.org/sites/default/files/documents/OJT\\_1\\_Trainee\\_Notification.pdf](https://www.modot.org/sites/default/files/documents/OJT_1_Trainee_Notification.pdf)

Contractor Monthly Trainee Report (Form OJT-2)

[https://www.modot.org/sites/default/files/documents/OJT\\_2\\_Contractor\\_Monthly\\_Trainee\\_Report.pdf](https://www.modot.org/sites/default/files/documents/OJT_2_Contractor_Monthly_Trainee_Report.pdf)

Training Completion Report (Form OJT-3)

[https://www.modot.org/sites/default/files/documents/OJT\\_3\\_Training\\_Completion.pdf](https://www.modot.org/sites/default/files/documents/OJT_3_Training_Completion.pdf)

Trainee Contact (Form OJT-4)

[https://www.modot.org/sites/default/files/documents/OJT-4\\_Trainee\\_Contact.pdf](https://www.modot.org/sites/default/files/documents/OJT-4_Trainee_Contact.pdf)

## APPENDIX C – DBE Program

The Disadvantaged Business Enterprise (DBE) goals for this Project are: 10% Construction Activities 12% Professional Services

### 1. Policy Statement

It is the policy of the City of Springfield (City) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, and other small businesses shall have an equal opportunity to participate in the performance of Design-Build Contracts financed in whole or in part with Federal funds. The City of Springfield, Missouri and its contractors will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

A Contract, for purposes of Appendix C, means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

For the purposes of Appendix C, a Subcontracting arrangement is generally considered to exist when a Person or firm assumes an obligation to perform a part of the Contract Work and the following conditions are present:

- i) The Person or firm performing the Work is particularly experienced and equipped for such Work
- ii) Compensation is related to the amount of Work accomplished rather than being on an hourly basis.
- iii) Choice of Work methods, except as restricted by the specifications, and the furnishing and controlling of labor and Equipment are exercised by the Subcontractor with only general supervision being executed by the prime Contractor.
- iv) Personnel involved in the operation are under the direct supervision of the Subcontractor and are included on the Subcontractor's payroll.
- v) All conditions involved shall be considered and no one condition alone will normally determine whether a Subcontract actually exists. In all cases, a DBE Subcontractor must be an independent organization, and the ownership and control by the socially and economically disadvantaged individual(s) must be real and continuing. The firm will not be considered independent if prime Contractor or another Subcontractor or Supplier provides significant operating and management support for the DBE firm.

City desires to maximize the opportunity for DBE firms certified in the state to participate in this Project funded by the City. The City also desires to make it easier for Contractors bidding on the Project to locate and provide sufficient certified DBE firms to achieve the DBE goal set by City.

The Contractor shall be entitled to use the DBE firms certified by the Missouri Regional Certification Committee (MRCC), to fulfill the DBE goals established by City.

It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory is at the following web site:

## 2. Contractor Assurances

The Contractor will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of its Subcontracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in termination of the Contract or such other remedy as the City deems appropriate.

The Contractor agrees to ensure that DBEs have a full and equal opportunity to participate in the performance of Contracts and Subcontracts financed in whole or in part with Federal funds. In this regard the Contractor shall take all necessary and reasonable steps in accordance with this Appendix to ensure that DBEs have an equal opportunity to compete for and perform Work on Contracts. **The Contractor shall ensure that this Appendix is included, in its entirety, in all Subcontracts awarded on The Design-Build Project (Project).**

## 3. Bank Services

The Contractor, and each of its Subcontractors, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE credit toward the DBE goal on this Project. Any questions on this subject should be directed to the City Project Director. See Section 4 below.

## 4. DBE Program Information

DBE Program information may be obtained from the MoDOT External Civil Rights Director, 1617 Missouri Boulevard, P.O. Box 270, Jefferson City, MO 65102-0270. Phone (573) 751-2859, Fax (573) 526-0558, E-Mail [dbes@modot.mo.gov](mailto:dbes@modot.mo.gov). It is the duty of the Contractor, and each Subcontractor and Surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It is also the duty of each certified DBE firm and the Contractor to know, understand and comply with the legal obligations and limitations under the DBE Program, as a requirement of program participation. A Surety providing a bid or Contract bond will be bound by those bonds to the duties of the Surety's principal.

## 5. Individual Contract DBE Goals

The Contractor shall establish individual Contract DBE goals as appropriate for each Subcontract, or consultant, Subconsultant, regular dealer, and service provider agreements in amounts to ensure that the Contract DBE goal is met or exceeded. The City will monitor the Contractor's Activities to determine if they are conducted in a manner consistent with the requirements of 49 CFR Part 26, the Contract requirements and the Contractor's DBE Plan. The City has the right to review all Subcontracts,

consultant, Subconsultant, regular dealer, and service provider agreements for program compliance prior to or after award or selection. The City has the sole discretion to Approve or deny such DBE Subcontracts, consultant, Subconsultant, regular dealer, and service provider agreements based upon their compliance with the requirements of 49 CFR Part 26.

## 6. Submittal of Documents

The following shall be submitted:

### 6.1. Final DBE Performance Plan

The Contractor shall submit the final DBE Performance Plan for Approval within sixty Days after NTP2 of the Contract. The Contractor shall use the Draft DBE Performance Plan that was submitted as part of their proposal as starting point. The final DBE Performance Plan shall contain at a minimum, the following elements:

#### 6.1.1. DBE Goals

The plan shall set forth the Contractor's plan to meet the Project goal for DBE participation, with meaningful design and construction representation, throughout the Contract. It shall include the following information:

1. The estimated dollar amount of DBE Subcontracts to be awarded and paid for during each of Contractor's fiscal year, separately for design and construction; and
2. The areas of anticipated Work to be Subcontracted to DBE firms during each of Contractor's fiscal year.

The plan shall provide a detailed description of the scopes of Work/services anticipated throughout the life of the Project and for a uniform distribution of DBE Subcontracts and Subconsultant agreements throughout the Contract. DBE Subcontracts shall be distributed among the Work classifications on the basis of the Contractor's needs and the availability of DBE firms in the various classifications.

#### 6.1.2. DBE Commitments

The Contractor shall submit the following documentation of DBE Commitments:

1. Form DB-401 DBE Provisions (summary of DBE Contracts)
2. Form DB-402 DBE Provisions (Subcontracted Work)

##### 6.1.2.1. Subcontract Information

Whenever a DBE Subcontract is Signed the Contractor shall promptly provide the City with the following information regarding the Subcontract:

1. The name and business address of the Subcontractors.
2. The total dollar amount of the subcontract.
3. The specific Work items covered by the Subcontract.
4. The amount of the Subcontract to be credited to design or construction.



5. The estimated quantities of each Work item.
6. Individual Unit Prices (if applicable).
7. Cost loaded schedule of participation by the DBE firm.

### 6.1.3. Civil Rights Compliance Manager

The DBE Performance Plan shall provide for at least one employee or Subcontractor (the Civil Rights Compliance Manager), who has a bachelor's degree in business administration, public administration or related field, and is knowledgeable and has at least four years of experience in the areas of civil rights compliance, including Contract compliance, DBE administration and OJT administration, or who has other substantially equal qualifications Approved by the City. The responsibilities of the Civil Rights Compliance Manager shall include managing and implementing the DBE Performance Plan, and ensuring compliance with 49 CFR, Part 26, the Plan and with the nondiscrimination provisions set forth in the Standard Federal Equal Opportunity Construction Contract Specification, and the On-the Job Training Provision, both of which are included in Appendix B, Federal Requirements, and Appendix F, FHWA 1273. The Civil Rights Compliance Manager shall be responsible for developing, managing and implementing the DBE Performance Plan on a day-to-day basis, for carrying out technical assistance activities for DBEs, and for disseminating information on available business and Subcontracting opportunities so that DBEs are provided an equitable opportunity to compete and perform the Work on behalf of the Contractor. The Civil Rights Compliance Manager will also be responsible for day-to-day management of the Affirmative Action Requirements and On the Job Training Provision set forth in Appendix B, Federal Requirements, and Appendix F, FHWA 1273. The Civil Rights Manager will work with the City Project Director to ensure that all rules and regulations are carried out in accordance with City's DBE requirements and the federal regulations. All DBE participation will be reviewed and Approved by the City prior to being counted towards the Project DBE goal.

### 6.1.4. DBE Outreach Program

Describe in detail the processes Contractor will use to achieve the following:

1. Develop a proactive outreach program for DBEs;
2. Assist DBEs in identifying Subcontracting opportunities on the Project, and assist Subcontractors in identifying concerns for their specific Subcontracting needs;
3. Provide for financial assistance for DBEs, in cooperation with any existing City or MoDOT programs;
4. Provide for training for DBEs, and coordinate with City and MoDOT's External Civil Rights Division on training matters;
5. Provide technical business assistance for DBEs; and

6. Work cooperatively with City, including the obligation to forward to the City any complaints received regarding the Contractor's DBE Program.
7. Mentor Protégé Development Plan can be included as part of the DBE Performance Plan. Any Mentor Protégé Development Plan must be approved by the Mentor Protégé Oversight Committee. The following links provide additional information:

<https://www.modot.org/sites/default/files/documents/ecr/ecr/documents/modotmentorprotegeprogram-finalrevision-06-17-2014.pdf>

<https://www.modot.org/sites/default/files/documents/ecr/ecr/documents/mentorapplication.pdf>

<https://www.modot.org/sites/default/files/documents/ecr/ecr/documents/modotprotegeapplication-revised.pdf>

## 6.2. Monthly DBE Progress Reports

The Contractor shall keep records regarding the progress of DBE participation. The Contractor shall provide DBE progress reports to the City simultaneously with its monthly invoice, *(and at more frequent intervals if requested by the City)*, including the following information for each DBE Subcontract separately for design and construction:

- A. The name of the DBE Subcontractor.
- B. Dollar amount of the Subcontract.
- C. Quantities (or other measure of performance) completed as of the month just ended.
- D. Dollar amount paid under the Subcontract as of the end of the month (separately stating the amount paid during the month in question with a cumulative total for the month and all prior periods).
- E. Dollar amount retained, if any, as of the end of the month.
- F. Certification of release of retainage, if any, to Subcontractors within a month after the Subcontractor's satisfactory completion of the Work.
- G. Certification of payment to Subcontractors within one month of Contractor's receipt of payment from the City in accordance with Section 34.057, RSMo.
- H. Dollar amount of outstanding invoices and of uncompleted Work remaining on the Subcontract.
- I. Expected completion date of Subcontract.
- J. Any performance problems with DBE Subcontractors and how the problems were resolved.
- K. The report shall also include a narrative summary stating whether the Contractor is on target with respect to its DBE goals, whether it has exceeded its goals (and stating the amount of the excess), or whether it is behind (and stating the amount of the deficit).
- L. If a monthly report shows that the Contractor is not on track to achieve the DBE goals stated in the DBE Performance Plan, the Contractor shall

provide with the report a written plan to remedy the deficit to be Approved by the City. The Contractor shall submit a revised plan within ten (10) working Days if the plan is not Approved. The Contractor shall also provide with the report a certification in the form of an affidavit, documenting what good faith efforts it undertook to meet the goals and what good faith efforts it will make in the future to do so. Specific documentary evidence of the Contractor's good faith efforts must accompany such certificate.

## 6.3. Good Faith Efforts

If the Contractor's Monthly DBE Utilization Reports indicate that the DBE Goal is not on track to being met, the Contractor shall also submit completed copies Form DB- 403 – DBE Provisions (Summary of Quotes) and Form DB-404 – DBE Provisions (Good Faith Effort) as described below on an annual basis from the date of Approval of its Final DBE Performance Plan.

1. Form DB-403 – DBE Provisions (Summary of Quotes), providing information on all DBE and non-DBE firms that submitted a bid/proposal for the Project, and the firms being used on the Project as Contractors, Subcontractors, consultants, Subconsultants, Suppliers or service providers. **This form is not required if the Contractor is on track to meet the DBE Goal for this Contract and provided 100% Commitments for professional services and construction.**
2. Form DB-404 - DBE (Good Faith Efforts) showing the good faith efforts that the Contractor has made to provide equal opportunities to DBE firms, and including a certification on behalf of the Contractor and its Subcontractors and Subconsultants the Contractor has made a Good Faith Effort to ensure that DBEs have an equal opportunity to compete for and perform on the Contract. **This form is not required if the Contractor is on track to meet the DBE Goal for this Contract and provided 100% Commitments for professional services and construction.**

### 6.3.1. Continued Good Faith Efforts

During the term of the Contract, the Contractor shall continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully bid and perform on the Contract, and that the Contractor meets its DBE goal. These efforts shall include but not be limited to the following:

1. Negotiating in good faith to secure a Contract, Subcontract, Consultant, Subconsultant, Supply or Service Provider agreement with DBEs whether or not committed to prior to Contract award;
2. Continuing to provide assistance to DBE Contractors, Subcontractors, Consultants, Subconsultants, Suppliers or Service Providers in obtaining bonding, lines of credit, etc., if required by the Contract;
3. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting the City's statement of no objection to substitute the DBE;
4. Timely payment of all monies due and owing to DBE Contractors, Subcontractors, consultants, Subconsultants, Suppliers and service

providers;

5. Timely submittal of complete and accurate DBE payment reports in accordance with the reporting requirements specified in the Contract herein;
6. Timely submittal of "Good Faith Efforts" information and documentation to the City throughout the Contract, as Contracts are let and new vendors, Subcontractors, Subconsultants, Suppliers and service providers are selected;
7. Informing the City in writing in a timely manner of any problems anticipated in attaining the DBE participation goal for the Project; and
8. If the Contractor or its Contractor, Subcontractor, consultant, Subconsultant, Supplier, or service provider requests a substitution of a DBE firm, the Contractor or its Contractor, Subcontractor, consultant, Subconsultant, Supplier or service provider must exert good faith efforts to replace the DBE firm with another DBE firm, and must include all documentation to substantiate its good faith efforts, subject to the City's statement of no objection.

## 7. Counting DBE Participation Toward Goals

The City will recognize and grant DBE credit for Work Subcontracted and performed by DBE Subcontractors ONLY in the types of Work for which DBE certification has been granted. It is recommended that the Contractor contact the MoDOT External Civil Rights Director referred to in Section 4 above if they need direction and guidance, or if they have any questions.

For the purposes of Appendix C DBE joint venture means an association of a DBE firm and one or more other firms formed to carry out a single, for-profit business enterprise for which purpose the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the Work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. DBE Joint Ventures must be pre-Approved by the MoDOT External Civil Rights Director.

The Contractor may count toward the DBE goals a portion of the total dollar value of the Contract with a DBE joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture and commensurate with the Work performed by the DBE firm with its own Equipment and resources.

The Contractor may count toward the DBE goals only expenditures to a DBE that performs a commercially useful function in the Work pursuant to a Contract, as defined in 49 CFR § 26.55. If the City determines, in its sole discretion, that the firm does not perform a commercially useful function in the transaction, no credit toward goals shall be granted. Contractor's civil rights compliance manager shall certify to the City that each DBE firm counted for participation in determining availability percentages serves a commercially useful function, which includes the requirements set forth in 49 CFR § 26.55. Upon request by the City, Contractor shall provide information to enable the City to Verify such determination.

The Contractor may count toward the DBE goals expenditures to all tiers of DBE

### Subcontracts.

The Contractor may count toward the Contract goal expenditures for Materials and supplies obtained from DBE Suppliers and manufacturers, provided that the DBE assumes the actual and Contractual responsibility for the provision of the Materials and supplies.

- a. DBE Manufacturers. The Contractor may count the entire expenditure to a DBE manufacturer (i.e., a Supplier that produces goods from raw Materials or substantially alters them before resale).
- b. Other Suppliers. The Contractor may count 60 percent of their expenditure to DBE Suppliers who are not manufacturers, provided the DBE Supplier is certified by the MRCC as a regular dealer in the product involved and performs a commercially useful function in the supply process.

A regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the Materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question.

A Supplier of bulk goods may qualify as a regular dealer if the Supplier either maintains an inventory or owns or operates distribution Equipment. With respect to the distribution Equipment (e.g., a fleet of trucks) the term "or operates" is intended to cover a situation in which the Supplier leases the Equipment on a regular basis for its entire business. It is not intended to cover trucks owned or leased by another party (e.g., a prime Contractor). It also does not cover leases of trucks on an ad hoc basis for a specific job.

- c. Service Providers/Brokers. A business that simply transfers title of a product from manufacturer to ultimate purchaser or a firm that puts a product into a container for delivery would not be considered a regular dealer. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

However, fees received by a service provider/broker may be counted toward goals. For example, use of a minority sales representative or distributor for a steel company, if performing a commercially useful function, will entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward their Contract goal. No portion of the steel would count toward the goal.

If a DBE trucking company picks up a product from a manufacturer or regular dealer and delivers the product to the Contractor, the commercially useful function the trucking company is performing is not that of a Supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer of or a regular dealer in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service only.

The Contractor can only count DBEs who are certified by the MRCC at the time the Subcontractor begins to perform Work on the Project. The Contractor may count toward the Contract goal expenditures to a DBE Subcontractor if, during the term of the original Subcontract or during the term of a change order extending the original Contract for Work within the scope of the original Subcontract, the DBE graduates from the DBE



program.

The Contractor shall maintain records of payments to DBE Subcontractors listing all DBEs that worked under this.

## 8. Contractor's Responsibility

It is the Contractor's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE Subcontractor. The Contractor shall ascertain that the proposed DBE Subcontractor is particularly experienced and equipped for such Work. It is also the Contractor's responsibility to ensure that if a DBE firm is Subcontracting Work to a non-DBE firm, that only the Work performed by the DBE firm with its own Equipment and resources be submitted for Approval to be counted towards the Project DBE goal.

## 9. Changes and Substitutions

Any change in previously identified DBE firms, or any reduction in the scope of Work to be performed by a DBE firm, or any change in or variance from the Approved DBE Performance Plan, will require the City's prior written Approval.

The Contractor may propose a substitution of a DBE Subcontractor who is unable to perform successfully. However, substitutions of any DBE Subcontractor(s), reductions in scope for DBE Subcontracts, substitution of Work item(s), or decreases of total dollar amount(s) committed to DBE Subcontracts will not be allowed without prior submission of written justification to the City and Approval of the City.

The Contractor shall submit any substitutions using the DBE Substitution Form located on MoDOT's ECR webpage:

[https://www.modot.org/sites/default/files/documents/DBE\\_Substitution\\_Form%20.pdf](https://www.modot.org/sites/default/files/documents/DBE_Substitution_Form%20.pdf)

The Contractor shall make good faith efforts to replace any DBE Subcontractor who fails to perform its obligations with another DBE.

Unauthorized substitutions and/or under-runs in total dollar amounts may result in a withholding of part or all of progress payments as described Section 10.

## 10. Contract Sanctions

Noncompliance with any of the provisions of the Contract Documents is a material breach of this Contract. Noncompliance shall result in one or more of the following remedies:

- a. If the Contractor fails to provide documentation required by this Appendix, the City shall have the discretion to withhold all or part of the monthly progress payments until such time that the Contractor provides the required documentation. The amount withheld shall be within the sole discretion of the City.
- b. If the Contractor fails to comply with its DBE Performance Plan or with the requirements of this Appendix in any other manner, the City shall have the discretion to withhold all or part of the monthly progress payments until such time that the Contractor comes into Compliance. The amount withheld shall be within the discretion of the City.
- c. Failure on the part of the Contractor to achieve the DBE participation goal may result in Liquidated Damages for breach of Contract and non-compliance. If it is determined by the City that the Contractor's failure to meet all or part of the DBE participation goal is due to the Contractor's inadequate good faith efforts, the Contractor may be required to pay DBE Liquidated Damages equal to the amount of the unmet goal.

## APPENDIX D – City’s Design-Build Workforce Program

The Federal standards of 2.0% minorities per trade and 6.9% women per trade shall be the Contract goals for all counties in this Project. These workforce goals are determined by the U.S. Department of Labor for construction and professional services.

The workforce goals will be applied to professional services to the cumulative effort of the Contractor, Consultants, Subcontractors, and Subconsultants as a whole broken down by gender and ethnicity.

The workforce goals for construction will be applied per craft broken down by gender and ethnicity.

### 1. Workforce Diversity Policies

Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete design-build contracts. These federal contract workforce goals are described in Section 7. These goals are included in all City federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

The Federal workforce requirement (Table D1 in Section 7) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute City’s Design-Build Workforce Program (Program).

This provision does not require pre-qualification nor is it a condition of award.

The Program does not eliminate or limit any actions the US DOL may take in relation to this contract’s federal provisions.

The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job Training (OJT) provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

Contractor, for the purpose of this provision, means the prime Contractor and any and all Subcontractors.

It is expected that the awarded Contractor’s aggregate construction and professional services workforce on the Project meets or exceeds the workforce goals of minority and female residents in the county(s) where the work is to occur.

When the aggregate of the Contractor’s and all the Subcontractors’ existing construction and professional services workforce meets or exceeds the Contract goals, the OJT goal (Appendix E) as part of the Contract will not be applicable. The goals shall be maintained for the life of the Project. If at any time during the life of the Project the workforce goal is not being met, then the OJT goal (Appendix E) will become effective, and goals of the OJT program will be required to be met in whole.

## 2. Contractor's Workforce Development Plan

The Contractor shall submit their Workforce Plan related to the Project goals prior to NTP2. The Contractor shall submit workforce data in one of the following ways: (1) a company-wide employment data report that includes the prime Contractor's company-wide workforce and the anticipated Project workforce of all the Subcontractors that will be working on the Project; or (2) the prime Contractor can submit the anticipated workforce that will be utilized on the Project including the prime and Subcontractor(s) workforces on the Project. The workforce data shall include the prime and all Subcontractors' workforces. One report shall be submitted for the Project that shall include the cumulative workforce of the prime and Subcontractor(s). City will provide the Contractor with comments regarding their Workforce Plan prior to NTP1.

The Contractor's workforce plan (either company-wide or Project specific approach) may include existing construction support and professional services staff.

### 2.1. Workforce Development Plan Instructions

At a minimum, the Plan shall include the following items:

1. The identified Stakeholders and the strategies and tactics to reach workforce utilization for construction and professional services.
2. Identify the strategy to start the Project with a diverse workforce for both construction and professional services.
3. Strategies for meeting and/or exceeding the federal standards of for minorities per trade and women goals per trade.
4. Approach to hiring and retaining graduates of pre-apprentice and apprenticeship training programs who are minorities, women, or economically disadvantaged individuals.
5. Commitment to providing necessary documentation for trainees to be accepted into the apprentice program.
6. Approach to maximizing relationships with pre-apprenticeship and apprenticeship programs and hiring agencies.
7. Approach to incorporating diversity and sensitivity training to reduce and eventually eliminate harassment and other barriers.
8. Strategies to maintain a diverse workforce for both construction and professional services throughout the duration of the Project.

### 3. Required Project Documentation

The Contractor must submit the following documents when awarded the contract:

#### 3.1. Monthly Cumulative Workforce Utilization Reports

This report is contract specific. Two cumulative reports shall be submitted to the City with each invoice submittal. The first report will be used to report the Contractor's own workforce compliance data for construction and professional services with regard to the City's design-build contract. The second report will be used to report consolidated workforce compliance data for construction and professional services of the prime and all Subcontractors retained by the Contractor on the City's design-build contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity for construction and shall include the cumulative hours of the professional services staff broken down by gender and ethnicity. The report will include a cumulative workforce for the Project to date as well as the previous report's data.

#### 3.2. Annual Workforce Utilization Report - Federal-Aid Highway Construction Contractors Annual EEO Report (FHWA Form 1391)

This report is not contract specific. It is used to report on the utilization of females and minorities, by craft, per Project. The report (Form PR-1391) "Federal-aid Highway Construction Contractors Annual EEO Report", must be submitted to City by the 1st of September with data from the last working week on the Project during the month of July. The reporting shall include the number of individuals per each craft broken down by gender and ethnicity on Project. The report will be used to report the Contractor's own workforce compliance data for construction and professional services with regard to the Project. The Contractor shall be responsible for ensuring that Subcontractors also submit this report annually.

#### 3.3. Final Cumulative Report - Submittal Required for Final Contract Payment

A final City Project Cumulative Workforce Utilization report shall serve as the final report and must be submitted before final payment will be made. The report shall include the workforce hours and number of individuals per each craft broken down by gender and ethnicity for construction and shall include the cumulative hours of the professional services staff broken down by gender and ethnicity for the Project from NTP1 to Final Acceptance. The Contractor shall note the submittal of the final reports by notation entitled "Final Cumulative Report."



## 4. Methods for Securing Workforce Participation and Good Faith Efforts

By submitting a Proposal, the Contractor agrees, as a material term of the Contract, to carry out City's Design-Build Workforce Program by making good faith efforts to utilize minority and female workers on the Contractor's job sites to the fullest extent consistent. The Contractor shall agree that the Program is incorporated into this document and agree to follow the Program. If the Contractor is unable to meet or exceed workforce goals at the time of Proposal, it shall be required to objectively demonstrate to City at the conclusion of the Project that the goals have been met or demonstrate a good faith effort has been made, or otherwise be subject to additional provisions included in this specification.

The Contractor's attention is directed to TABLE D2, Section 7 – Missouri Workforce Data as an aid in its workforce planning and good faith efforts to meet the contract provisions. Table D2 represents the minority and female workers as determined by the 2010 Census Equal Employment Opportunity (EEO) Tabulation Detailed Census Occupation by Sex and Race/Ethnicity by Residence Geography Civilian Labor Force 16 years and over.

### 4.1. Good Faith Effort Determination

If the Contractor is unable to secure minority and female participation to meet or exceed the construction and professional services workforce goals of the contract, the Contractor shall be required to make good faith efforts to achieve the Program goals. The request to accept good faith efforts shall include documentation to prove that the Contractor has made good faith efforts to meet the goal(s).

City will examine the Contractor's request and documentation of good faith efforts. City, through consultation with MoDOT's External Civil Rights (ECR) Division, may determine that the Contractor has demonstrated that good faith efforts to secure minority and female participation have been made.

In evaluating good faith efforts, the ECR Division will take into consideration the affirmative actions listed in Appendix D, Section 6 Federal Provisions (including provisions of Executive Order 11246).

City's Program allows the Contractor flexibility to implement a Project specific workforce and/or develop a long-term company workforce that can be utilized across various areas of the state to meet the Program's goals and the Federal Provisions. Missouri's census data is provided for the Contractor's use. The Contractor's workforce shall meet or exceed the provisions of this contract; otherwise the Contractor is required to secure a good faith effort determination at the completion of the Project.

### 4.2. Example Situations and Analysis

#### 4.2.1. Example 1

In the event the Contractor's company-wide workforce exceeds the Contract's workforce goal:

Example:

Contractor's aggregate full-time company-wide construction and professional services workforce = 200 staff

Existing female staff = 20 (10%)

Existing minority staff = 30 (15%)

The Projects contract workforce goals are 6.9% for female and 14.7% minority and the contract includes a 3,000-hour training goal. The prime Contractor is not using any Subcontractors.

Analysis: Since the existing aggregate fulltime staff for female and minority utilization exceeds the contract's workforce goals, the Contractor is not required to fulfill the training provision. Also, the Contractor's aggregate construction and professional services workforce exceeds the contract's workforce goals. No training reimbursement or workforce reimbursement will be provided to the Contractor as its existing workforce meets the contract provisions for training and workforce. The Contractor will be required to verify the actual utilization of contract/aggregate workforce utilization (including Subcontracts) at the end of the specific contract; otherwise, the Contractor would still be required to secure a good faith effort determination.

#### 4.2.2. Example 2

In the event the Contractor's Project and company-wide construction and professional services workforce falls short of the Project workforce goals as noted in Table D1, this Contract provides for reimbursement of \$10.00 per hour as a remedy to the Contractor and as an aid in the long-term growth of experienced trades persons in the building of roads and bridges in Missouri.

#### 4.2.3. Example 3

In the event the Contractor's company-wide construction and professional services workforce and Project workforce falls short of the goals and the On-the-Job Training provision is included in the Contract, it is possible that the utilization of the training hours will meet the Project workforce goals. It is the Contractor's responsibility to secure a good faith effort in the event it does not meet or exceed the goals established in Table D1 at the completion of the Project.

Example: Awarded Contract = \$1,250,000 (includes 1,000 hours OJT Training goal)

Contractor's company-wide construction and professional services workforce does not meet the Project workforce goals; therefore, the training goal is applicable to the Project. (Workforce numbers are verified through the submittal of documentation of the Contractor's construction and professional services staff noting gender and ethnicity)

Contractor's total planned construction and professional staff hours to complete Project = 10,000 hrs (including Subcontracts)

Existing female employees planned = 3% (300 hrs.) Existing minority employees planned = 10% (1,000 hrs.)

Goals: 6.9% female, therefore 10,000 hrs. \* 0.069 = 690 hrs.

12.0% minority, therefore 10,000 hrs. \* 0.12 = 1,200 hrs.

Gap: 390 hrs. in female utilization 200 hrs. in minority utilization

Contractor's OJT plan is to use a minority female for 1,000 hrs.

Analysis: The Contractor's plan meets the OJT goal. The Contractor's OJT training utilization also exceeds the 590-hour workforce gap by using minority/ female workers. In addition, the Contractor would be allowed the reimbursement provided for in the OJT provision towards the 1,000 hrs. (1,000 hrs.\* dollar per hour allowed). No additional reimbursement would be allowed for the workforce provision.

#### 4.2.4. Example 4

In the event the Contractor's utilization of the training hours (if included in the Contract) is not enough to supplement any gaps in meeting the Project workforce goals, the remaining gap to meet the Project workforce goals noted in Table D1 will be provided reimbursement of \$10.00/hr. (for the gap hours only). The training provision will specify the reimbursement allowed for training. The \$10.00/hr. reimbursement for the workforce provision will be available as a remedy to the Contractor in efforts to meet the workforce goals. It is the Contractor's responsibility to secure a good faith effort in the event the workforce used does not meet or exceed the goals established in Table D1. Any workforce reimbursement will be pre- approved by City as necessitated by the Contractor's approved Project workforce utilization plan.

Example: Awarded Contract = \$1,250,000 (includes 500-hour OJT Training goal and workforce provisions)

Contractor's company-wide construction and professional services workforce does not meet the workforce goals; therefore, the training goal is applicable to the Project. Workforce numbers are verified through the submittal of the Contractor's company-wide construction and professional services staff noting gender and ethnicity.

Contractor's total planned construction and professional services hours to complete contract = 10,000 hrs.

Existing female employees planned = 3% (300 hrs.) Existing minority employees planned = 10% (1,000 hrs.)

Goals: 6.9% female, therefore  $10,000 \text{ hrs.} \times 0.069 = 690 \text{ hrs.}$

12.0 % minority, therefore  $10,000 \text{ hrs.} \times 0.12 = 1,200 \text{ hrs.}$

Gap: 390 hrs. in female utilization

200 hrs. in minority utilization

Contractor's OJT plan is to use a minority female for 500 hrs.

Analysis: The Contractor's plan meets the OJT provision and will be provided the reimbursement specified in the training provision. Since the Contractor used a minority female, the 500 hours of attained OJT training can be used towards the 590-hour gap, but there still remains a gap to attain the workforce goals. The Contractor decided to apply the 500 hours towards the 390 hours of gap in female hours and to hire a minority male carpenter for the remaining 90 hours.

## 5. Compliance

### 5.1. Compliance Determination

After completing the preliminary analysis of the data and information submitted by the Contractor towards the good faith effort determination, an on-site Project review will be performed by the City which may include, but is not limited to, conducting interviews, a physical tour of job site, an exit conference, etc.

When more than one county falls within the Project limits, the Contractor's plan will be evaluated based on its own merits prior to the NTP 2. The Contractor shall follow through on the plan and request changes from the City, if necessary.

Verification of work performed by classification and time assigned to Project operations used in the Contractor's plan shall be the responsibility of the Contractor (including Subcontracts).

All documentation and on-site information will be reviewed by the City in making a determination of whether the Contractor made sufficient good faith efforts to prove compliance with the City's Design-Build Workforce Program.

### 5.2. Corrective Actions

If the goal was not met or a good-faith effort was not approved, the Contractor shall be found in non-compliance when there is sufficient evidence to make a determination that the Contractor failed to effectively implement the Program. The following progressive corrective action steps may be implemented:

#### 5.2.1. Voluntary Corrective Action Plan (VCAP)

A Contractor found in non-compliance of minor deficiencies can develop and submit an acceptable VCAP within 15 days following the finding. The Contractor's written and signed commitment, outlining specific actions taken, or proposed, to correct the deficiencies cited in a compliance review constitute the VCAP. Failure to submit an acceptable VCAP is grounds for a finding of non-compliance.

#### 5.2.2. Corrective Action Plan (CAP)

Contractors who have major deficiencies, which include underutilization of minorities and females, signs of discrimination, etc. will be issued a show-cause notice and will be required to enter into a Corrective Action Plan (CAP) in order to correct the deficiencies. Show Cause Notice: A written notification finding the Contractor in non-compliance with the equal opportunity requirements. The notice informs the Contractor of the specific basis for the determination and allows the Contractor 30 days from the date the notification was sent for the Contractor to provide an explanation and documentation why sanctions should not be imposed. The CAP will include a mandatory written and signed commitment outlining specific actions the Contractor has taken, or proposes, to correct the deficiencies cited in a finding of non-compliance. The statement must include time limits and goals to remedy each violation of the equal opportunity requirements as specified in the show cause notice.

### 5.3. Liquidated Damages

In addition to any corrective action plans, if the Contractor fails to achieve the Project workforce goals or a good-faith effort determination, the City may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge Projects. Therefore, in order to liquidate those damages, the City shall be entitled, at its sole discretion, to deduct and withhold the following amounts:

If the Contractor failed to meet or exceed the workforce goals of this Contract or establish a good faith effort determination on this Project, the sum of **one thousand five hundred dollars (\$1,500)** will be assessed.

## 5.4. Administrative Reconsideration

The Contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by the City. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original City determination(s).

## 5.5. Independent Third-Party Compliance Monitor (Monitor)

City may hire a Monitor. The Monitor shall be responsible for monitoring the Project's workforce utilization for the Contractor and Subcontractors. The Contractor and its Subcontractors shall allow the Monitor access to their reports, be available to answer the Monitor's questions and allow the Monitor access to the site and to Contractor and Subcontractor employees.

# 6. Federal Provisions

## 6.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

The Contractor's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are shown in Appendix D, Section 7:

Construction Contractors, which are participating in an approved Hometown Plan. (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the goals in Appendix D, Section 7.

These goals are applicable to all of the Contractor's Project work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Project work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its



federally involved and non-federally involved work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its Projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Project Subcontract in excess of \$10,000 at any tier for work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.

## 6.2. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

As used in these specifications:

9. "Covered area," means the geographical area described in the solicitation, which this Contract resulted;
10. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
11. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
12. "Minority" includes;
  - a. Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
  - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - c. Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
  - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in the following paragraphs of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction.

Contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goal, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the Contractor's employment needs, especially those programs funded or approved by the Department of labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written

record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacation employment to minority and female youth both on the site and in other areas of contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations. The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar group of

which the Contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women has been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in a violation of the executive Order if a specific minority group of women is underutilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the Implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-.8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Action of 1977 and the Community Development block Grant



Program).

### 6.3. Operating Policy Statement

The Contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this company that applicants will not knowingly be excluded or otherwise discriminated against on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran’s status, or disability. Such action shall include employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on the job training.”

### 6.4. Supplemental Reporting Requirements

The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the Project.

All such records must be retained for a period of three years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the City, MoDOT, and the Federal Highway Administration.

### 6.5. Nondiscrimination in Employment

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The Contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid Contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and Subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and Subcontracts of \$10,000 or less and certain contracts and Subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows: 60-1.5 Exemptions

General:

(1) Transactions of \$10,000 or under. Contracts and Subcontracts not exceeding \$10,000, other than Government bills of lading, and other than contracts and Subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or Subcontract thereunder, the

amount of such contract or Subcontract rather than the amount of the Federal financial assistance shall govern. No agency, Contractor, or Subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a Contractor has contracts or Subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contract exceeds \$10,000.

(2) Contracts and Subcontracts for indefinite quantities. With respect to contracts and Subcontracts for indefinite quantities (including, but not limited to, open end contracts, requirement-type contracts, Federal Supply Schedule contracts, "call-type" contracts, and purchase notice agreements), the equal opportunity clause shall be included unless the purchaser has reason to believe that the amount to be ordered in any year under such contract will not exceed \$10,000. The applicability of the equal opportunity clause shall be determined by the purchaser at the time of award for the first year, and annually thereafter for succeeding years, if any. Notwithstanding the above, the equal opportunity clause shall be applied to such contract whenever the amount of a single order exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract shall continue to be subject to such clause for its duration, regardless of the amounts ordered, or reasonably expected to be ordered in any year.

## 6.6. Statements and Payroll

The following provisions are added by the state to the Required Contract Provisions of Federal-Aid Contracts.

The Contractor is advised that the Final Certification referred to in Appendix F, on Form FHWA 1273, Section V. Paragraph 3 is no longer required to be completed.

## TABLE D1 – Federal Workforce Goals

| TABLE D1 – Federal Workforce Goals for Minority Participation for Each Trade<br>The Goal for Female Participation for Each Trade is 6.9% Statewide for Missouri. |                   |             |                   |                  |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|-------------------|------------------|-------------------|
| County                                                                                                                                                           | Goal<br>(Percent) | County      | Goal<br>(Percent) | County           | Goal<br>(Percent) |
| Adair                                                                                                                                                            | 4                 | Grundy      | 10                | Perry            | 11.4              |
| Andrew                                                                                                                                                           | 3.2               | Harrison    | 10                | Pettis           | 10                |
| Atchison                                                                                                                                                         | 10                | Henry       | 10                | Phelps           | 11.4              |
| Audrain                                                                                                                                                          | 4                 | Hickory     | 2.3               | Pike             | 3.1               |
| Barry                                                                                                                                                            | 2.3               | Holt        | 10                | Platte           | 12.7              |
| Barton                                                                                                                                                           | 2.3               | Howard      | 4                 | Polk             | 2.3               |
| Bates                                                                                                                                                            | 10                | Howell      | 2.3               | Pulaski          | 2.3               |
| Benton                                                                                                                                                           | 10                | Iron        | 11.4              | Putnam           | 4                 |
| Bollinger                                                                                                                                                        | 11.4              | Jackson     | 12.7              | Ralls            | 3.1               |
| Boone                                                                                                                                                            | 6.3               | Jasper      | 2.3               | Randolph         | 4                 |
| Buchanan                                                                                                                                                         | 3.2               | Jefferson   | 14.7              | Ray              | 12.7              |
| Butler                                                                                                                                                           | 11.4              | Johnson     | 10                | Reynolds         | 11.4              |
| Caldwell                                                                                                                                                         | 10                | Knox        | 4                 | Ripley           | 11.4              |
| Callaway                                                                                                                                                         | 4                 | Laclede     | 2.3               | St. Charles      | 14.7              |
| Camden                                                                                                                                                           | 4                 | Lafayette   | 10                | St. Clair        | 2.3               |
| Cape Girardeau                                                                                                                                                   | 11.4              | Lawrence    | 2.3               | St. Francois     | 11.4              |
| Carroll                                                                                                                                                          | 10                | Lewis       | 3.1               | Ste. Genevieve   | 11.4              |
| Carter                                                                                                                                                           | 11.4              | Lincoln     | 11.4              | St. Louis City   | 14.7              |
| Cass                                                                                                                                                             | 12.7              | Linn        | 4                 | St. Louis County | 14.7              |
| Cedar                                                                                                                                                            | 2.3               | Livingston  | 10                | Saline           | 10                |
| Chariton                                                                                                                                                         | 4                 | McDonald    | 2.3               | Schuyler         | 4                 |
| Christian                                                                                                                                                        | 2                 | Macon       | 4                 | Scotland         | 4                 |
| Clark                                                                                                                                                            | 3.4               | Madison     | 11.4              | Scott            | 11.4              |
| Clay                                                                                                                                                             | 12.7              | Maries      | 11.4              | Shannon          | 2.3               |
| Clinton                                                                                                                                                          | 10                | Marion      | 3.1               | Shelby           | 4                 |
| Cole                                                                                                                                                             | 4                 | Mercer      | 10                | Stoddard         | 11.4              |
| Cooper                                                                                                                                                           | 4                 | Miller      | 4                 | Stone            | 2.3               |
| Crawford                                                                                                                                                         | 11.4              | Mississippi | 11.4              | Sullivan         | 4                 |
| Dade                                                                                                                                                             | 2.3               | Moniteau    | 4                 | Taney            | 2.3               |
| Dallas                                                                                                                                                           | 2.3               | Monroe      | 4                 | Texas            | 2.3               |
| Daviess                                                                                                                                                          | 10                | Montgomery  | 11.4              | Vernon           | 2.3               |
| DeKalb                                                                                                                                                           | 10                | Morgan      | 4                 | Warren           | 11.4              |
| Dent                                                                                                                                                             | 11.4              | New Madrid  | 26.5              | Washington       | 11.4              |
| Douglas                                                                                                                                                          | 2.3               | Newton      | 2.3               | Wayne            | 11.4              |
| Dunklin                                                                                                                                                          | 26.5              | Nodaway     | 10                | Webster          | 2.3               |
| Franklin                                                                                                                                                         | 14.7              | Oregon      | 2.3               | Worth            | 10                |
| Gasconade                                                                                                                                                        | 11.4              | Osage       | 4                 | Wright           | 2.3               |
| Gentry                                                                                                                                                           | 10                | Ozark       | 2.3               |                  |                   |
| Greene                                                                                                                                                           | 2                 | Pemiscot    | 26.5              |                  |                   |

## TABLE D2 – Missouri Minority and Female Workforce Data

If the Contractor's utilization changes during the Project and/or the available workforce changes from what is approved at any time, it is the Contractor's responsibility to remedy, in coordination with City, the conditions as outlined and made available through this provision.

| TABLE D2 – Missouri Minority and Female Workforce Data                                                                                                                                                                   |            |          |             |            |          |                |            |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|-------------|------------|----------|----------------|------------|----------|
| The data shown below is developed from the 2010 Census Equal Employment Opportunity (EEO) Tabulation Detailed Census Occupation by Sex and Race/Ethnicity by Residence Geography Civilian Labor Force 16 years and over. |            |          |             |            |          |                |            |          |
| County                                                                                                                                                                                                                   | Minority % | Female % | County      | Minority % | Female % | County         | Minority % | Female % |
| Adair                                                                                                                                                                                                                    | 2.7        | 1.4      | Grundy      | 3.9        | 1.2      | Perry          | 3.9        | 5.7      |
| Andrew                                                                                                                                                                                                                   | 3.6        | 3.1      | Harrison    | 3.6        | 3.1      | Pettis         | 11.6       | 5.2      |
| Atchison                                                                                                                                                                                                                 | 3.6        | 3.1      | Henry       | 3.3        | 2.8      | Phelps         | 1.8        | 3.8      |
| Audrain                                                                                                                                                                                                                  | 3.1        | 2.3      | Hickory     | 10.7       | 4.7      | Pike           | 5.6        | 3.7      |
| Barry                                                                                                                                                                                                                    | 13.5       | 1.9      | Holt        | 3.6        | 3.1      | Platte         | 16.0       | 3.0      |
| Barton                                                                                                                                                                                                                   | 4.8        | 4.3      | Howard      | 11.6       | 5.2      | Polk           | 10.7       | 4.7      |
| Bates                                                                                                                                                                                                                    | 4.8        | 4.3      | Howell      | 4.6        | 2.7      | Pulaski        | 9.2        | 4.6      |
| Benton                                                                                                                                                                                                                   | 3.3        | 2.8      | Iron        | 3.2        | 1.5      | Putnam         | 3.9        | 1.3      |
| Bollinger                                                                                                                                                                                                                | 2.2        | 4.6      | Jackson     | 32.1       | 3.8      | Ralls          | 5.8        | 4.3      |
| Boone                                                                                                                                                                                                                    | 12.0       | 4.8      | Jasper      | 14.9       | 3.1      | Randolph       | 5.1        | 8.1      |
| Buchanan                                                                                                                                                                                                                 | 9.9        | 6.1      | Jefferson   | 4.5        | 2.8      | Ray            | 5.4        | 2.4      |
| Butler                                                                                                                                                                                                                   | 4.5        | 2.7      | Johnson     | 11.1       | 4.3      | Reynolds       | 3.2        | 1.5      |
| Caldwell                                                                                                                                                                                                                 | 3.6        | 3.1      | Knox        | 2.7        | 3.4      | Ripley         | 4.5        | 2.7      |
| Callaway                                                                                                                                                                                                                 | 3.1        | 2.3      | Laclede     | 1.1        | 7.0      | St. Charles    | 3.8        | 2.8      |
| Camden                                                                                                                                                                                                                   | 1.6        | 4.0      | Lafayette   | 5.4        | 2.4      | St. Clair      | 3.3        | 2.8      |
| Cape Girardeau                                                                                                                                                                                                           | 3.9        | 5.7      | Lawrence    | 13.5       | 1.9      | St. Francois   | 1.0        | 2.8      |
| Carroll                                                                                                                                                                                                                  | 5.4        | 2.4      | Lewis       | 2.7        | 3.4      | Ste. Genevieve | 1.0        | 2.8      |
| Carter                                                                                                                                                                                                                   | 4.5        | 2.7      | Lincoln     | 5.6        | 3.7      | St. Louis City | 50.7       | 4.4      |
| Cass                                                                                                                                                                                                                     | 12.5       | 5.1      | Linn        | 5.1        | 8.1      | St. Louis City | 27.2       | 3.6      |
| Cedar                                                                                                                                                                                                                    | 4.8        | 4.3      | Livingston  | 5.1        | 8.1      | Saline         | 11.6       | 5.2      |
| Chariton                                                                                                                                                                                                                 | 5.1        | 8.1      | McDonald    | 13.5       | 1.9      | Schuyler       | 2.7        | 3.4      |
| Christian                                                                                                                                                                                                                | 2.5        | 5.8      | Macon       | 5.1        | 8.1      | Scotland       | 2.7        | 3.4      |
| Clark                                                                                                                                                                                                                    | 2.7        | 3.4      | Madison     | 2.2        | 4.6      | Scott          | 12.2       | 2.9      |
| Clay                                                                                                                                                                                                                     | 11.8       | 2.5      | Maries      | 9.2        | 4.6      | Shannon        | 4.6        | 2.7      |
| Clinton                                                                                                                                                                                                                  | 3.0        | 1.7      | Marion      | 5.8        | 4.3      | Shelby         | 5.8        | 4.3      |
| Cole                                                                                                                                                                                                                     | 9.7        | 1.1      | Mercer      | 3.9        | 1.3      | Stoddard       | 2.2        | 4.6      |
| Cooper                                                                                                                                                                                                                   | 1.8        | 4.0      | Miller      | 1.8        | 4.0      | Stone          | 9.3        | 3.9      |
| Crawford                                                                                                                                                                                                                 | 3.2        | 1.5      | Mississippi | 12.2       | 2.9      | Sullivan       | 3.6        | 1.3      |
| Dade                                                                                                                                                                                                                     | 4.8        | 4.3      | Moniteau    | 1.8        | 4.0      | Taney          | 9.3        | 3.9      |
| Dallas                                                                                                                                                                                                                   | 10.7       | 4.7      | Monroe      | 5.8        | 4.3      | Texas          | 3.4        | 2.9      |
| Daviess                                                                                                                                                                                                                  | 3.6        | 3.1      | Montgomery  | 1.3        | 1.8      | Vernon         | 4.8        | 4.3      |
| DeKalb                                                                                                                                                                                                                   | 3.0        | 1.7      | Morgan      | 1.8        | 4.0      | Warren         | 1.3        | 1.5      |
| Dent                                                                                                                                                                                                                     | 1.8        | 3.8      | New Madrid  | 12.2       | 2.9      | Washington     | 3.2        | 1.5      |
| Douglas                                                                                                                                                                                                                  | 3.4        | 2.9      | Newton      | 9.6        | 6.7      | Wayne          | 2.2        | 4.6      |
| Dunklin                                                                                                                                                                                                                  | 17.6       | 4.8      | Nodaway     | 3.6        | 6.7      | Webster        | 1.1        | 7.0      |
| Franklin                                                                                                                                                                                                                 | 2.2        | 3.4      | Oregon      | 4.6        | 2.7      | Worth          | 3.6        | 3.1      |
| Gasconade                                                                                                                                                                                                                | 1.3        | 1.8      | Osage       | 9.2        | 4.6      | Wright         | 3.2        | 2.9      |
| Gentry                                                                                                                                                                                                                   | 3.6        | 3.6      | Ozark       | 3.4        | 2.9      |                |            |          |
| Greene                                                                                                                                                                                                                   | 9.5        | 3.4      | Pemiscot    | 17.6       | 4.8      |                |            |          |

## **APPENDIX E – City’s Design-Build On-The-Job Training (OJT) Program**

The On-the-Job Training (OJT) goals for this Project are:

2 OJT for Construction labor hours – 1000 hours per trainee

There are three conditions of City’s Design-Build Workforce Program (Appendix D) where OJT may be required to be applied differently:

1. If the aggregate of all of the Contractors, Consultants, Subcontractors, and Subconsultants working on the Project’s existing construction and professional services workforce meets or exceeds the Contract workforce goals (Appendix D), the OJT goal as part of the Contract will not be applicable. The goals shall be maintained for the life of the Project. If at any time during the life of the Project the workforce goal is not being met, then the OJT goal will become effective, and the goals of the OJT program will be required to be met in whole.
2. If the workforce goals (Appendix D) are not being met, the OJT goals will be applied. The OJT should be applied to the area of need, i.e. if the goal for women carpenters is not being met, then one or both of the construction OJT should fill this need.
3. If the workforce goals (Appendix D) continue to not be met after the OJT goals for the Project have been applied, the Contractor may utilize additional OJT as needed to assist with good faith efforts (GFE).

### **1. Policy Statement**

The Contractor shall comply with the City’s OJT Policy ensuring that OJTs shall have full and equal opportunity to participate in the roadway construction industry. The Contractor shall meet the OJT goal established for the Project or make a good faith effort (GFE) to meet the OJT goal.

The Contractor will be given an incentive of \$10.00 per hour for each hour worked by an Approved OJT individual, as set forth in the Design-Build OJT Program.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeymen/professional, is caused by the contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of Appendix E.

### **2. Description**

This provision supplements subparagraph 7e of the Contract Provision entitled "Standard Federal Equal Opportunity Construction Contract Specification" (41 CFR 60-4.3) and in the implementation of CFR Part 230, Subpart A, Appendix B.

### **3. Purpose**

It is the policy of the City to require full utilization of all available training and skill-



improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the roadway construction industry. The intent of the On-the-Job Training Program is to recruit entry-level individuals, when feasible, and provide them with meaningful training intended to lead to journey-level employment. Under the Design-Build OJT Program, the Contractor shall make every reasonable effort to enroll minority, disadvantaged persons and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended and shall not be used to discriminate against any applicant for training.

The Contractor is hereby advised that it is no excuse for a union, with which the Contractor has a collective bargaining agreement providing for exclusive referral, to fail to refer minority and female employees (23 CFR 230.411(e)(1)). Contractors are hereby made aware that if union referral practices prevent the contractor from meeting the EEO requirements, the contractor should make written notification to City immediately. Furthermore, the FHWA Form FHWA-1273 EEO bid conditions are to be included in the Contractor's affirmative action plan. The EEO bid conditions specifically state, "In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies. Unions are not allowed to discriminate based on race, color, national origin or sex, union membership or non-membership, or domicile.

Contractors can sometimes demonstrate that they referred minorities and women to the unions for referral back to them, or the Contractors can demonstrate efforts made to request minorities and women from the union when they see their work force is deficient in certain construction trades. These efforts should be documented and will be verified by the City.

## 4. City's Responsibility to FHWA

### 4.1. Program Administration

The OJT Program is only intended to be utilized if the contractor is failing to attain the affirmative action goals in its contract, Appendix D, which are determined by the county in which the Project is located. The affirmative action goals are broken down by minority and female goals. If the contractor is meeting or exceeding the minority and female goals in all crafts being utilized on the Project, then the OJT requirements are not applicable. If the contractor is not obtaining the minority and female goals in each craft, then the OJT goal will be dependent upon the actual participation achieved and the authentic contract as outlined in the contract. All training goals, including the number of training hours, on federally funded Projects are to be established by the City with Federal Highway Administration (FHWA) oversight. The following guidelines will be utilized in selecting Projects and determining the goal to be set:

1. Availability of minorities and women for training.
2. The potential for effective training.
3. Duration of the contract.
4. Dollar value of the contract (# of working Days).

Under \$1,000,000 – 0

Over \$1,000,000 to \$3,000,000 – 1-2

Over \$3,000,000 to \$5,000,000 – 2-3

Over \$5,000,000 to \$10,000,000 – 3-4

Over \$10,000,000 to \$15,000,000 – 4-5

Over \$15,000,000 to \$20,000,000 – 5-6

Over \$20,000,000 – \* 6-7

\* One Additional trainee per \$5,000,000 of estimated construction Contract amount over \$20,000,000.

5. Total normal work force that the average bidder could be expected to use.
6. Geographical location.
7. Type of work.
8. The need for additional journeymen in the area.
9. The need to correct underutilization of minorities and females in specific trades.
10. A satisfactory ratio of trainees to journeymen expected to be on the contractor's workforce during normal operations (considered to fall between 1:10 and 1:4).
11. Recognition of the suggested minimum goal for the State.

The intent of the program is to recruit entry-level individuals when feasible and provide them with meaningful training, which will normally be expected to lead them towards journey-level employment. The unions, Associated General Contractors (AGC), and the Contractors have voiced concern over the lack of young people seeking employment in the roadway construction trades. This, coupled with an aging workforce, could cause us to experience a major shortage of trained roadway construction workers in the near future. The industry is already experiencing a shortage of minority and female construction workers in most trades with the only exception being possibly Laborers in some areas. If the Contractors do not voluntarily train as many people as possible with beneficial training, they will have no one to work on contracts, which will affect their bidding ability as well as their business.

Trainee goals will be set in 1,000-hour increments or 1 slot (person) per 1,000 hours per Project. For example, if the trainee goal on the Project is 2,000 hours, a maximum of 2 trainees will be approved for the Project. In the event a trainee leaves the Project for valid reasons, the trainee shall be replaced as soon as possible. No apprentice/trainee can be assigned less than 500 hours on a contract. City will not assign training on contracts that will not support the 500 hours. Providing less than 500 hours is not considered to be beneficial training nor helping to achieve journey-level status. Therefore, a trainee/apprentice, regardless of craft, must have been trained on the contract for at least 500 hours to be eligible for reimbursement. However, the contractor may transfer the trainee, with City's approval, to another City roadway highway construction Project in order to continue the training. Upon reaching the 500 hours, the contractor will be compensated as noted herein. If the enrollee is transferred to a non-federal Project, the City, upon availability of funding, may have the option of reimbursing the contractor for those hours completed that achieve the 500-hour minimum and for any hours that continue the successful training of the individual(s). The same

documentation will be required to be submitted in order to determine if hours will be approved. However, if the trainee is moved to another federally funded enhancement, then a “change order” could be requested for the additional hours and thus offer the Contractor the necessary credit so as to accomplish the 500-hour plateau. FHWA and City will only approve training programs meeting the requirements of the Design-Build OJT Program. A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid roadway construction contracts.

No individual shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which the individual has been employed as a journeyman. The Contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. It is the Contractor’s responsibility to verify that the individual has not been trained or worked at the journey level and their records shall document the findings. Training under the Design-Build OJT Program should only be directed toward those trades where underutilization/under representation exists. Flagging/traffic control programs are not considered as meeting the intent of the Design-Build OJT Program. However, other programs that include flagger training will be approved if the flagging portion is limited.

A contractor may choose to transfer a trainee to another Project, whether City or not. The contractor must submit monthly trainee reports for that Project to the City where the hours will be credited. The contractor must submit with the monthly trainee reports, copies of the certified payrolls so the City can verify the number of hours worked on the Project, as well as the wage the trainee was being paid. Once the Project Director reviews the monthly reports, copies of the monthly reports should be sent to the ECR Division. The Project Director should include with the report a note indicating the hours that are being transferred from the other Project. Both job numbers must be included in the note. The contractor cannot bank hours from one Project and transfer those hours to another Project to fulfill a trainee requirement.

## 4.2. Approval Process General

The intended training plan must be submitted 30 Days prior to work commencing. Failure to submit the plan will result in withholding of the first monthly progress payment. A written explanation outlining why the delay occurred may be submitted to the City for consideration. A revised training plan must be resubmitted when modifications to the plan or schedule occur. The plan must contain the trades proposed in which to accomplish the training item in the contract, the number of trainees, hours assigned to the trade, and the estimated beginning work date for the trainee/apprentice. Acceptable training programs include:

1. BAT Programs – Apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.

2. Any other program, such as the Missouri Manpower Programs, which have been approved by FHWA and MoDOT on an annual basis.

### 4.3. Apprentice/Trainee Approval Forms

Submittal of the Trainee Notification (Form OJT-1), Appendix B – After the training plan has been approved, the Trainee Approval Form should be submitted prior to the trainee commencing work on the Project. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower-level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification will be permitted only with the approval of the ECR Division with concurrence from the FHWA Division Office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Reimbursement to the Contractor for off-site training as indicated above may only be made when the Contractor does one or more of the following and the trainees are concurrently employed on federal-aid Projects:

- Contributes to the cost of the training.
- Provides the instruction to the trainee.
- Pays the trainee's wages during the off-site training period.

### 4.4. Good Faith Efforts (GFE)

Substantial Compliance – Although the OJT Program is specifically designed to increase minority and female participation on federal aid roadway construction Projects where underutilization exists, it is not intended to be discriminatory. Contractors and Subcontractors may utilize a non-minority male apprentice/trainee if sufficient documented GFEs are taken to fill the specific training position with either minorities or females. The Contractor shall enroll minorities, women or economically disadvantaged individuals, where possible, and document their GFEs, prior to the hiring of non-minority males not identified as economically disadvantaged. The Contractor may suggest that a Subcontractor fulfill a portion of the contract work. However, he/she shall determine how many, if any, of the trainees are to be trained by the Subcontractor, and secure approval from the City. Nevertheless, the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Design-Build OJT Program. The Contractor shall apply the requirements of the Design-Build OJT Program to such Subcontracts. Where feasible, 25% of apprentice or trainees in each craft shall be in their first year of apprenticeship training. The Contractor shall be aware that even if a trainee has been previously approved to work on a prior City Project, that trainee may not be approved on future Projects if the trainee is not in their first year of apprenticeship training.

A GFE requires that the Contractor furnish evidence of his/her systematic and direct recruitment efforts through the use of public and private sources likely to yield minorities and females. The following example represents one element of GFEs: The Contractor must submit letters that are Project specific (where is the Project, how long it will last, type of pay) and targeted for the crafts utilized and must be sent to Community Based Organizations (CBOs) (two or three that are likely to refer minorities or females), and unions/apprenticeships (if union shop). The letters must be forwarded prior to job startup to alert CBOs to the possibility of the Contractor needing assistance finding minorities

and females.

These letters should be ongoing and targeted when the Contractor needs assistance in locating minorities and/or females in a specific craft. The Contractor's letters should also address anything the Contractor has done to hire minorities and/or females as well as files including employee referrals. The Contractor in his or her letter **must** request a response and the Contractor must note the results of the Contractor's request for assistance. GFEs must be two-way communications with documented results. If a union contractor, contact the union first, then any and all other resources to include two or three CBOs.

The Contractor shall, upon requests, be able to provide documentation of written solicitations to the unions, local or regional community action agencies, or other sources likely to refer minorities or women, such as the St. Louis Agency on Training and Employment or (SLATE), if applicable. Such efforts may be considered good-faith efforts if they were **results oriented**. If the Contractor's efforts are repetitive mechanical exercises that have never produced a referral or are "stuffing" - that is copies of letters not sent, then the non-productive activity cannot be considered to have been made in good faith. If, however, the Contractor can demonstrate that it employed referrals from the sources contacted on prior occasions and some efforts were not productive due to the lack of availability from usually dependable and responsive sources, then the non-productive effort can be considered good faith. In the absence of reasonable representation in any craft, the Contractor should be able to provide proof of its having requested referrals of minorities and women (i.e., records of telephone requests, including dates and times, persons talked with, and for which crafts minorities and women were requested). Letters should be detailed and include the type of vacancy to be filled, location of the Project, potential employment opportunities with the company, and current as it relates to the specific job opportunity (ies).

All sources relied upon by the Contractor in advertising for vacancies and recruiting employees, especially those that resulted in referrals and employment should be identified and reported. Lists of minority organizations and other recruiting sources that have not been used or which have not been used recently or which if used have never referred anyone for employment should not be considered to meet the GFE test. All efforts reported by the Contractor to contact recruiting sources will be verified with the recruiting source listed. Contractors often send these recruiting sources "form" letters indicating they are under contract for a federal Project. To be considered valid, recruitment letters should be specific. For example, recruitment letters should specify the positions for which referrals are sought, the number of employees needed, position requirements, estimated dates, who to contact, wage/salary range, and other information sufficient to elicit interest and references of potential employees. Form letters without specific information **will not** be considered good-faith efforts.

The terms and conditions of employment practiced by the Contractor should be explored to allow the Contractor the opportunity to demonstrate whether there is adequate representation of minorities and women throughout the life of the contract.

While it is the Contractor's prerogative to select who will be hired, recalled, rehired, or name requested, it is also the Contractor's responsibility to ensure equal employment opportunity for minorities and women.

The hours of minority and female employment and training should be substantially uniform throughout the length of the contract, and in each trade, and the Contractor is required to make a GFE to employ minorities and women evenly on each Project when



there are opportunities to do so. The Contractor should not wait to hire minorities and women at the "eleventh hour" or "bicycle" employees from Project to Project.

In the event the ECR Division denies the GFE submitted by the contractor, the contractor shall have the right to an administrative reconsideration hearing. The request for an administrative reconsideration hearing must be made within seven (7) Days of the receipt of the denial letter. The administrative reconsideration committee may be constituted, as the City deems appropriate and fair, provided that no committee member on the reconsideration committee shall have taken part in the original City determination that the contractor failed to meet the OJT contract goal and/or failed to make adequate GFES to do so.

If the Administrative Reconsideration Committee does not find the contractor met the OJT contract goal, and/or does not find that the contractor made adequate and sufficient GFES to do so, then The Administrative Reconsideration Committee will recommend that liquidated damages as outlined in the non-compliance sanctions section be carried out. If the Administrative Reconsideration Committee does find that the contractor has met a GFE, then no liquidated damages will be assessed.

## 4.5. Ethnicity Verification

When there is a questionable ethnic claim concerning an individual submitted for participation in the OJT Program, further documentation of that claim may be necessary to ensure eligibility. Acceptable documentation for ethnicity verification includes, in order of preference:

- Birth certificate
- Naturalization papers
- Native American – Indian Tribal roll, tribal voter registration certificate, or another official document
- History of individual having held himself to be a member of the minority group or community (driver's license, school, medical, and service records)
- Recognition of applicant in a particular minority community as a minority through sworn and notarized statements from bona fide members of the community who are clearly disinterested parties.
- Proof of membership and interaction in recognized minority organizations
- If requested, the Contractor will be required to obtain this information from the employee claiming the minority status.
- If an individual requesting minority status cannot provide acceptable documentation and does not manifest the visual characteristics of the ethnic group claimed, the individual cannot claim minority status for the purpose of the OJT Program.
- If a person manifests the visual characteristics of an acceptable ethnic minority group, the contractor may consider the person to be a member of that group

## 4.6. Economically Disadvantaged Verification

When a contractor submits a trainee, who is economically disadvantaged the following information should be submitted with the trainee notification to verify this status:

- The previous year's tax return verifying the individual's income is less than the federal poverty guidelines.
- Verification of enrollment in food stamps received from Missouri Department of

- Social Services
- Verification of housing assistance received from Missouri Department of Social Services

## 4.7. Beneficial Training

City will ensure its contractors provide on-the-job training aimed at developing or contributing to full journey level status in the type of trade(s) involved. Training shall be consistent with the trainee/apprentice program. Training tasks will be consistent with the approved trade classification for the specific contract. The Contractor shall furnish the trainee a copy of the program the Contractor will follow in providing the training. The Contractor shall provide each trainee and Resident Engineer documentation showing the type and length of training that will be completed including classroom and on-the-job hours. This includes providing information on the Contractor Monthly Trainee Report (Form OJT-2) and Trainee Notification (ECR Form OJT-1), both shown in Appendix B, as to the total working and classroom hours the trainee/apprentice has completed to date.

## 4.8. Training Reimbursement Process

Submittal of a certified invoice requesting payment for training is required. Except as otherwise noted herein, the Contractor will be reimbursed \$10.00 per hour of training given an employee on this contract in accordance with an approved training program.

Payments will not be made if the failure to provide the required training is caused by the Contractor and a lack of good faith on the part of the Contractor to meet the training requirements has been determined. For example, if the goal on the Project is 1,000 hours and only one trainee reaches the 500 hours minimum threshold, then the Contractor will be reimbursed for the 500 hours and must continue to train a new trainee for the remaining 500 hours or they will be assessed liquidated damages for failure to achieve the OJT goal of 1,000 hours. However, if the trainee goal on the Project is 1,000 hours and the trainees receive less than the 500-hour minimum, the Contractor will not secure credit for any of the hours under 500 that the trainees completed. If the trainee goal on the Project is not met, then the remaining hours will be subject to the sanctions as outlined in this Design-Build OJT Program noted below. If a trainee quits the Project voluntarily, then the Contractor is required to fill the trainee slot as soon as possible and shall be reimbursed according to these standards. The hours completed by the previous trainee will not be counted toward the new enrollee if the original unskilled party has not obtained the 500 hours.

Training will not be reimbursed if the Contractor fails to provide beneficial training. This includes only partially meeting the training goal on the Project.

Requests may be submitted to the ECR Division to increase the Training Hours assigned to a contract. Approval of such requests by the ECR Division will be granted on a case-by-case basis.

Additional hours of the training item must not exceed 25% or 500 hours of the contract quantity of hours assigned or 1,000 hours, whichever is less.

This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided those sources do not specifically prohibit the contractor from receiving other reimbursement.

## 4.9. Monitoring

City will monitor contractors to ensure trainees and apprentices are receiving beneficial training in the type of trades submitted. Training shall be consistent with the training program or those OJT Programs the FHWA and City have approved.

It is normally expected that the trainee/apprentice will begin training on the Project as soon as possible, utilizing the skills involved and remaining on the Project as long as training opportunities exist in the work classifications or until the completion of the training program.

Onsite Interviews use the Trainee Contact (form OJT-4), Appendix B and are performed to determine:

- Whether apprentice/trainee is receiving training in designated craft
- Workplace environment
- If trainee/apprentice is experiencing problems on the job site
- If the apprentice/trainee is being treated fairly

City monitors contracts with training through onsite visits, Contractor Monthly Trainee Report (Form OJT-2) and construction reports. These reports are generated by the Contractor and are to be disseminated to the City. If there are problems, the City will contact the Contractor to address the deficiencies.

- If there are deficiencies, the Contractor must provide a corrective action plan addressing the deficiencies.
- No payment will be made under the bid item "Training" if the Contractor fails to provide the required training.
- Payment will not be made if the Contractor fails to submit trainee reports in a timely manner.

## 4.10. Wages

Trainees will be paid at the rate set by the training program. The appropriate minimum journeyman's rate paid cannot be less than the amounts set out in the CFR Part 230, Subpart A, Appendix B. For example, at least 60 percent of the appropriate minimum journey person's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period and 90 percent for the last quarter of the training period. The appropriate rates approved by the Department of Labor or Transportation in connection with the existing programs shall apply to all apprentice or trainees being trained for the same classification who are covered by the Design-Build OJT Program.

Professional service trainees shall be minorities, women or economically disadvantaged individuals, and have no previous experience relating to the proposed training category and shall be compensated according to the following formula. Trainees will be paid at least 60% of the appropriate minimum professional services wage for the assigned position for the first half of the training curriculum, 75% for the third quarter of the training curriculum, and 90% for the last quarter of the training curriculum.

## 4.11. Reports

The Contractor shall provide for the maintenance of records and furnish monthly reports (Form OJT-2), Appendix B documenting the Contractor's performance under this

provision. All trainee notifications must be submitted prior to the start of the Project. If a trainee has been previously approved by the City, the Contractor must still notify the City of the name of the individual(s) and proposed craft the trainees will be trained in, as well as indicate which Project the trainees will be working on. The trainee notifications or listing of the proposed trainees must be submitted via fax, mail or electronically to the City. If the Contractor fails to submit the trainee notification or list of proposed trainees prior to the onset of the Project, the Contractor will be subject to the sanctions as outlined in this Design-Build OJT Program.

## 4.12. Non-Compliance Sanctions

Progress payments shall be withheld for failing to comply with all OJT Program requirements unless the City accepts GFEs.

Sanctions (Violations of EEO/OJT Provisions):

When the job is 50% complete the Contractor must have at least 50% of the trainee hours assigned on that job completed. The percentage of job completion is based on the total value of the contract paid to the Contractor. The remaining amount of the hours must be completed before the completion of the Project or the Contractor will be subject to liquidated damages unless a GFE is submitted to and approved by the City.

If the training hours have not been obtained and a GFE has not been displayed upon Project completion, the Contractor will be assessed liquidated damages in the amount of \$20.00 per hour for those hours not realized. For instance, if the Project goal was 1,000 hours and only

450 hours were met, then liquidated damages would be assessed at  $550 \times \$20.00 =$

\$11,000.00.

If the City approves a GFE, then liquidated damages will not be assessed.

If the Contractor does not achieve the full OJT goal, they will not receive partial credit for hours completed. For instance, if the goal on the Project was 1,000 hours and only 450 were completed, then no reimbursement will be given for any hours fulfilled. If the goal on the Project is 2,000 hours and only 1,500 hours are completed and no GFE is demonstrated, the contractor will receive credit for the 1,500 hours and also be assessed liquidated damages in the amount of the 500 hours that were not met.

In the event the Contract exceeds the trainee goal on the Project, the Contractor must submit a request to ECR to obtain an extension of hours. The maximum amount of hours beyond those enumerated in the contract cannot exceed 500 hours per 1,000. For instance, if the goal was 1,000, the Contractor can be granted an extra 500 hours subject to the **advance** approval of the ECR Division, and concurrence from FHWA.

Trainee reports must be submitted with each invoice submittal. Failure to submit the reports in a timely manner may result in hours completed during that month not being credited. In cases of voluntary or involuntary trainee termination or when the trainee completes the hours specified in the program, the contractor must complete the trainee completion form within five working Days. The Contractor's failure to submit the proper reports in a timely manner may result in the loss of reimbursement for the training hours for that month.

Failure to satisfactorily comply with the OJT requirements will also be reflected in the Contractor's performance evaluation

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

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

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

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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



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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## APPENDIX G – Contractor Provided Insurance Requirements

Appendix G provides the required amounts of minimum limits of liability required.  
Reference Book 1 Section 9 for specifics on each insurance type.

| <b>TABLE G1</b>                                                              | <b>Per Claimant*</b> | <b>Per Occurrence*</b> |
|------------------------------------------------------------------------------|----------------------|------------------------|
| 9.2.2 Minimum Limits of Liability for Commercial General Liability Insurance | \$500,000            | \$3,000,000            |

\*per Project Endorsement required

| <b>TABLE G2</b>                                                                 | <b>Per Claimant</b> | <b>Per Occurrence</b> |
|---------------------------------------------------------------------------------|---------------------|-----------------------|
| 9.2.3 Minimum Limits of Liability for Commercial Automobile Liability Insurance | \$500,000           | \$3,000,000           |

| <b>TABLE G3</b>                                                                                  | <b>Each Occurrence*</b> | <b>Annual Aggregate*</b> |
|--------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| 9.2.4 Minimum Limits of Liability for Excess (Umbrella) Liability Insurance                      | \$8,000,000             | \$8,000,000              |
| 9.2.5 Minimum Limits of Liability for Contractor's Pollution Legal Liability Coverage            | \$5,000,000             | \$10,000,000             |
| 9.2.7 Minimum Limits of Liability for Navigable Waters Insurance Protection                      | N/A                     | N/A                      |
| 9.2.8 Minimum Limits of Liability for Professional Liability Insurance                           | \$2,000,000             | \$2,000,000              |
| 9.2.8.1 Minimum Limits of Liability for Professional Liability Insurance – Design Work by Others | \$2,000,000             | \$2,000,000              |

## APPENDIX H – Liquidated Damages and Other Penalties

| TABLE H1                                                                                                                                                      |                            |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------|
| Item                                                                                                                                                          | Occurrence (or portion of) | Damage      |
| Contractor's failure to achieve a Location Completion by the Location Completion Deadline                                                                     | Per Day                    | \$4,800     |
| Contractor's failure to achieve Project Completion by the Project Completion Deadline                                                                         | Per Day                    | \$4,800     |
| Contractor's failure to meet the Long-Term Closure Deadlines (All Roadways)                                                                                   | Per Day                    | \$2,300     |
| Contractor's failure to achieve Final Acceptance by the Final Acceptance Deadline (unless failure to achieve Final Acceptance was no fault of the Contractor) | Per Day                    | \$2,000     |
| Contractor's failure to make a good faith effort to meet the DBE participation goal                                                                           | n/a                        | Appendix C  |
| Contractor's failure to make a good faith effort to meet the Workforce Program goal                                                                           | n/a                        | Appendix D  |
| Contractor's failure to make a good faith effort to meet the On-the-Job training requirements                                                                 | n/a                        | Appendix E  |
| Contractor's failure to comply with the federal wage requirements                                                                                             | n/a                        | Appendix F  |
| Maximum Liquidated Damages                                                                                                                                    | n/a                        | \$2,500,000 |

## **APPENDIX I – Forms Incorporated by Reference**

City Certification Regarding Potential Conflicts of Interest  
Form DB-101, Major Participant Information  
Form DB-103, Resume Summary  
Form DB-104, Receipt of Addenda  
Form DB-105, Conflict of Interest  
Form DB-201, Additional Applicable Standards  
Form DB-202a, Design Exception Summary  
Form DB-202b, Design Exception Details  
Form DB-203, Request for Clarification (RFP)  
Form DB-301, Items to be Used in Place or Rehabilitated  
Form DB-302, Location Completion Deadlines  
Form DB-303, Lane Closure Duration Deadlines  
Form DB-401, DBE Provisions (Summary of DBE Contracts)  
Form DB-402, DBE Provisions (Subcontracted Work)  
Form DB-403, DBE Provisions (Summary of Quotes)  
Form DB-404, DBE Provisions (Good Faith Effort)  
Form DB-410, Equal Employment Opportunity  
Form DB-501, Proposal Bond  
Form DB-502, Performance Bond  
Form DB-503, Payment Bond  
Form DB-601, Proposal Letter  
Form DB-602, Proposal Checklist  
Form DB-701, Equal or Better Change Proposal  
Form DB-703, Change Order Form  
Form DB-801, Non-Collusion Affidavit  
Form DB-803, Use of Contract Funds for Lobbying  
Form DB-804, Buy America Certification  
Form DB-805, Opinion of Counsel  
Form DB-901, Price Allocation Form  
Envision Forms  
Grant Avenue Right of Way Acquisition Form

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
020

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount       | Description                                               |
|------------------------|------|-------|---------|--------|----------|--------------|-----------------------------------------------------------|
| 46140                  | 20   | 73020 | 414110  | 102834 | 00000    | \$ 2,714,000 | Contribution from City Utilities for Grant Avenue Parkway |
| Net Revenue Adjustment |      |       |         |        |          | \$ 2,714,000 |                                                           |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount       | Description                              |
|----------------------------|------|-------|---------|--------|----------|--------------|------------------------------------------|
| 46140                      | 20   | 73020 | 509110  | 102834 | 00000    | \$ 2,714,000 | Grant Avenue Parkway Improvement Project |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 2,714,000 |                                          |

Fund Balance Appropriation:

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

Explanation: To amend the FY2021-22 budget by appropriating \$2,714,000 from City Utilities for the Grant Avenue Parkway Improvement Project.

Requested By:

Dan Smith 9/15/21  
Department Head Date

Approved By:

DL Hill 9/15/21  
Director of Finance Date

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

Authorization:

Council Bill No. 2021-249  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 103  
Filed: 09-14-21

Sponsored by: Simpson

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

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

COUNCIL BILL 2021- 250

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a supplemental  
2 agreement with Missouri Highways and Transportation Commission  
3 and TransCore ITS, LLC, for continued maintenance of Advanced  
4 Traffic Management System software and hardware at the  
5 Transportation Management Center of the Ozarks.  
6  
7

8 WHEREAS, the City previously entered into an agreement, first supplemental  
9 agreement, and second supplemental agreement with the Missouri Highways and  
10 Transportation Commission and TransCore ITS, LLC, for development, implementation,  
11 and maintenance of software and hardware to support the Advanced Traffic  
12 Management System ("ATMS"), as well as cost apportionment between the parties; and  
13

14 WHEREAS, the second supplemental agreement added additional services  
15 which will enhance and expand upon the initial agreement, address areas identified in  
16 development and implementation of the system, and extend the term of the agreement  
17 through August 31, 2021, to be consistent with state-wide interoperability; and  
18

19 WHEREAS, this third supplemental agreement addresses the need for continued  
20 maintenance of software and hardware to support the ATMS through August 31, 2022;  
21 and  
22

23 WHEREAS, the City is responsible for 25 percent of actual costs, not to exceed  
24 \$149,082.38, and the City's 25 percent share of the third supplemental agreement  
25 would be paid from funds remaining in the existing contract totaling approximately  
26 \$19,447.00, which are funded from the 1/8-Cent Transportation Sales Tax Intelligent  
27 Transportation Systems ("ITS") and Signal System Improvements Program, and are  
28 already budgeted.  
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 enter into  
34 a supplemental agreement with the Missouri Highways and Transportation Commission  
35 and TransCore ITS, LLC, said agreement to be in substantially the same form as  
36 “Exhibit 1,” which is attached hereto and incorporated herein by reference as though  
37 fully set forth.

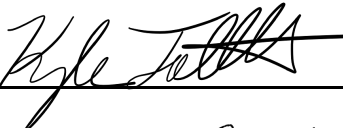
38  
39        Section 2 – This Ordinance shall be in full force and effect from and after  
40 passage.

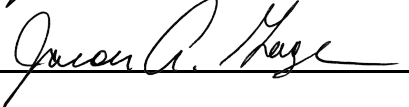
41  
42 Passed at meeting: \_\_\_\_\_

43  
44  
45 \_\_\_\_\_  
46 Mayor

47  
48 Attest: \_\_\_\_\_, City Clerk

49  
50 Filed as Ordinance: \_\_\_\_\_

51  
52 Approved as to form: , Assistant City Attorney

53  
54 Approved for Council action: , City Manager  
55  
56

## **EXPLANATION TO COUNCIL BILL 2021-250**

FILED: 09-14-21

ORIGINATING DEPARTMENT: Public Works

**PURPOSE:** Authorizing the City Manager, or his designee, to enter into a supplemental agreement ("Exhibit 1") with Missouri Highways and Transportation Commission ("MHTC") and TransCore ITS, LLC (hereinafter, "Consultant"), for a no-cost time extension for maintenance of Advanced Traffic Management System ("ATMS") software and hardware to be operated by the Missouri Department of Transportation ("MoDOT") and the City of Springfield at the Transportation Management Center of the Ozarks ("TMC") for traffic management and traveler information services throughout the regional roadway network.

**BACKGROUND INFORMATION:** MHTC, the Consultant, and the City previously entered into the original agreement (Special Ordinance 26817, "Exhibit 2") in 2017, a supplemental agreement (Special Ordinance 27231, "Exhibit 3") in 2019, and a second supplemental agreement (Special Ordinance 27427, "Exhibit 4") in 2021 for the purpose of defining the services to be provided by the Consultant and cost apportionment between MoDOT and the City for the development, implementation, and maintenance of TransSuite ATMS software. This third supplemental agreement includes no additional services beyond the scope of services provided in the original agreement and all previous supplemental agreements. This is a no-cost time extension for maintenance services of the existing software. This supplemental agreement would extend the contract term through August 31, 2022, at which time new or updated ATMS software is expected to be in place.

The TransSuite software provides TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television ("CCTV") traffic monitoring camera control; dynamic message sign ("DMS") control; computer-aided dispatch ("CAD") interface that supports importing of traffic incidents from 911; and data feeds to the public website and external partners. The software is also utilized in Kansas City and St. Louis, which provides for enhanced interoperability among all three TMCs in Missouri.

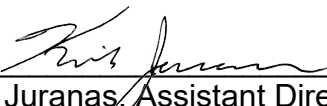
Previous total contract amount was \$596,329.50, for which the City was responsible for twenty-five percent (25%) of actual costs, not to exceed \$149,082.38, made payable directly to the Consultant. The City's share (25%) of any additional costs during the time extension would be paid from funds remaining in the existing contract, which total \$19,447.00, are funded from the 1/8-cent Transportation Sales Tax Intelligent Transportation Systems ("ITS") and Signal System Improvements Program and are already budgeted.

Supports the following 2021 City Council Priorities:

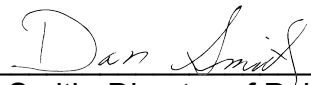
- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

Approved by:

  
Jason Gage, City Manager

**Exhibit 1**

|           |             |                            |                |
|-----------|-------------|----------------------------|----------------|
| CCO Form: | DE44        | Supplemental Agreement No. | 2021-08-65318  |
| Approved: | 01/00 (BDG) | Route:                     | <u>Various</u> |
| Revised:  | 04/20 (BDG) | County:                    | <u>Various</u> |
| Modified: |             | Job No.:                   | <u>8Q3181</u>  |

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT # 2021-08-65318  
(FEDERAL ASSISTANCE)**

THIS 3rd SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and Transcore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City, and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City, and the Consultant have previously entered into the 1st Supplemental Agreement(s) to the Original Agreement on October 21, 2019; and

WHEREAS, the Commission, City, and the Consultant have previously entered into the 2nd Supplemental Agreement(s) to the Original Agreement on February 1st, 2020; and

WHEREAS, the Commission, City, and the Consultant now desire to enter into Supplemental Agreement No. 3 to otherwise complete, extend or continue the Original Agreement and all previous Supplemental Agreements as provided herein.

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

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 3 include no additional services which are beyond the scope of services provided in the Original Agreement and all previous Supplemental Agreements. This is a no-cost time extension for the scope of services of the original agreement.

(2) FEES AND PAYMENTS:



(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement and all previous Supplemental Agreements.

(B) The costs of this Supplemental Agreement shall be integrated with the cost of the Original Agreement and all previous Supplemental Agreements.

(3) DBE PARTICIPATION: In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

(4) SUBCONSULTANTS: Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

| <u>Firm Name</u> | <u>Complete Address</u> | <u>Nature of Services</u> |
|------------------|-------------------------|---------------------------|
|------------------|-------------------------|---------------------------|

N/A

(5) PERIOD OF SERVICE: Exhibit IV, Schedule, of the Original Agreement and any revisions included in previous Supplemental Agreements is hereby further revised to include time for the performance of these additional services. The projected completion date shown on Exhibit IV or included in the last previous Supplemental Agreement is now revised to August 31, 2022, which includes time for performance of all remaining services in the Original Agreement and all previous Supplemental Agreements and the services in this Supplemental Agreement and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 3, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the terms of the Original Agreement and all previous Supplemental Agreements between the parties shall extend and apply to this Supplemental Agreement. The Original Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2, and all Exhibits attached to or referred to in this Supplemental Agreement No. 3 are hereby incorporated herein and shall be considered a part of this Supplemental Agreement No. 3 for all purposes as if fully set forth herein.

*[remainder of page intentionally left blank]*

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

Executed by the Consultant on \_\_\_\_\_(DATE).

Executed by the City on \_\_\_\_\_(DATE).

Executed by the Commission on \_\_\_\_\_(DATE).

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (Commission seal)

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

APPROVED AS TO FORM:

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

**TRANSCORE ITS, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (Consultant seal, if existing)

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SPRINGFIELD**

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

ATTEST:

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

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

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

\_\_\_\_\_  
Approved as to Form:

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

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

CCO Form: DE01-FA  
Approved: 07/99 (DPP)  
Revised: 06/15 (AR)  
Modified:

Project Design Consultant Agreement  
Route: Various  
County: Various  
Job No.: 8Q3001, 8Q3073, 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
PROJECT DESIGN CONSULTANT AGREEMENT  
(FEDERAL ASSISTANCE)**

THIS AGREEMENT is entered into by TransCore ITS, LLC  
(hereinafter, "Consultant") and the Missouri Highways and Transportation Commission  
(hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively  
referred to as the "Parties."

**WITNESSETH:**

WHEREAS, the Commission and City of Springfield have undertaken a regional  
Intelligent Transportation Systems (ITS) program called Transportation Management  
Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in  
Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional  
services in the preparation of Advanced Transportation Management System (ATMS)  
software and maintenance for Route Various, Various County, from n/a  
to n/a, designated as Job No. 8Q3001.

NOW, THEREFORE, in consideration of the payments to be made and the  
covenants set forth in this Agreement to be performed by the Commission, the  
Consultant hereby agrees that it shall faithfully perform the professional services called  
for by this Agreement in the manner and under the conditions described in this  
Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in  
this Agreement:

(A) "AASHTO" means the American Association of State Highway and  
Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation  
Commission, an executive branch agency of state government, which acts by and  
through its Director, Chief Engineer and others in the Missouri Department of  
Transportation.

(C) "CONSULTANT" means the firm providing professional services to  
the Commission and City as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all software, drawings, and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

(B) The specific services to be provided by the Consultant are set forth on Exhibit A to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the



Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and

not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit A.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE FIRM<br>NAME,<br>STREET AND<br>COMPLETE<br>MAILING<br>ADDRESS | TYPE OF<br>DBE<br>SERVICE | TOTAL \$<br>VALUE OF<br>THE DBE<br>SUBCONTRACT | CONTRACT<br>\$ AMOUNT<br>TO APPLY<br>TO TOTAL<br>DBE GOAL | PERCENTAGE<br>OF<br>SUBCONTRACT<br>DOLLAR VALUE<br>APPLICABLE TO<br>TOTAL GOAL |
|-------------------------------------------------------------------|---------------------------|------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------|
| Vireo                                                             | Public Relations          | N/A                                            | N/A                                                       | N/A                                                                            |



9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full

remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of \$339,987.85 which is shown in Exhibit B, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents (\$254,990.89). The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents (\$84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,

before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit C of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an



estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. TMC of the Ozarks, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which TMC of the Ozarks, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Chief Engineer."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further

compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply

to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by

this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The



Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

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

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the

procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis  
Traffic Center Manager  
Missouri Department of Transportation  
1107 W Chestnut Expressway  
Springfield, MO 65803  
Telefax No.: (417) 864-1176

Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Rick Zygowicz  
Senior Associate  
TransCore, LP  
150 4<sup>th</sup> Avenue North, Suite 1200  
Nashville, TN 37219  
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170,



RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Scope of Services.
- (B) Exhibit B: Estimate of Costs.
- (C) Exhibit C: Schedule.
- (D) Exhibit D: Work Eligibility Verification Affidavit.
- (E) Figure 1: License Agreement.
- (F) Figure 2: Software Processes.

*[remainder of page intentionally left blank]*

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

Executed by the Consultant the 2<sup>nd</sup> day of December, 2016.

Executed by the City the 20<sup>th</sup> day of January, 2017.

Executed by the Commission the 6 day of February, 2017.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: [Signature]

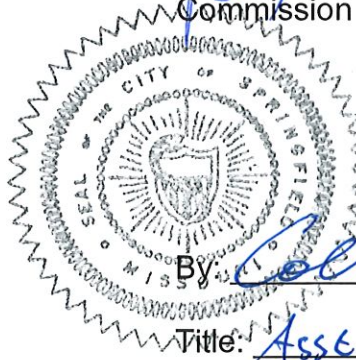
Title: Assistant Chief Engineer

ATTEST: (Commission seal)

[Signature]  
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]  
Commission Counsel



**CITY OF SPRINGFIELD**

By: [Signature]

Title: Asst. City Manager

ATTEST: (City seal, if existing)

By: [Signature]

Title: City Clerk

**TRANSCORE ITS, LLC**

By: [Signature]

Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

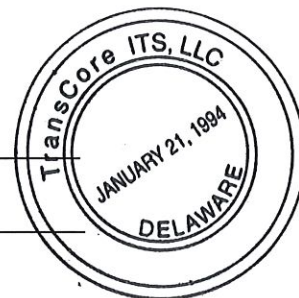
By: [Signature]

Title: Executive Assistant

APPROVED AS TO FORM:

By: [Signature]

Title: General Counsel



APPROVED AS TO FORM:

By: [Signature]

Title: 1/25/17

City Ordinance Number \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

[Signature]

Director of Finance or Acting Director

# Springfield Region

Advance Transportation Management System (ATMS)

## Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

September 9, 2016  
Version 1.1 (v1g)

## Document Revision History

| Revision # | Date        | Purpose                                          |
|------------|-------------|--------------------------------------------------|
| 1.0        | Aug-1-2016  | Initial draft outline                            |
| 1.1        | Sept-9-2016 | Incorporate comments and additional budget items |
|            |             |                                                  |
|            |             |                                                  |
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## INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.

## **1 PROJECT MANAGEMENT**

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

### **1.1 Project Manager**

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

### **1.2 Software Lead**

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the course of the contract. The software lead will help identify solutions to issues, as well as provide ideas on requested enhancements. They will provide monitoring on system software development and provide status on schedule and budget when required.

### **1.3 Invoicing**

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

### **1.4 Meetings**

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

### **1.5 Project Records & Files**

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

#### Deliverables

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing



## **2 TRANSSUITE ATMS DEPLOYMENT**

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

### **2.1 System Hardware and COTS**

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

#### **2.1.1 Deployment Plan**

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

#### Deliverables

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

### **2.2 Initial Test System Installation**

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

#### **2.2.1 Acyclica Sensor Data Pull Development**

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.

TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

#### Deliverables

- Operational communications to pull and display Acyclica server data

#### **2.2.2 Thin Client Deployment**

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

#### Deliverables

- Thin Client Interface for Initial Test Installation.

#### **2.2.3 ATMS Map Creation**

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.

TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

#### Deliverables

- Map Files for Initial System Installation

#### **2.2.4 Communications Verification**

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

- a. Valid communication and receipt of Wavetronics detector data, (10 units)
- b. Valid communication and receipt of Here.com detector data, (Freeway segments)
- c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
- d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
- e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

#### Deliverables

- Communication verification procedures and results



## **2.3 Module Configuration**

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

### **2.3.1 Event Management (EM)**

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

### **2.3.2 Traveler Information System (TIS)**

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

### **2.3.3 Video Control System (VCS)**

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

### **2.3.4 Central Communications System (CCS)**

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

### **2.3.5 Traffic Management System (TMS)**

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

### **2.3.6 ATMS MAP (MAP)**

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

### **2.3.7 Thin Client**

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.

### **2.3.8 Data Portal**

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

### **2.3.9 External and XML Interface Support**

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

#### Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

## **2.4 System Testing and Acceptance**

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

### **2.4.1 System Acceptance Test (SAT) Procedures**

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

#### Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.



#### **2.4.2 Perform SAT**

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

##### Deliverables

- Completed ATMS SAT

#### **2.5 ATMS Production System and Operation**

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

##### **2.5.1 System Production Environment**

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

##### Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

##### **2.5.2 Operator Training**

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

#### Deliverables

- Introduction Training,  
(2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training  
(16 hours total, small or individual sessions, hands-on setting)

#### **2.5.3 Workstation Setup**

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

#### Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

#### **2.5.4 System Activation**

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

#### Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

#### **2.5.5 Documentation**

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary. .

### **3 ONGOING SUPPORT**

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers



It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

### **3.1 TransSuite Systems**

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

### **3.2 Third Party Applications**

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

### **3.3 ATMS Servers**

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

#### **3.3.1 Test / Training Environment**

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new



software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

### **3.3.2 Production Environment**

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

### **3.4 Documenting Support Activities**

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of “action items” shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta’s software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

#### Deliverables

- Copy of third party updated licenses
- Software release notes

## **4 SUPPORT SERVICES**

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map

9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

#### **4.1 Device Integration**

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

#### **4.2 New Device Integration**

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

#### **4.3 Training**

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

#### **4.4 System Configuration Support**

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

#### **4.5 Third Party Service Integration**

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in



the form of a supplemental to provide for separate integration and coordination efforts with third party service.

## 5 SYSTEM ENHANCEMENTS

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

### 5.1 Enhancement Process

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

### 5.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in [Figure 2: Software Processes](#).

### **5.3 Testing**

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

### **5.4 Deployment**

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

## **6 PAYMENT TERMS**

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

### **6.1 Invoice Formatting**

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

## **7 SCHEDULE**

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

# Exhibit B: Estimate of Costs

**TRANSCORE**  
150 4th Avenue North, Suite 1200  
Nashville, TN 37219

Prepared By:  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

## Consultant Contract Fee Computation - Exhibit B

### Summary of Costs

Project: Springfield-ATMS  
Revised: September 9, 2016

Prepared For:  
Customer: MoDOT/City of Springfield  
Contact: Marc Lewis

### Labor Costs

| Person                      | Role                     | Hours          | Rate      | Total             |
|-----------------------------|--------------------------|----------------|-----------|-------------------|
| David Shackelford           | Software Manager         | 655            | \$ 65.30  | \$ 42,773.40      |
| Keith Patton                | Responsible Officer      | 8              | \$ 68.25  | \$ 546.01         |
| Rick Zygowicz               | Project Manager          | 148            | \$ 52.89  | \$ 7,828.00       |
| Glen Holcomb                | Senior Software Engineer | 88             | \$ 48.26  | \$ 4,247.06       |
| James Lewis                 | Software Engineer        | 96             | \$ 40.74  | \$ 3,911.31       |
| Eric Purser                 | Software Support         | 80             | \$ 37.10  | \$ 2,968.37       |
| Kevin Jones                 | Software Support         | 120            | \$ 21.59  | \$ 2,590.50       |
| Leticia Tomusiak            | Quality Control Engineer | 80             | \$ 34.60  | \$ 2,767.98       |
| Michael Bayer               | Senior Systems Engineer  | 292            | \$ 47.51  | \$ 13,873.18      |
| Tiffany Bronk               | Support Coordinator      | 712            | \$ 31.54  | \$ 22,457.98      |
| <b>Total Direct Labor</b>   |                          | <b>2,279</b>   | <b>\$</b> | <b>103,963.78</b> |
| <b>Overhead</b>             |                          | <b>131.99%</b> | <b>\$</b> | <b>137,221.80</b> |
| <b>Subtotal</b>             |                          |                | <b>\$</b> | <b>241,185.58</b> |
| <b>Fee</b>                  |                          | <b>12.00%</b>  | <b>\$</b> | <b>28,942.27</b>  |
| <b>Subtotal Labor Costs</b> |                          |                | <b>\$</b> | <b>270,127.85</b> |

### Direct Expenses

|                                 | Total               |
|---------------------------------|---------------------|
| Airfare                         | \$ 1,800.00         |
| Hotel                           | \$ 1,513.00         |
| Car Rental & Fuel               | \$ 960.00           |
| Mileage                         | \$ 1,120.00         |
| PerDiem                         | \$ 867.00           |
| Parking                         | \$ 100.00           |
| Hardware & COTS                 | \$ 63,500.00        |
| License                         | \$ -                |
| <b>Subtotal Direct Expenses</b> | <b>\$ 69,860.00</b> |

### Subconsultants

|                                | Total       |
|--------------------------------|-------------|
| GBAsi                          | \$ -        |
| Vireo                          | \$ -        |
| <b>Subtotal Subconsultants</b> | <b>\$ -</b> |

|                      |                      |
|----------------------|----------------------|
| <b>Project Total</b> | <b>\$ 339,987.85</b> |
|----------------------|----------------------|



# Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

Estimate of Hours

| Task                                | Description                      | Employee Name:    |                     |                 |                          |                   |                  |                  |                          |                         |                     | Total |
|-------------------------------------|----------------------------------|-------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|---------------------|-------|
|                                     |                                  | David Shackelford | Keith Patton        | Rick Zygowicz   | Glen Holcomb             | James Lewis       | Eric Purser      | Kevin Jones      | Leticia Tomusiak         | Michael Bayer           | Tiffany Bront       |       |
|                                     | Role:                            | Software Manager  | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Support Coordinator |       |
| <b>1 Project Management</b>         |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 1.1                                 | Project Manager                  |                   |                     | 20              |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.2                                 | Software Lead                    | 20                |                     |                 |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.3                                 | Invoicing                        |                   |                     | 20              |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.4                                 | Meeting Coordination             | 60                | 8                   | 60              |                          |                   |                  |                  |                          |                         | 60                  | 188   |
| 1.5                                 | Project Records / Files          |                   |                     | 39              |                          |                   |                  |                  |                          |                         |                     | 39    |
| <b>Task Subtotal</b>                |                                  | 80                | 8                   | 139             |                          |                   |                  |                  |                          |                         | 60                  | 287   |
| <b>2 TransSuite ATMS Deployment</b> |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 2.1                                 | System Hardware and COTS         | 2                 |                     | 9               | 8                        |                   |                  | 40               |                          | 8                       | 8                   | 27    |
| 2.2                                 | Initial Test System Installation | 69                |                     |                 |                          | 16                |                  |                  | 6                        | 16                      | 150                 | 283   |
| 2.3                                 | Module Configuration             | 120               |                     |                 |                          |                   |                  |                  | 34                       | 28                      | 77                  | 247   |
| 2.4                                 | System Testing / Acceptance      | 4                 |                     |                 |                          |                   |                  |                  |                          |                         | 32                  | 70    |
| 2.5                                 | Production System / Operation    | 48                |                     |                 |                          |                   |                  |                  |                          | 40                      | 68                  | 156   |
| <b>Task Subtotal</b>                |                                  | 243               |                     | 9               | 8                        | 16                |                  | 40               | 40                       | 92                      | 335                 | 783   |
| <b>3 Ongoing Support</b>            |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 3.1                                 | TransSuite Systems               | 40                |                     |                 |                          |                   |                  |                  |                          | 40                      | 40                  | 120   |
| 3.2                                 | Third Party Applications         |                   |                     |                 |                          |                   |                  |                  |                          |                         | 4                   | 4     |
| 3.3                                 | ATMS Servers                     | 70                |                     |                 |                          |                   |                  |                  |                          | 80                      | 80                  | 230   |
| 3.4                                 | Documentation Support            |                   |                     |                 |                          |                   |                  |                  |                          |                         | 40                  | 40    |
| <b>Task Subtotal</b>                |                                  | 110               |                     |                 |                          |                   |                  |                  |                          | 120                     | 164                 | 394   |
| <b>4 Support Services</b>           |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 4.1                                 | Device Integration               |                   |                     |                 |                          |                   |                  |                  |                          |                         | 45                  | 45    |
| 4.2                                 | New Device Support               | 40                |                     |                 |                          |                   |                  |                  |                          |                         | 16                  | 40    |
| 4.3                                 | Training                         |                   |                     |                 |                          |                   |                  |                  |                          |                         | 50                  | 50    |
| 4.4                                 | System Configuration Support     |                   |                     |                 |                          |                   |                  |                  |                          |                         | 2                   | 4     |
| 4.5                                 | Third Party Service Support      | 2                 |                     |                 |                          |                   |                  |                  |                          |                         |                     | 2     |
| <b>Task Subtotal</b>                |                                  | 42                |                     |                 |                          |                   |                  |                  |                          |                         | 113                 | 155   |
| <b>5 System Enhancements</b>        |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 5.1                                 | Enhancement Process              |                   |                     |                 | 80                       | 80                | 80               | 80               |                          |                         |                     | 420   |
| 5.2                                 | Development Stage                | 100               |                     |                 |                          |                   |                  |                  |                          |                         |                     | 120   |
| 5.3                                 | Testing                          | 40                |                     |                 |                          |                   |                  |                  | 40                       | 40                      | 40                  | 120   |
| 5.4                                 | Deployment                       | 40                |                     |                 |                          |                   |                  |                  |                          |                         | 40                  | 120   |
| <b>Task Subtotal</b>                |                                  | 180               |                     |                 | 80                       | 80                | 80               | 80               | 40                       | 80                      | 40                  | 660   |
| <b>Project Total</b>                |                                  | 655               | 8                   | 148             | 88                       | 96                | 80               | 120              | 80                       | 292                     | 712                 | 2,279 |

### Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

#### Direct Expenses

| Task                                 | Description                      | Airfare     | Hotel       | Car Rental & Fuel | Mileage     | PerDiem   | Parking   | Hardware & COTS | License | Total        |
|--------------------------------------|----------------------------------|-------------|-------------|-------------------|-------------|-----------|-----------|-----------------|---------|--------------|
| <b>1. Project Management</b>         |                                  |             |             |                   |             |           |           |                 |         |              |
| 1.1                                  | Project Manager                  |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.2                                  | Software Lead                    |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.3                                  | Invoicing                        |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.4                                  | Meeting Coordination             |             | \$          |                   | 2,000       | \$        | 1         |                 |         | \$ 1,845.00  |
| 1.5                                  | Project Records / Files          |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  | 0           | 5           | 0                 | 2,000       | 5         | 1         | 0               | 0       | \$ 1,845.00  |
| <b>2. TransSuite ATMS Deployment</b> |                                  |             |             |                   |             |           |           |                 |         |              |
| 2.1                                  | System Hardware and COTS         |             |             |                   |             |           |           | 63,500          |         | \$ 63,500.00 |
| 2.2                                  | Initial Test System Installation | 1           | \$          | \$                |             | \$        | 1         |                 |         | \$ 1,725.00  |
| 2.3                                  | Module Configuration             |             |             |                   |             |           |           |                 |         | \$ -         |
| 2.4                                  | System Testing / Acceptance      |             |             |                   |             |           |           |                 |         | \$ -         |
| 2.5                                  | Production System / Operation    |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  | 1           | 5           | 5                 | 0           | 5         | 1         | 63,500          | 0       | \$ 65,225.00 |
| <b>3. Ongoing Support</b>            |                                  |             |             |                   |             |           |           |                 |         |              |
| 3.1                                  | TransSuite Systems               |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.2                                  | Third Party Applications         |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.3                                  | ATMS Servers                     |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.4                                  | Documentation Support            |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  | 0           | 0           | 0                 | 0           | 0         | 0         | 0               | 0       | \$ -         |
| <b>4. Support Services</b>           |                                  |             |             |                   |             |           |           |                 |         |              |
| 4.1                                  | Device Integration               |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.2                                  | New Device Support               |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.3                                  | Training                         | 1           | \$          | \$                |             | \$        | 1         |                 |         | \$ 1,725.00  |
| 4.4                                  | System Configuration Support     |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.5                                  | Third Party Service Support      |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  | 1           | 5           | 5                 | 0           | 5         | 1         | 0               | 0       | \$ 1,725.00  |
| <b>5. System Enhancements</b>        |                                  |             |             |                   |             |           |           |                 |         |              |
| 5.1                                  | Enhancement Process              |             |             |                   |             |           |           |                 |         | \$ -         |
| 5.2                                  | Development Stage                |             |             |                   |             |           |           |                 |         | \$ -         |
| 5.3                                  | Testing                          | 1           | 2           | 2                 |             | 2         | 1         |                 |         | \$ 1,065.00  |
| 5.4                                  | Deployment                       |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  | 1           | 2           | 2                 | 0           | 2         | 1         | 0               | 0       | \$ 1,065.00  |
| <b>Project Total Quantity</b>        |                                  | 3           | 17          | 12                | 2,000       | 17        | 4         | 63,500          | 0       |              |
| <b>Project Total Cost</b>            |                                  | \$ 1,800.00 | \$ 1,513.00 | \$ 960.00         | \$ 1,120.00 | \$ 867.00 | \$ 100.00 | \$ 63,500.00    | \$ -    | \$ 69,860.00 |



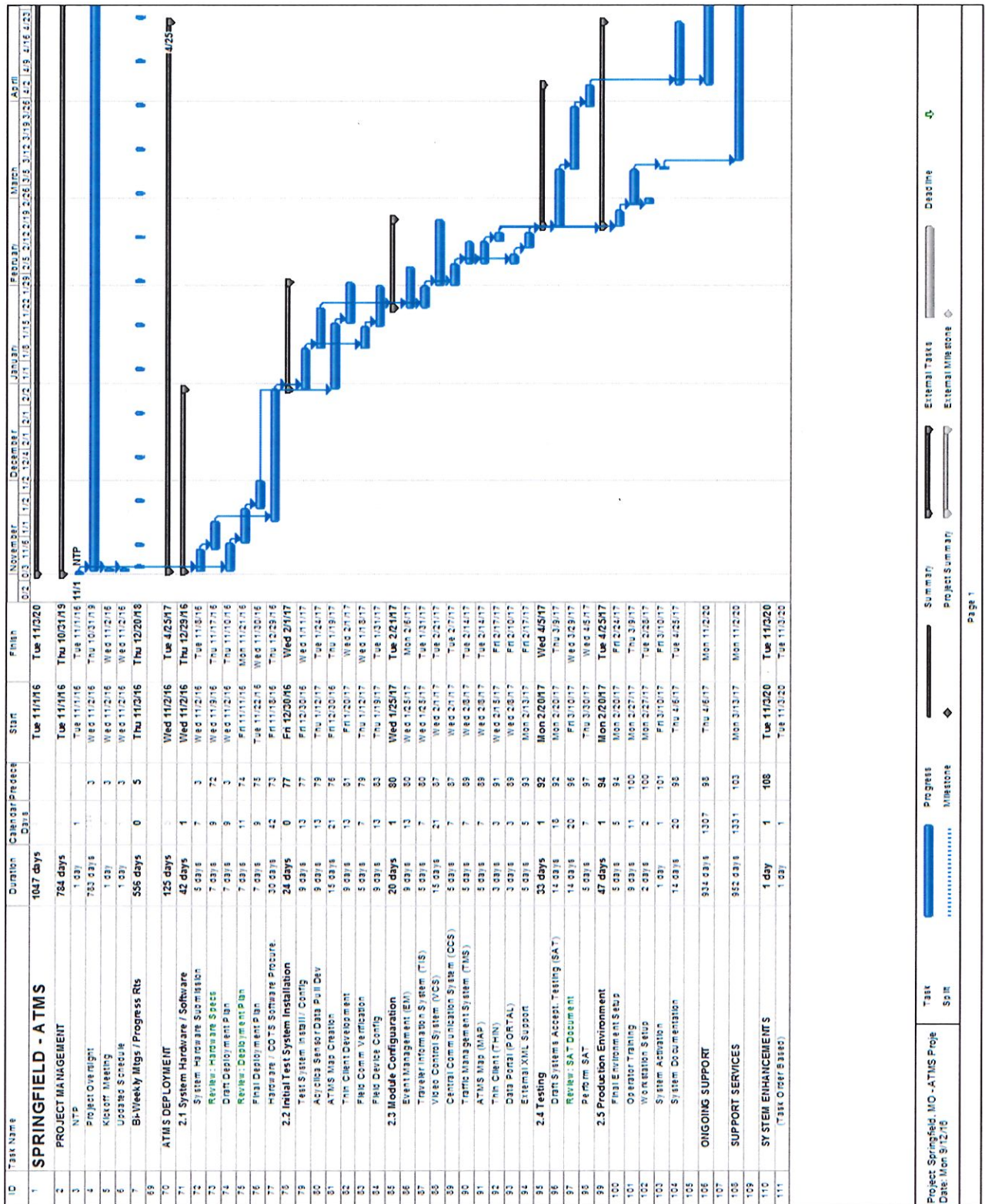
# Summary of Costs by Task

## Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

| Task                                | Description                      | Total Labor Costs | Direct Expenses | Total         |
|-------------------------------------|----------------------------------|-------------------|-----------------|---------------|
| <b>1 Project Management</b>         |                                  |                   |                 |               |
| 1.1                                 | Project Manager                  | \$ 2,748.57       | \$ -            | \$ 2,748.57   |
| 1.2                                 | Software Lead                    | \$ 3,393.51       | \$ -            | \$ 3,393.51   |
| 1.3                                 | Invoicing                        | \$ 2,748.57       | \$ -            | \$ 2,748.57   |
| 1.4                                 | Meeting Coordination             | \$ 24,762.26      | \$ 1,845.00     | \$ 26,607.26  |
| 1.5                                 | Project Records / Files          | \$ 5,359.71       | \$ -            | \$ 5,359.71   |
| <b>Task Subtotal</b>                |                                  | \$ 39,012.61      | \$ 1,845.00     | \$ 40,857.61  |
| <b>2 TransSuite ATMS Deployment</b> |                                  |                   |                 |               |
| 2.1                                 | System Hardware and COTS         | \$ 3,219.43       | \$ 63,500.00    | \$ 66,719.43  |
| 2.2                                 | Initial Test System Installation | \$ 29,222.91      | \$ 1,725.00     | \$ 30,947.91  |
| 2.3                                 | Module Configuration             | \$ 32,361.36      | \$ -            | \$ 32,361.36  |
| 2.4                                 | System Testing / Acceptance      | \$ 6,357.89       | \$ -            | \$ 6,357.89   |
| 2.5                                 | Production System / Operation    | \$ 18,655.29      | \$ -            | \$ 18,655.29  |
| <b>Task Subtotal</b>                |                                  | \$ 89,816.87      | \$ 65,225.00    | \$ 155,041.87 |
| <b>3 Ongoing Support</b>            |                                  |                   |                 |               |
| 3.1                                 | TransSuite Systems               | \$ 15,003.13      | \$ -            | \$ 15,003.13  |
| 3.2                                 | Thrid Party Applications         | \$ 327.82         | \$ -            | \$ 327.82     |
| 3.3                                 | ATMS Servers                     | \$ 28,309.50      | \$ -            | \$ 28,309.50  |
| 3.4                                 | Documentation Support            | \$ 3,278.22       | \$ -            | \$ 3,278.22   |
| <b>Task Subtotal</b>                |                                  | \$ 46,918.67      | \$ -            | \$ 46,918.67  |
| <b>4 Support Services</b>           |                                  |                   |                 |               |
| 4.1                                 | Device Integration               | \$ 3,688.00       | \$ -            | \$ 3,688.00   |
| 4.2                                 | New Device Support               | \$ 6,787.03       | \$ -            | \$ 6,787.03   |
| 4.3                                 | Training                         | \$ 1,311.29       | \$ 1,725.00     | \$ 3,036.29   |
| 4.4                                 | System Configuration Support     | \$ 4,097.77       | \$ -            | \$ 4,097.77   |
| 4.5                                 | Third Party Service Support      | \$ 503.26         | \$ -            | \$ 503.26     |
| <b>Task Subtotal</b>                |                                  | \$ 16,387.35      | \$ 1,725.00     | \$ 18,112.35  |
| <b>5 System Enhancements</b>        |                                  |                   |                 |               |
| 5.1                                 | Enhancement Process              | \$ -              | \$ -            | \$ -          |
| 5.2                                 | Development Stage                | \$ 47,668.30      | \$ -            | \$ 47,668.30  |
| 5.3                                 | Testing                          | \$ 15,320.92      | \$ 1,065.00     | \$ 16,385.92  |
| 5.4                                 | Deployment                       | \$ 15,003.13      | \$ -            | \$ 15,003.13  |
| <b>Task Subtotal</b>                |                                  | \$ 77,992.35      | \$ 1,065.00     | \$ 79,057.35  |
| <b>Project Total</b>                |                                  | \$ 270,127.85     | \$ 69,860.00    | \$ 339,987.85 |

# Exhibit C: Schedule





# Exhibit D: Work Eligibility Verification Affidavit

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee )  
 ) ss  
COUNTY OF Davidson )

On this 13<sup>th</sup> day of September, 2014, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT of TRANSCORE ITS, LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ



or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the  
aforementioned business entity and not under duress.

M. J. H.

Affiant Signature

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2016.

Nichole Richardson

Notary Public

My commission expires: 8/17/2020

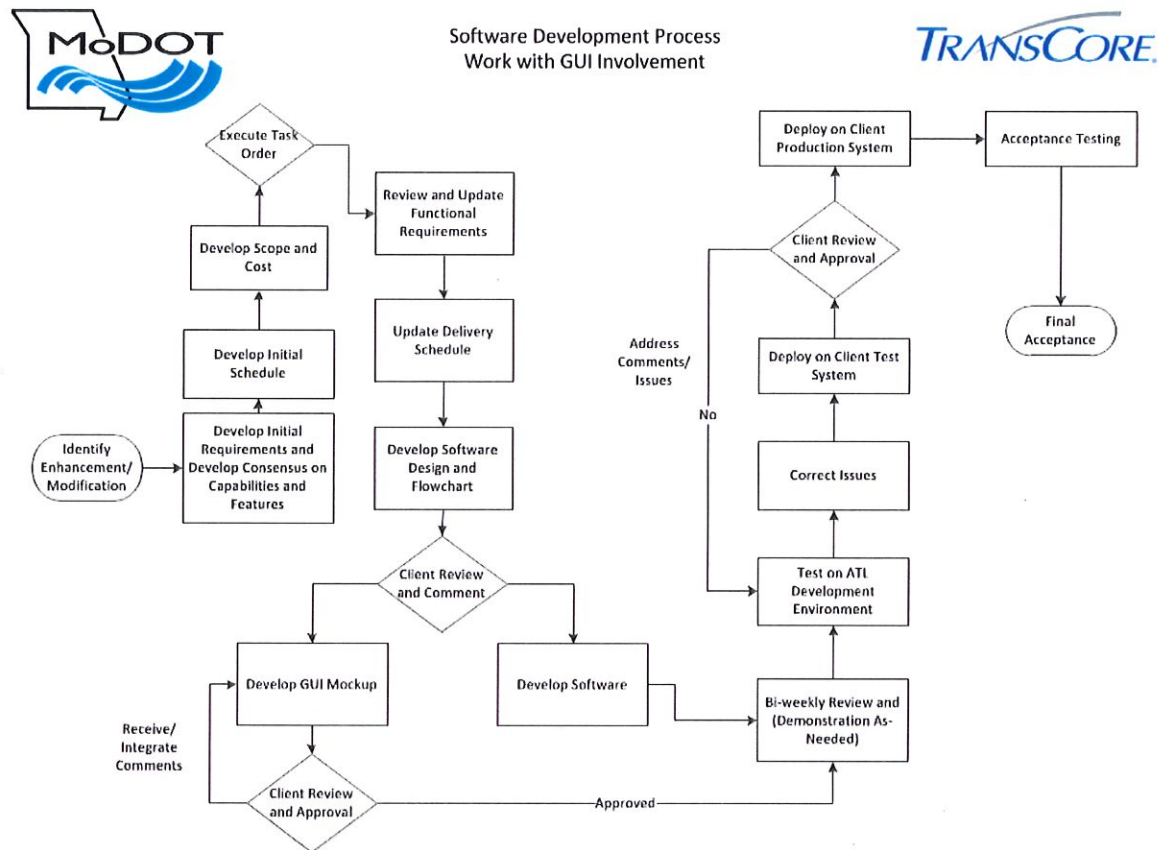
*[documentation of enrollment/participation in a federal work authorization program attached]*



## Figure 1: License Agreement

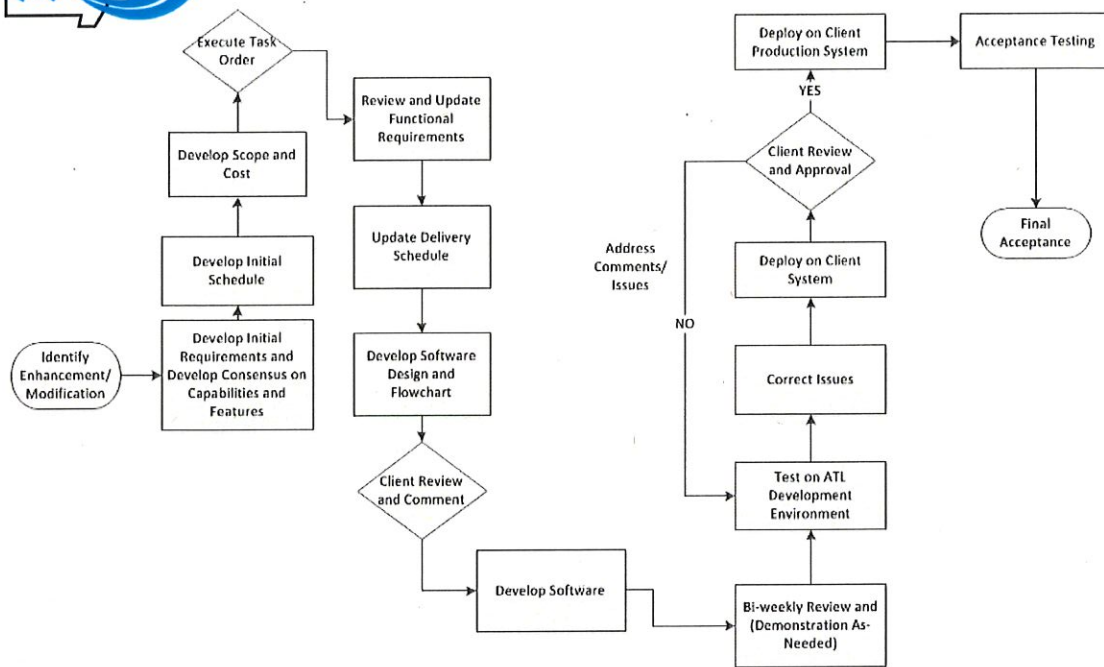
(No new license agreements need to be executed at this time...)

# Figure 2: Software Processes





# Software Development Process Back End Tasks









# CERTIFICATE OF LIABILITY INSURANCE

20674

DATE (MM/DD/YYYY)  
1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Commercial Lines - (404) 923-3700<br>Wells Fargo Insurance Services USA, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | <b>CONTACT NAME:</b> Candance Coleman<br><b>PHONE (A/C, No, Ext):</b> 404-923-3590<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Candance.Coleman@wellsfargo.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|------------------------------------------------|-------|------------|-----------------------------|-------|------------|---------------------------------------|-------|------------|----------------------------|-------|------------|--------------------------------|-------|------------|-----------------------------------|--|
| <b>INSURED</b><br>Roper Technologies, Inc; A Parent Company<br>TransCore ITS, LLC<br>150 4th Ave. N, Ste. 1200<br>Nashville, TN 37219                          | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins. Co. of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C:</td><td>Commerce &amp; Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D:</td><td>XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER E:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER F:</td><td colspan="2">See Below for Company Information</td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | INSURER B: | Greenwich Insurance Company | 22322 | INSURER C: | Commerce & Industry Insurance Company | 19410 | INSURER D: | XL Insurance America, Inc. | 24554 | INSURER E: | XL Specialty Insurance Company | 37885 | INSURER F: | See Below for Company Information |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NAIC #                        |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER A:                                                                                                                                                     | National Union Fire Ins. Co. of Pittsburgh, PA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 19445                         |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER B:                                                                                                                                                     | Greenwich Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 22322                         |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER C:                                                                                                                                                     | Commerce & Industry Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 19410                         |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER D:                                                                                                                                                     | XL Insurance America, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 24554                         |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER E:                                                                                                                                                     | XL Specialty Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 37885                         |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |
| INSURER F:                                                                                                                                                     | See Below for Company Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |        |            |                                                |       |            |                             |       |            |                                       |       |            |                            |       |            |                                |       |            |                                   |  |

**COVERAGES**

CERTIFICATE NUMBER: 11314599

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                           | ADDL SUBR INSD WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                    | 1929789                 | 04/01/2016              | 04/01/2017              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$25,000 Com <input checked="" type="checkbox"/> \$25,000 Coll           |                    | RAD9437765              | 04/01/2016              | 04/01/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 25,000                                                                                                                                                     |                    | 19086871                | 04/01/2016              | 04/01/2017              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                      |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N                                                                                                                                                                                                                                                                                                                                        |                    | RWD3001097 (AOS)        | 04/01/2016              | 04/01/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                                                                                                                                                   |
| E        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>N/A                                                                                                                                                                                                                                                |                    | RWR3001098 (WI)         | 04/01/2016              | 04/01/2017              | E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                                            |
| F        | Professional Liability (E&O)<br>AIG Specialty Ins. Co.                                                                                                                                                                                                                                                                                                                                      |                    | 024098733 (NAIC #26883) | 11/01/2015              | 04/01/2017              | \$10,000,000 Claims-made                                                                                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Advanced Traffic Management System (ATMS) Software and Services

City of Springfield and the Missouri Department of Transportation (MoDOT) are included as additional insured on the General and Auto liability with respect to liability arising out of the named insured's operations. Waiver of subrogation is granted as it relates to general and auto liability and workers' comp regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to the policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Missouri Department of Transportation  
Attn: Steve Patterson, Safety and Claims Manager  
PO Box 270  
Jefferson City, MO 65102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 11314558 Issued on 1/9/2017)



CCO Form: DE44  
Approved: 01/00 (BDG)  
Revised: 06/17 (TP)  
Modified:

Supplemental Agreement No. 2019-01-47076  
Route: Various  
County: Various  
Job No.: 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2019-01-47076  
(FEDERAL ASSISTANCE)**

THIS 1st SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and TransCore ITS, LLC (hereinafter, "Consultant").

**WITNESSETH:**

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be integrated with the cost of the Original Agreement.

(C) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement are modified as follows:

|                  | Original Amount | Supplemental Agreement No. 1 | TOTAL        |
|------------------|-----------------|------------------------------|--------------|
| Fixed Fee        | \$28,942.27     | \$17,184.65                  | \$46,126.92  |
| Max. Fee Payable | \$339,987.85    | \$160,390.10                 | \$500,377.95 |

(3) DBE PARTICIPATION: In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

| DBE FIRM NAME(S)<br>FOR THIS<br>SUPPLEMENTAL | TYPE OF<br>SERVICE | TOTAL VALUE<br>OF DBE WORK<br>FOR THIS<br>SUPPLEMENTAL | PERCENTAGE OF<br>SUBCONTRACT<br>VALUE APPLICABLE<br>TO THE TOTAL GOAL |
|----------------------------------------------|--------------------|--------------------------------------------------------|-----------------------------------------------------------------------|
| DBE Firm #1                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #2                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #3                                  |                    | \$                                                     | %                                                                     |
| DBE TOTAL VALUE<br>FOR THIS<br>SUPPLEMENTAL  | \$                 |                                                        |                                                                       |

|                                                              |    |
|--------------------------------------------------------------|----|
| DBE TOTAL VALUE<br>(including Original<br>Contract DBE work) | \$ |
|--------------------------------------------------------------|----|

|                                                                                                                                                              |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED % DBE PARTICIPATION FOR THIS<br>SUPPLEMENTAL: DBE total value for this<br>supplemental divided by the maximum fee<br>payable for this supplemental | % |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

|                                                                                                                                                                            |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED TOTAL % DBE PARTICIPATION:<br>DBE total value (including Original Contract DBE<br>work) divided by the total maximum fee payable<br>(the total contract ceiling) | % |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

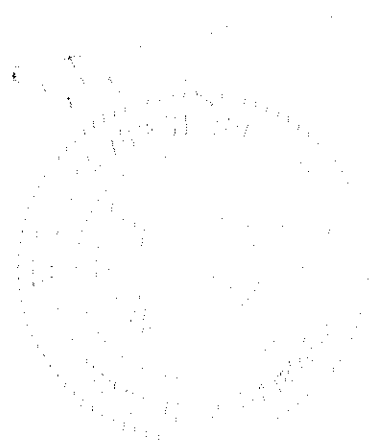
(4) SUBCONSULTANTS: Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit C for completion of these additional services shall be 0 days. The projected completion date shown on Exhibit C remains November 3, 2020, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

*[remainder of page intentionally left blank]*



*[Faint, illegible text, possibly a signature or stamp, located at the bottom left of the page.]*



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

Executed by the Consultant this 6<sup>th</sup> day of September, 2019

Executed by the City this 4<sup>th</sup> day of October, 2019

Executed by the Commission this 21 day of October, 2019

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: [Signature]  
Title: Assistant Chief Engineer

**TRANSCORE ITS, LLC**

By: [Signature]  
Title: Sr Vice President

ATTEST: (Commission seal)

[Signature]  
Secretary to the Commission

ATTEST: (Consultant seal, if existing)

By: [Signature]  
Title: office admin

APPROVED AS TO FORM:

[Signature]  
Commission Counsel

APPROVED AS TO FORM:

By: [Signature]  
Title: Contracts Attorney

**CITY OF SPRINGFIELD**

By: [Signature]  
Title: City manager or designee

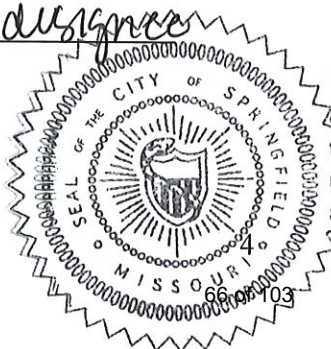
APPROVED AS TO FORM:

By: [Signature]  
Title: City Attorney or designee

ATTEST: (City seal, if existing)

By: [Signature]  
Title: City Clerk or designee

City Ordinance Number 27231



**CERTIFICATE OF DIRECTOR OR FINANCE**

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

[Signature]  
Director of Finance or Acting Director

# Springfield Region

## Advance Transportation Management System (ATMS)

### Extension No.1

### Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

August 16, 2019  
Version 1.6 (v1g)



| Revision # | Date        | Purpose                                                         |
|------------|-------------|-----------------------------------------------------------------|
| 1.0        | Jan-10-2019 | Initial extension draft                                         |
| 1.1        | Jan-23-2019 | Incorporate comments after internal review of task descriptions |
| 1.2        | Jan-24-2019 | Release draft to client for review and comment                  |
| 1.3        | Feb-8-2019  | Revised per client comments                                     |
| 1.4        | Jun-10-2019 | Added core system support                                       |
| 1.6        | Aug-16-2019 | Revised schedule per client request                             |
|            |             |                                                                 |

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## INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

## 1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

### 1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

## 2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

### 2.1 DMS Usage Reports

As part of this effort TransCore will develop and deploy two dynamic message sign reports that will enhance the ability to determine how field devices are being operated. System requirements for this enhancement include:

#### User Interface Requirements

- User can have the option of selecting one or more DMS for report
- Display of DMS Description and ID to allow for signs to be easy to identify for user selection
- Ability to sort signs by organization, ID, Route to help quick identify a DMS grouping to review
- Should support the ability to do a dynamic smart search function, where a user enters part of the sign's description and a list of potential devices appear based on if any part of the typed field matches any part of the description, the list would decrease as more text is entered
- Should support the ability to select a date range using both calendar or allowing user to enter a start/end date and time

#### Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

#### Report: Total Time in Use

- Report will show the total time a DMS was active over the period selected by the user
- Report will list "Total Time Active" in "minutes:seconds"; calculated based on actual time a message of any kind was visible





- Report will list longest continuous message displayed over this period and time/date it was active; calculated based on determining the longest string of time any single message was displayed and display both the message and the start/end date/time this message was displayed
- Report will show total time each TIS function used the selected board; calculated for each TIS function, such as EM, Schedule, User, Plan, Etc over the period indicated for the user
- If more than one board is selected by the user the information in the previous bullets will be displayed for each sign selected, with each individual DMS as a header separating each section

**Report: Detailed DMS Communication History**

- Report will be like the currently available DMS History Report in TIS, except instead of display time/date and message duration, the report list time/date and duration of each time the DMS was not unable to be reached due to unable to communicate
- Report should provide a summary displaying total amount of time over the user selected period that sign was in comm failed condition

**Deliverables:**

Report: Total Time in Use

Report: Detailed DMS Communication History

## **2.2 Data Portal / Event Viewer: Corridor Reports**

Under this task TransCore would add the ability to generate a report that provides the following items on a monthly basis.

**User Interface Requirements**

- Report will be accessible through the Data Portal / Event Viewer interface
- Although designed for monthly reporting other date and time ranges should be supported

**Report Output Requirements**

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

**Optional Requirements**

- Optional output to be discussed; setup of a dashboard that shows this information in a visualized form instead of a tabular report
- Optional function to allow "saving" of filters to allow a user run any number of reports not just the summary reports to be generated below

**Report: System Wide Performance**

- Total Incidents Entered
- Total Confirmed Incidents
- Total Incidents from 7am to 6pm (working hours)
- Total Confirmed Incidents from 7am to 6pm (working hours)
- % of Working Hour Incidents to Total Incidents
- % of Working Hour Confirmed Incidents to Total Working Hour Incidents
- Avg Incident Duration (Detection to Clearance—for confirmed incidents only)
- Avg Lane Blockage Duration (Mainline Only)
- Response Time for MoDOT ER
- Total Construction Events
- Total number of incidents that had DMS boards lit in association



#### Report: Corridor Performance

Same requirements as "System Wide Performance" filtered for pre-determined corridors.

#### Deliverables:

Report: System Wide Performance

Report: Corridor Performance

### 2.3 Add Center Lane to Map and Event Manager

The Event Management System currently supports locations with a single direction covering Interstate or other limited access roads. Arterials only sometimes have a median that would be able to reasonably accommodate having two locations in TransSuite, one for each direction. Arterials without a median should really be modeled as a single segment for both directions.

#### Event Management Interface

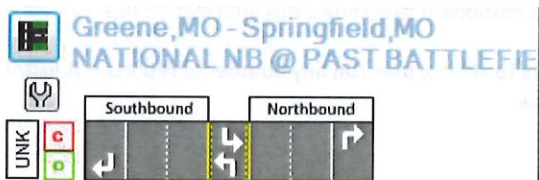
To better support arterial location with no median we are proposing to change Event Management from its current representation of each direction as an independent location to a single location that represent both directions. We will add new fields to support storing the opposing lane configuration and impact plans alongside the current fields. In addition, events with a bidirectional location will have the current impact level, for positive direction, and a new field for opposing impact level.

#### Lane Closures

The current way of entering lane closures looks like the following:



The UI will change to a more graphical representation of the buttons like the following:



#### Impact Plans

Additional configuration of opposing impact plans and event opposing impact level will be available.

#### Cameras

Arterial locations tend to have camera coverage on cross streets in addition to main streets. Minimally Event Management should support associating the cross street to left and to right cameras with buttons like the current before and after cameras.



### Location Data

To support the bidirectional segments in TransSuite location data we will need to add at least the following fields to TransSuite location data in the database and the source GIS data:

- Is Arterial: If the location is an arterial location
- Opposing Cross Street: Next cross street when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for right turns: Next cross street for right turns when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for left turns: Next cross street for left turns when coming the direction opposing what is considered positive for the segment
- Opposing Impact Plan: Dynamic response impact plan to use for opposing what is considered positive for the segment
- Opposing Location: Relative location of the Opposing Cross Street
- Opposing Location To: Relative location of the Opposing Cross Street for turns
- Center Turn Lane Count: Number of centers turn lanes
- Opposing Left Turn Lane Count: Number of left turn lanes in direction opposing what is considered positive for the segment
- Opposing Mainline Lane Count: Number of mainline lanes in direction opposing what is considered positive for the segment
- Opposing Right Turn Lane Count: Number of right turn lanes in direction opposing what is considered positive for the segment
- Opposing Right Shoulder Count: Number of right shoulder lanes in direction opposing what is considered positive for the segment

A series of scenarios are in Appendix A to show how this would function under typical use cases once deployed.

### 2.4 Add Additional Intersection Configurations

Additional land configurations have been reviewed but labor estimates can not be generated. Supporting these new types of intersection configurations would require extensive reprogramming for the dynamic functions of the Event Management application. Continued evaluation is being done, but scope or estimate can be provided at this time.

### 2.5 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.

## 3. CORE SYSTEM MAINTENANCE

### 3.1 System Operational Support

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.



#### **4. SCHEDULE**

##### **4.1 Project Timeframe**

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of November 3, 2020, unless stated otherwise through agreed to amendments between parties.

#### **5. COST SCHEDULE**

##### **5.1 Payment Terms**

Current hours and cost anticipated for the work are broken down as follows:





150 4th Avenue North, Suite 1200  
Nashville, TN 37219

Prepared By:  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

## Consultant Contract Fee Computation - Exhibit B

### Summary of Costs

Project: Springfield-ATMS Ext-1  
Revised: June 10, 2019

Prepared For:  
Customer: MoDOT/City of Springfield  
Contact: Marc Lewis

| Labor Costs              |                          |       |          |               |
|--------------------------|--------------------------|-------|----------|---------------|
| Person                   | Role                     | Hours | Rate     | Total         |
| David Shackelford        | Software Manager         | 305   | \$ 68.10 | \$ 20,769.74  |
| Keith Patton             | Responsible Officer      | 0     | \$ 68.25 | \$ -          |
| Rick Zygowicz            | Project Manager          | 53    | \$ 60.59 | \$ 3,211.23   |
| Glen Holcomb             | Senior Software Engineer | 198   | \$ 48.26 | \$ 9,555.88   |
| James Lewis              | Software Engineer        | 80    | \$ 40.74 | \$ 3,259.42   |
| Eric Purser              | Software Support         | 112   | \$ 37.10 | \$ 4,155.72   |
| Kevin Jones              | Software Support         | 188   | \$ 21.59 | \$ 4,058.45   |
| Leticia Tomusiak         | Quality Control Engineer | 120   | \$ 34.60 | \$ 4,151.98   |
| Michael Bayer            | Senior Systems Engineer  | 54    | \$ 49.18 | \$ 2,655.56   |
| Tiffany Bronk            | Support Coordinator      | 166   | \$ 35.67 | \$ 5,921.97   |
| Total Direct Labor       |                          | 1,276 |          | \$ 57,739.94  |
| Overhead 148.02%         |                          |       |          | \$ 85,465.51  |
| Subtotal                 |                          |       |          | \$ 143,205.45 |
| Fee 12.00%               |                          |       |          | \$ 17,184.65  |
| Subtotal Labor Costs     |                          |       |          | \$ 160,390.10 |
| Direct Expenses          |                          |       |          | Total         |
| Airfare                  |                          |       | \$       | -             |
| Hotel                    |                          |       | \$       | -             |
| Car Rental & Fuel        |                          |       | \$       | -             |
| Mileage                  |                          |       | \$       | -             |
| PerDiem                  |                          |       | \$       | -             |
| Parking                  |                          |       | \$       | -             |
| Hardware & COTS          |                          |       | \$       | -             |
| License                  |                          |       | \$       | -             |
| Subtotal Direct Expenses |                          |       | \$       | -             |
| Subconsultants           |                          |       |          | Total         |
| GBAsI                    |                          |       | \$       | -             |
| Vireo                    |                          |       | \$       | -             |
| Subtotal Subconsultants  |                          |       | \$       | -             |
| Project Total            |                          |       | \$       | 160,390.10    |



Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1  
Customer: NHDOT/City of Springfield  
Revised: June 10, 2019

TRANSCORE  
Estimate of Hours

| Task Description                        | Employee Name:   |                     |                 |                          |                   |                  |                  |                          |                         |                     |     | Total |
|-----------------------------------------|------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|---------------------|-----|-------|
|                                         | David Shadelford | Keith Patton        | Rick Zyglwitz   | Glen Holcomb             | James Lewis       | Eric Purzer      | Kevin Jones      | Letida Tomuslak          | Michael Bayer           | Tiffany Brink       |     |       |
| Role:                                   | Software Manager | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Support Coordinator |     |       |
| <b>1 Project Management</b>             |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| 1.1 Project Manager                     |                  |                     | 4               |                          |                   |                  |                  |                          |                         |                     |     | 4     |
| <b>Task Subtotal</b>                    |                  |                     | 4               |                          |                   |                  |                  |                          |                         |                     |     | 4     |
| <b>2.1 Enh-DMS Usage Reports</b>        |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| Interface/Output                        | 10               |                     |                 | 6                        |                   | 4                | 4                |                          | 4                       |                     |     | 28    |
| Report: Total Time in Use               | 10               |                     |                 | 8                        |                   | 8                | 8                |                          | 4                       |                     |     | 41    |
| Report: DMS Comm History                | 10               |                     |                 | 8                        |                   | 8                | 8                |                          | 4                       |                     |     | 41    |
| <b>Task Subtotal</b>                    | 30               |                     |                 | 22                       |                   | 20               | 20               |                          | 12                      |                     | 6   | 110   |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| Interface/Output                        | 10               |                     |                 | 6                        |                   | 4                | 4                |                          | 4                       |                     |     | 28    |
| Report: System Wide Data                | 20               |                     |                 | 20                       |                   | 18               | 16               |                          | 8                       |                     | 5   | 87    |
| Report: Corridor by Cor Data            | 25               |                     |                 | 20                       |                   | 20               | 20               |                          | 10                      |                     | 10  | 105   |
| <b>Task Subtotal</b>                    | 55               |                     |                 | 46                       |                   | 42               | 40               |                          | 22                      |                     | 15  | 220   |
| <b>2.3 Center Lane Support Map/EM</b>   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| Interface Enhancements                  | 100              |                     | 4               | 50                       |                   | 50               | 48               |                          | 40                      |                     | 25  | 337   |
| <b>Task Subtotal</b>                    | 100              |                     | 4               | 50                       |                   | 50               | 48               |                          | 40                      |                     | 25  | 337   |
| <b>2.4 Add Intersection Config.</b>     |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| (Currently Undefined)                   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| <b>Task Subtotal</b>                    |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| <b>2.5 Ongoing Support Services</b>     |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| Continued maintenance                   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| <b>Task Subtotal</b>                    |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| <b>3 Core System Maintenance</b>        |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |     |       |
| 3.1 System Operational Support          | 120              |                     | 45              | 80                       | 80                |                  | 80               | 80                       |                         |                     | 120 | 605   |
| <b>Task Subtotal</b>                    | 120              |                     | 45              | 80                       | 80                |                  | 80               | 80                       |                         |                     | 120 | 605   |
| <b>Project Total</b>                    | 305              |                     | 53              | 198                      | 80                | 112              | 188              | 120                      | 54                      |                     | 166 | 1,276 |

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1  
Customer: MoDOT/City of Springfield  
Revised: June 10, 2019

Direct Expenses

| Task                                    | Description                    | Airfare<br>\$600.00 | Hotel<br>\$89.00 | Car Rental &<br>Fuel<br>\$80.00 | Mileage<br>\$0.56 | PerDiem<br>\$51.00 | Parking<br>\$25.00 | Hardware &<br>COTS<br>\$1.00 | License<br>\$0.00 | Total |
|-----------------------------------------|--------------------------------|---------------------|------------------|---------------------------------|-------------------|--------------------|--------------------|------------------------------|-------------------|-------|
| <b>1 Project Management</b>             |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| 1.1                                     | Project Manager                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>2.1 Enh-DMS Usage Reports</b>        |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface/Output               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: Total Time in Use      |                     |                  |                                 |                   |                    |                    |                              |                   | \$ -  |
|                                         | Report: DMS Comm History       |                     |                  |                                 |                   |                    |                    |                              |                   | \$ -  |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface/Output               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: System Wide Data       |                     |                  |                                 |                   |                    |                    |                              |                   | \$ -  |
|                                         | Report: Corridor by Corr Data  |                     |                  |                                 |                   |                    |                    |                              |                   | \$ -  |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>2.3 Center Lane Support Map/EM</b>   |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface Enhancements         |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>2.4 Add Intersection Config.</b>     |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | (Currently Undefined)          |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>2.5 Ongoing Support Services</b>     |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Continue Maintenance           |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>3 Core System Maintenance</b>        |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | 3.1 System Operational Support |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Task Subtotal                  | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | \$ -  |
| <b>Project Total Quantity</b>           |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Project Total Cost</b>               |                                |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         |                                | \$ -                | \$ -             | \$ -                            | \$ -              | \$ -               | \$ -               | \$ -                         | \$ -              | \$ -  |



#### Summary of Costs by Task

#### Consultant Contract Fee Computation - Exhibit B

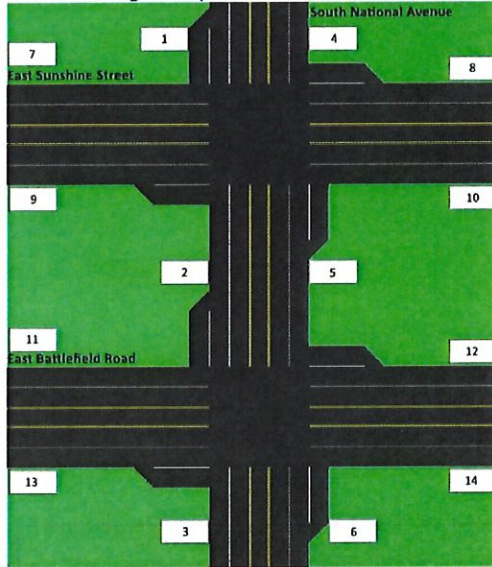
Project: Springfield-ATMS Ext-1  
Customer: MoDOT/City of Springfield  
Revised: June 10, 2019

| Task                                    | Description                   | Total Labor Costs | Direct Expenses | Total         |
|-----------------------------------------|-------------------------------|-------------------|-----------------|---------------|
| <b>1 Project Management</b>             |                               |                   |                 |               |
| 1.1                                     | Project Manager               | \$ 673.22         | \$ -            | \$ 673.22     |
|                                         | <b>Task Subtotal</b>          | \$ 673.22         | \$ -            | \$ 673.22     |
| <b>2.1 Enh-DMS Usage Reports</b>        |                               |                   |                 |               |
|                                         | Interface/Output              | \$ 3,894.54       | \$ -            | \$ 3,894.54   |
|                                         | Report: Total Time in Use     | \$ 5,112.10       | \$ -            | \$ 5,112.10   |
|                                         | Report: DMS Comm History      | \$ 5,112.10       | \$ -            | \$ 5,112.10   |
|                                         | <b>Task Subtotal</b>          | \$ 14,118.74      | \$ -            | \$ 14,118.74  |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                               |                   |                 |               |
|                                         | Interface/Output              | \$ 3,894.54       | \$ -            | \$ 3,894.54   |
|                                         | Report: System Wide Data      | \$ 10,867.49      | \$ -            | \$ 10,867.49  |
|                                         | Report: Corridor by Corr Data | \$ 13,027.99      | \$ -            | \$ 13,027.99  |
|                                         | <b>Task Subtotal</b>          | \$ 27,790.02      | \$ -            | \$ 27,790.02  |
| <b>2.3 Center Lane Support Map/EM</b>   |                               |                   |                 |               |
|                                         | Interface Enhancements        | \$ 43,378.24      | \$ -            | \$ 43,378.24  |
|                                         | <b>Task Subtotal</b>          | \$ 43,378.24      | \$ -            | \$ 43,378.24  |
| <b>2.4 Add Intersection Config.</b>     |                               |                   |                 |               |
|                                         | (Currently Undefined)         | \$ -              | \$ -            | \$ -          |
|                                         | <b>Task Subtotal</b>          | \$ -              | \$ -            | \$ -          |
| <b>3 Core System Maintenance</b>        |                               |                   |                 |               |
| 3.1                                     | System Operational Support    | \$ 74,429.88      | \$ -            | \$ 74,429.88  |
|                                         | <b>Task Subtotal</b>          | \$ 74,429.88      | \$ -            | \$ 74,429.88  |
| <b>Project Total</b>                    |                               | \$ 85,960.22      | \$ -            | \$ 160,390.10 |

## 6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS

### 6.1 Example Location

The following example location will be used throughout the discussion:



The location is based on an actual section of South National Avenue between two major arterials with several minor arterial cross streets in between. The locations positive direction, the direction shown on the righthand side in lane closures, is northbound.

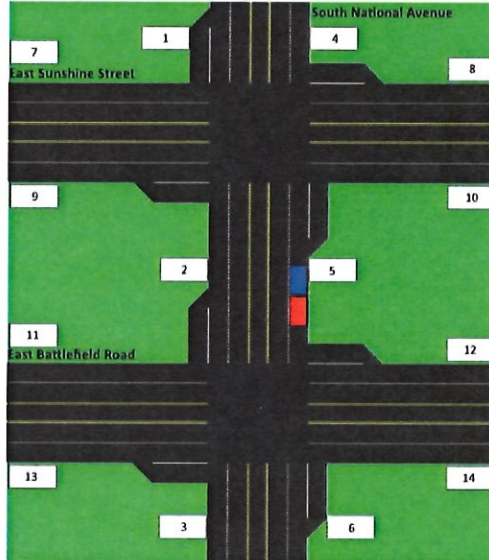
### 6.2 Signs

The following list describes the signs that will be referenced for message in the example scenarios:

1. Southbound sign before any example events
2. Southbound sign at or near any example events
3. Southbound sign past any example events
4. Northbound sign after any example events
5. Northbound sign at or near any example events
6. Northbound sign before any example events
7. Westbound sign on East Sunshine Road after South National Avenue
8. Westbound sign on East Sunshine Road before South National Avenue
9. Eastbound sign on East Sunshine Road before South National Avenue
10. Eastbound sign on East Sunshine Road after South National Avenue
11. Westbound sign on East Battlefield Road after South National Avenue
12. Westbound sign on East Battlefield Road before South National Avenue
13. Eastbound sign on East Battlefield Road before South National Avenue
14. Eastbound sign on East Battlefield Road after South National Avenue



### 6.3 Northbound: Right Lane Closed



#### 6.3.1 Web Description

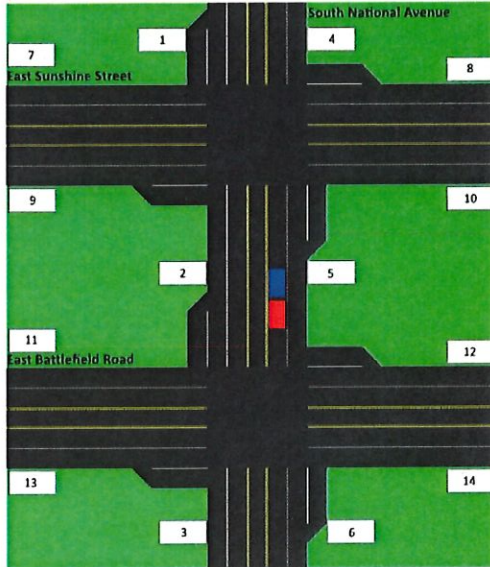
ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
RIGHT LANE CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.3.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | RIGHT<br>LANE<br>CLOSED   |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | RIGHT<br>LANE<br>CLOSED   |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | RIGHT<br>LANE<br>CLOSED   |
| 14   | N    |                                             |                           |



#### 6.4 Northbound: Left Lane Closed



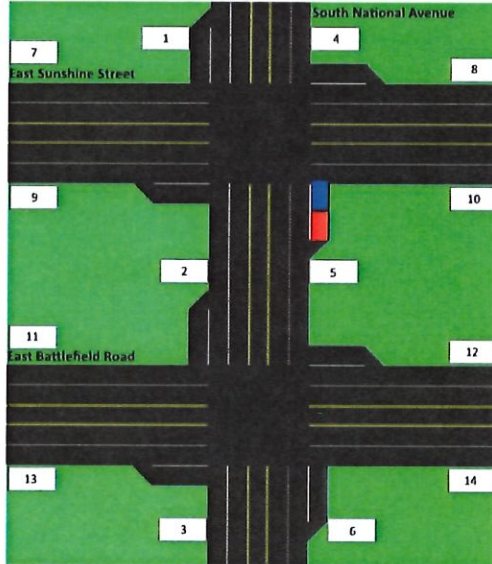
##### 6.4.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
LEFT LANE CLOSED  
EST. CLEARANCE TIME: <time>

##### 6.4.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | LEFT<br>LANE<br>CLOSED    |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>LANE<br>CLOSED    |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>LANE<br>CLOSED    |
| 14   | N    |                                             |                           |

## 6.5 Northbound: Right Turn Lane Closed



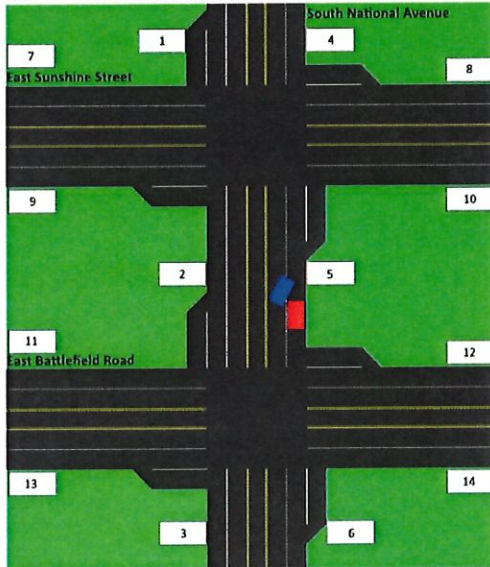
### 6.5.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
RIGHT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.5.2 Sign Usage

| Sign | Used | Phase 1                                  | Phase 2                      |
|------|------|------------------------------------------|------------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE | EXPECT<br>SLOW<br>TRAFFIC    |
| 2    | N    |                                          |                              |
| 3    | N    |                                          |                              |
| 4    | N    |                                          |                              |
| 5    | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   |                              |
| 6    | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   | RIGHT<br>TURN LANE<br>CLOSED |
| 7    | N    |                                          |                              |
| 8    | N    |                                          |                              |
| 9    | N    |                                          |                              |
| 10   | N    |                                          |                              |
| 11   | N    |                                          |                              |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   |                              |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   | RIGHT<br>TURN LANE<br>CLOSED |
| 14   | N    |                                          |                              |

## 6.6 Northbound: All Lanes Closed



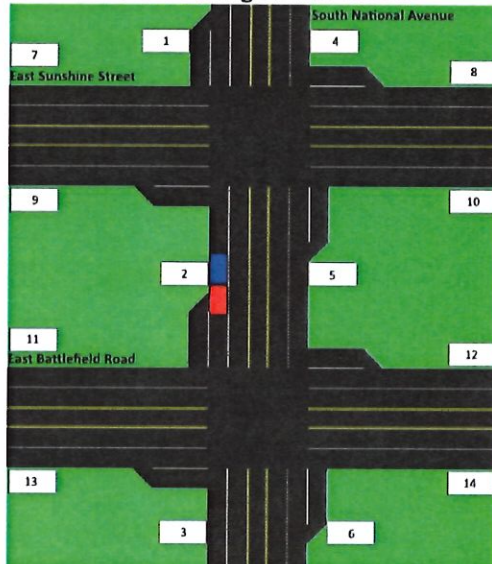
### 6.6.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

### 6.6.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | ALL<br>LANES<br>CLOSED    |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED    |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED    |
| 14   | N    |                                             |                           |

## 6.7 Southbound: Right Lane Closed



### 6.7.1 Web Description

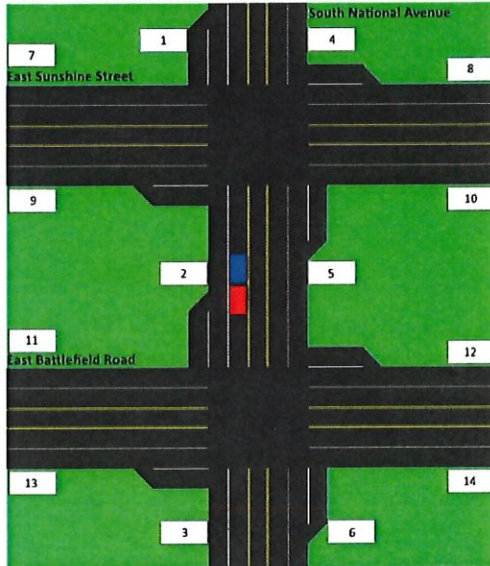
ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
RIGHT LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.7.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | RIGHT<br>LANE<br>CLOSED   |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | RIGHT<br>LANE<br>CLOSED   |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | RIGHT<br>LANE<br>CLOSED   |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |



## 6.8 Southbound: Left Lane Closed



### 6.8.1 Web Description

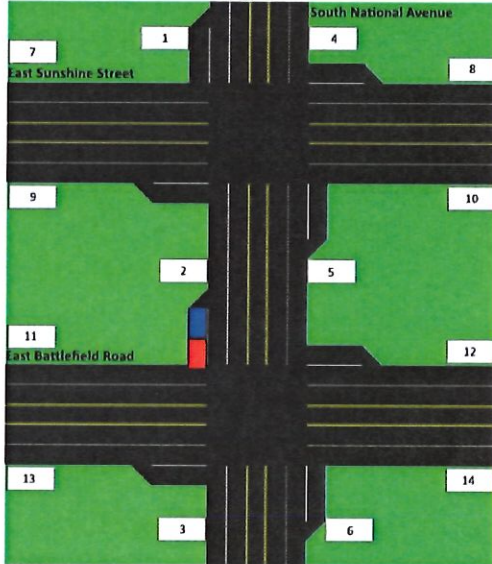
ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
LEFT LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.8.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | LEFT<br>LANE<br>CLOSED    |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>LANE<br>CLOSED    |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>LANE<br>CLOSED    |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |



## 6.9 Southbound: Right Turn Lane Closed



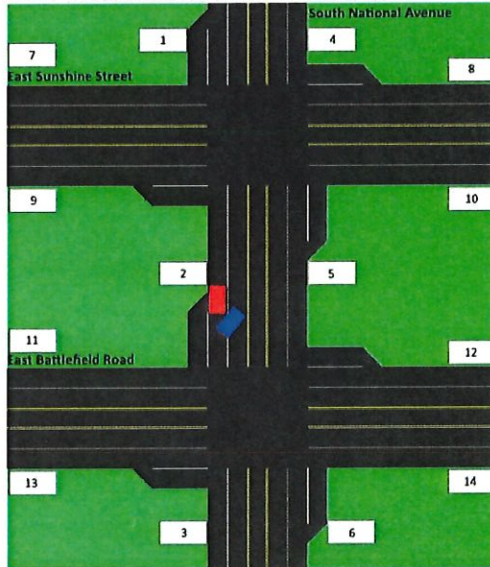
### 6.9.1 Web Description

ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
RIGHT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.9.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                      |
|------|------|---------------------------------------------|------------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   | RIGHT<br>TURN LANE<br>CLOSED |
| 2    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   |                              |
| 3    | N    |                                             |                              |
| 4    | N    |                                             |                              |
| 5    | N    |                                             |                              |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC    |
| 7    | N    |                                             |                              |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   | RIGHT<br>TURN LANE<br>CLOSED |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>AT SUNSHINE      | RIGHT<br>TURN LANE<br>CLOSED |
| 10   | N    |                                             |                              |
| 11   | N    |                                             |                              |
| 12   | N    |                                             |                              |
| 13   | N    |                                             |                              |
| 14   | N    |                                             |                              |

### 6.10 Southbound: All Lanes Closed



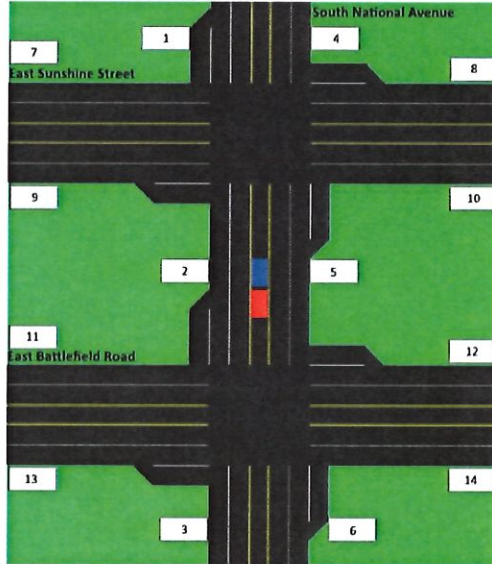
#### 6.10.1 Web Description

ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.10.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | ALL<br>LANES<br>CLOSED    |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED    |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED    |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |

## 6.11 Center Turn Lane



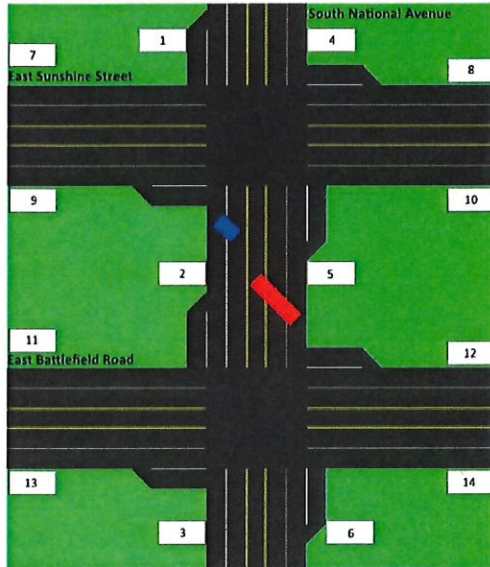
### 6.11.1 Web Description

ACCIDENT  
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST  
LEFT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.11.2 Sign Usage

| Sign          | Used | Phase 1                                     | Phase 2                       |
|---------------|------|---------------------------------------------|-------------------------------|
| 1             | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | CENTER TURN<br>LANE<br>CLOSED |
| 2, 3,<br>4, 5 | N    |                                             |                               |
| 6             | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | CENTER TURN<br>LANE<br>CLOSED |
| 7             | N    |                                             |                               |
| 8             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>TURN LANE<br>CLOSED   |
| 9             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>TURN LANE<br>CLOSED   |
| 10            | N    |                                             |                               |
| 11            | N    |                                             |                               |
| 12            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>TURN LANE<br>CLOSED   |
| 13            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>TURN LANE<br>CLOSED   |
| 14            | N    |                                             |                               |

## 6.12 All Lanes Closed



### 6.12.1 Web Description

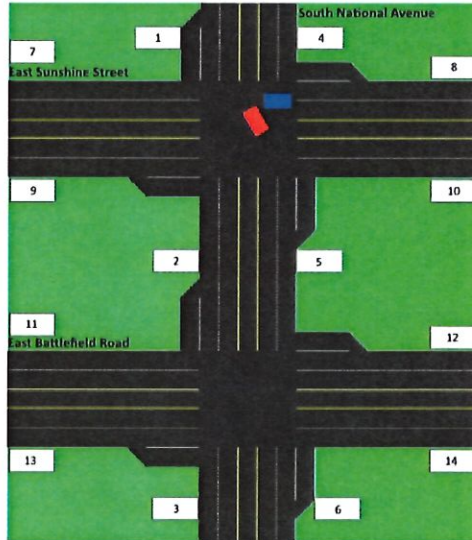
ACCIDENT  
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

### 6.12.2 Sign Usage

| Sign          | Used | Phase 1                                     | Phase 2                |
|---------------|------|---------------------------------------------|------------------------|
| 1             | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | ALL<br>LANES<br>CLOSED |
| 2, 3,<br>4, 5 | N    |                                             |                        |
| 6             | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | ALL<br>LANES<br>CLOSED |
| 7             | N    |                                             |                        |
| 8             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED |
| 9             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED |
| 10            | N    |                                             |                        |
| 11            | N    |                                             |                        |
| 12            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED |
| 13            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED |
| 14            | N    |                                             |                        |



### 6.13 In Intersection



#### 6.13.1 Web Description

ACCIDENT  
S NATIONAL ST AT E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.13.2 Sign Usage

| Sign    | Used | Phase 1                                | Phase 2                   |
|---------|------|----------------------------------------|---------------------------|
| 1       | Y    | ACCIDENT<br>NATIONAL NB AT<br>SUNSHINE | EXPECT<br>SLOW<br>TRAFFIC |
| 2, 3, 4 | N    |                                        |                           |
| 5       | Y    | ACCIDENT<br>AT<br>SUNSHINE             | ALL<br>LANES<br>CLOSED    |
| 6       | Y    | ACCIDENT<br>AT<br>SUNSHINE             | ALL<br>LANES<br>CLOSED    |
| 7       | N    |                                        |                           |
| 8       | Y    | ACCIDENT<br>AT<br>NATIONAL             | ALL<br>LANES<br>CLOSED    |
| 9       | Y    | ACCIDENT<br>SUNSHINE WB<br>AT NATIONAL | EXPECT<br>SLOW<br>TRAFFIC |
| 10, 11  | N    |                                        |                           |
| 12      | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE | ALL<br>LANES<br>CLOSED    |
| 13      | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE | ALL<br>LANES<br>CLOSED    |
| 14      | N    |                                        |                           |



CCO Form: DE44  
Approved: 01/00 (BDG)  
Revised: 04/20 (BDG)  
Modified:

Supplemental Agreement No. 2020-07-58512  
Route: Various  
County: Various  
Job No.: 8Q3148

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2020-07-58512  
(FEDERAL ASSISTANCE)**

THIS 2nd SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and Transcore ITS, LLC (hereinafter, "Consultant").

**WITNESSETH:**

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the Consultant have previously entered into 1 Supplemental Agreement(s) to the Original Agreement on October 21, 2019; and

WHEREAS, the Commission and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and all previous Supplemental Agreements as provided herein.

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

(1) **SCOPE OF SERVICES:** The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement and all previous Supplemental Agreements. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) **FEES AND PAYMENTS:**

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement and all previous Supplemental Agreements.

(B) The costs of this Supplemental Agreement shall be integrated with the cost of the Original Agreement and all previous Supplemental Agreements.

(C) Estimated costs for the services in this Supplemental Agreement are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement and all previous Supplemental Agreements are modified as follows:

|                  | Original Amount<br>Plus Previous<br>Supplemental<br>Agreements | Supplemental<br>Agreement No. <u>2</u> | TOTAL        |
|------------------|----------------------------------------------------------------|----------------------------------------|--------------|
| Fixed Fee        | \$46,126.92                                                    | \$10,280.52                            | \$56,407.44  |
| Max. Fee Payable | \$500,377.95                                                   | \$95,951.55                            | \$596,329.50 |

(3) **DBE PARTICIPATION:** In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

| DBE FIRM NAME(S)<br>FOR THIS<br>SUPPLEMENTAL | TYPE OF<br>SERVICE | TOTAL VALUE<br>OF DBE WORK<br>FOR THIS<br>SUPPLEMENTAL | PERCENTAGE OF<br>SUBCONTRACT<br>VALUE APPLICABLE<br>TO THE TOTAL GOAL |
|----------------------------------------------|--------------------|--------------------------------------------------------|-----------------------------------------------------------------------|
| DBE Firm #1                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #2                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #3                                  |                    | \$                                                     | %                                                                     |
| DBE TOTAL VALUE<br>FOR THIS<br>SUPPLEMENTAL  | \$                 |                                                        |                                                                       |

|                                                                                           |    |
|-------------------------------------------------------------------------------------------|----|
| DBE TOTAL VALUE<br>(including Original<br>Contract and prior<br>Supplemental DBE<br>work) | \$ |
|-------------------------------------------------------------------------------------------|----|

|                                                                                                                                                              |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED % DBE PARTICIPATION FOR THIS<br>SUPPLEMENTAL: DBE total value for this<br>supplemental divided by the maximum fee<br>payable for this supplemental | % |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

|                                                                                                                                                                                                   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED TOTAL % DBE PARTICIPATION:<br>DBE total value (including Original Contract and<br>prior Supplemental DBE work) divided by the total<br>maximum fee payable (the total contract ceiling) | % |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

(4) **SUBCONSULTANTS:** Pursuant to Section (8) of the Original Agreement

and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement and any revisions included in previous Supplemental Agreements is hereby further revised to include time for the performance of these additional services. The projected completion date shown on Exhibit C or included in the last previous Supplemental Agreement is now revised to August 31, 2021, which includes time for performance of all remaining services in the Original Agreement and all previous Supplemental Agreements and the services in this Supplemental Agreement and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the terms of the Original Agreement and all previous Supplemental Agreements between the parties shall extend and apply to this Supplemental Agreement.

*[remainder of page intentionally left blank]*

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

Executed by the Consultant on 10/28/20 (DATE).

Executed by the City on 12/10/2020 (DATE).

Executed by the Commission on 2/1/2021 (DATE).

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: [Signature]  
Title: Chief Engineer

ATTEST: (Commission seal)

[Signature]  
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]  
Commission Counsel

**TransCore ITS, LLC**

By: [Signature]  
Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

By: [Signature]  
Title: Paralegal

APPROVED AS TO FORM:

By: [Signature]  
Title: Contracts Attorney

**CITY OF SPRINGFIELD**

By: [Signature]

Title: City manager or designee

APPROVED AS TO FORM:

By: [Signature]

Title: City Attorney or designee

ATTEST: (City seal, if existing)

By: \_\_\_\_\_

Title: City Clerk or designee

City Ordinance Number 27427



**CERTIFICATE OF DIRECTOR OR FINANCE**

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

[Signature]  
Director of Finance or Acting Director

# Springfield Region

Advance Transportation Management System (ATMS)

## Extension No.2

### Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

September 28, 2020  
Version 1.1





| Revision # | Date         | Purpose                       |
|------------|--------------|-------------------------------|
| 1.0        | Sept-11-2020 | Initial extension draft       |
| 1.1        | Sept-28-2020 | Incorporate requested changes |
|            |              |                               |
|            |              |                               |
|            |              |                               |
|            |              |                               |
|            |              |                               |

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## INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

## 1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

### 1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

## 2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

### 2.1 CAD Integration

As part of this effort TransCore will develop, deploy, and configure CAD integration services for remote 911 feeds deployed by City of Joplin, Jasper County, and or Newton County.

System requirements for this enhancement include:

#### Requirements

- Consume an external incident feed pushed by the safety agency
- Filter critical incident information from feed to populate active events in Event Receiver, where an operator can choose to create an event based on the information provided
- Optional: If event incident information is high quality and does not require operator review; populate event directly to Event Manager

#### Deliverables:

CAD Feed Integration, up to three feeds

### 2.2 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.



### **3. CORE SYSTEM MAINTENANCE**

#### **3.1 System Operational Support**

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.

### **4. SCHEDULE**

#### **4.1 Project Timeframe**

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of August 31, 2021, unless stated otherwise through agreed to amendments between parties.

### **5. COST SCHEDULE**

#### **5.1 Payment Terms**

Current hours and cost anticipated for the work are broken down as follows:



150 4th Avenue North, Suite 1200  
Nashville, TN 37219

**Prepared By:**  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

## Consultant Contract Fee Computation - Exhibit B

### Summary of Costs

**Project:** Springfield-ATMS Ext-2  
**Revised:** September 28, 2020

**Prepared For:**  
**Customer:** MoDOT/City of Springfield  
**Contact:** Marc Lewis

### Labor Costs

| Person                      | Role                     | Hours      | Rate      | Total            |
|-----------------------------|--------------------------|------------|-----------|------------------|
| David Shackelford           | Software Manager         | 176        | \$ 68.10  | \$ 11,985.16     |
| Keith Patton                | Responsible Officer      | 1          | \$ 68.25  | \$ 68.25         |
| Rick Zygowicz               | Project Manager          | 66         | \$ 60.59  | \$ 3,998.89      |
| Glen Holcomb                | Senior Software Engineer | 100        | \$ 48.26  | \$ 4,826.20      |
| James Lewis                 | Software Engineer        | 80         | \$ 40.74  | \$ 3,259.42      |
| Eric Purser                 | Software Support         | 0          | \$ 37.10  | \$ -             |
| Kevin Jones                 | Software Support         | 80         | \$ 21.59  | \$ 1,727.00      |
| Leticia Tomusiak            | Quality Control Engineer | 90         | \$ 34.60  | \$ 3,113.98      |
| Michael Bayer               | Senior Systems Engineer  | 126        | \$ 49.18  | \$ 6,196.31      |
| Angie Stockton              | Systems Engineer         | 20         | \$ 35.67  | \$ 713.49        |
| <b>Total Direct Labor</b>   |                          | <b>739</b> | <b>\$</b> | <b>35,888.72</b> |
| <b>Overhead</b>             | <b>138.71%</b>           |            | <b>\$</b> | <b>49,782.31</b> |
| <b>Subtotal</b>             |                          |            | <b>\$</b> | <b>85,671.03</b> |
| <b>Fee</b>                  | <b>12.00%</b>            |            | <b>\$</b> | <b>10,280.52</b> |
| <b>Subtotal Labor Costs</b> |                          |            | <b>\$</b> | <b>95,951.55</b> |

### Direct Expenses

|                                 | Total       |
|---------------------------------|-------------|
| Airfare                         | \$ -        |
| Hotel                           | \$ -        |
| Car Rental & Fuel               | \$ -        |
| Mileage                         | \$ -        |
| PerDiem                         | \$ -        |
| Parking                         | \$ -        |
| Hardware & COTS                 | \$ -        |
| License                         | \$ -        |
| <b>Subtotal Direct Expenses</b> | <b>\$ -</b> |

|                      |                     |
|----------------------|---------------------|
| <b>Project Total</b> | <b>\$ 95,951.55</b> |
|----------------------|---------------------|



**Consultant Contract Fee Computation - Exhibit B**  
 Project: Springfield-ATMS Ext-2  
 Customer: MoDOT/City of Springfield  
 Revised: September 28, 2020

TRANSCORE.  
 Estimate of Hours

| Task Description                    | Employee Name:    |                     |                 |                          |                   |                  |                  |                          |                         |                  | Total |    |
|-------------------------------------|-------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|------------------|-------|----|
|                                     | David Shackelford | Keith Patton        | Rick Zygowicz   | Glen Holcomb             | James Lewis       | Eric Purser      | Kevin Jones      | Leticia Tomusiak         | Michael Bayer           | Angie Stockton   |       |    |
|                                     | Software Manager  | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Systems Engineer |       |    |
| <b>1 Project Management</b>         |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |    |
| 1.1 Project Manager                 | 10                | 1                   | 10              |                          |                   |                  |                  |                          |                         |                  |       | 21 |
| <b>Task Subtotal</b>                | 10                | 1                   | 10              |                          |                   |                  |                  |                          |                         |                  |       | 21 |
| <b>2.1 CAD Integration</b>          |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |    |
| Interface/Output                    | 20                |                     |                 |                          |                   |                  |                  |                          |                         |                  | 20    |    |
| CAD Feed Integration                | 30                |                     |                 | 20                       |                   |                  |                  | 10                       | 10                      |                  | 70    |    |
| <b>Task Subtotal</b>                | 50                |                     |                 | 20                       |                   |                  |                  | 10                       | 10                      |                  | 90    |    |
| <b>2.2 Ongoing Support Services</b> |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |    |
| Continued maintenance               | 16                |                     | 16              |                          |                   |                  |                  |                          | 16                      |                  | 48    |    |
| <b>Task Subtotal</b>                | 16                |                     | 16              |                          |                   |                  |                  |                          | 16                      |                  | 48    |    |
| <b>2.3 Core System Maintenance</b>  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |    |
| System Operational Support          | 100               |                     | 40              | 80                       | 80                |                  | 80               | 80                       | 100                     | 20               | 580   |    |
| <b>Task Subtotal</b>                | 100               |                     | 40              | 80                       | 80                |                  | 80               | 80                       | 100                     | 20               | 580   |    |
| <b>Project Total</b>                | 176               | 1                   | 66              | 100                      | 80                |                  | 80               | 90                       | 126                     | 20               | 739   |    |

Consultant Contract Fee Computation - Exhibit B

Project: Springfield, ATMS Exp-2  
Customer: MODOT/ City of Springfield  
Revised: September 28, 2020

TRANSCORE.  
Direct Expenses

| Task Description                 | Direct Cost:<br>Unit Rate: | Airfare | Hotel | Car Rental &<br>Fuel | Mileage | Per Diem | Parking | Hardware &<br>COTS | License | Total |
|----------------------------------|----------------------------|---------|-------|----------------------|---------|----------|---------|--------------------|---------|-------|
| 1 Project Management             |                            |         |       |                      |         |          |         |                    |         |       |
| 1.1 Project Manager              |                            | 0       | 0     | 0                    | 0       | 0        | 0       | 0                  | 0       | 0     |
| Task Subtotal                    |                            |         |       |                      |         |          |         |                    |         |       |
| 2.1 CAD Integration              |                            |         |       |                      |         |          |         |                    |         |       |
| Interface/Output                 |                            |         |       |                      |         |          |         |                    |         |       |
| CAD Feed Integration             |                            |         |       |                      |         |          |         |                    |         |       |
| Task Subtotal                    |                            |         |       |                      |         |          |         |                    |         |       |
| 2.2 Origination Support Services |                            |         |       |                      |         |          |         |                    |         |       |
| Continue Maintenance             |                            |         |       |                      |         |          |         |                    |         |       |
| Task Subtotal                    |                            |         |       |                      |         |          |         |                    |         |       |
| 2.3 Core System Maintenance      |                            |         |       |                      |         |          |         |                    |         |       |
| System Operational Support       |                            |         |       |                      |         |          |         |                    |         |       |
| Task Subtotal                    |                            |         |       |                      |         |          |         |                    |         |       |
| Project Total Quantity           |                            |         |       |                      |         |          |         |                    |         |       |
| Project Total Cost               |                            | \$      | \$    | \$                   | \$      | \$       | \$      | \$                 | \$      | \$    |



Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2  
Customer: MoDOT/City of Springfield  
Revised: September 28, 2020

| Task                                | Description                | Total Labor Costs | Direct Expenses | Total        |
|-------------------------------------|----------------------------|-------------------|-----------------|--------------|
| <b>1 Project Management</b>         |                            |                   |                 |              |
| 1.1                                 | Project Manager            | \$ 3,623.03       | \$ -            | \$ 3,623.03  |
|                                     | <b>Task Subtotal</b>       | \$ 3,623.03       | \$ -            | \$ 3,623.03  |
| <b>2.1 CAD Integration</b>          |                            |                   |                 |              |
|                                     | Interface/Output           | \$ 3,641.29       | \$ -            | \$ 3,641.29  |
|                                     | CAD Feed Integration       | \$ 10,282.43      | \$ -            | \$ 10,282.43 |
|                                     | <b>Task Subtotal</b>       | \$ 13,923.72      | \$ -            | \$ 13,923.72 |
| <b>2.2 Ongoing Support Services</b> |                            |                   |                 |              |
|                                     | Continued maintenance      | \$ 7,608.55       | \$ -            | \$ 7,608.55  |
|                                     | <b>Task Subtotal</b>       | \$ 7,608.55       | \$ -            | \$ 7,608.55  |
| <b>2.3 Core System Maintenance</b>  |                            |                   |                 |              |
|                                     | System Operational Support | \$ 70,796.25      | \$ -            | \$ 70,796.25 |
|                                     | <b>Task Subtotal</b>       | \$ 70,796.25      | \$ -            | \$ 70,796.25 |
| <b>Project Total</b>                |                            | \$ 25,155.30      | \$ -            | \$ 95,951.55 |

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 9  
Filed: 09-14-21

Sponsored by: Ollis

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

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

COUNCIL BILL 2021- 251

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an  
2 Intergovernmental Agreement with the Missouri Highways and  
3 Transportation Commission to participate in the On Call Work Zone  
4 Enforcement Program to provide enhanced traffic enforcement in  
5 work zones.  
6 \_\_\_\_\_  
7

8 WHEREAS, since 2009 the Springfield Police Department ("SPD") and the  
9 Missouri Highways and Transportation Commission ("MHTC") have partnered to provide  
10 enhanced traffic enforcement in Missouri Department of Transportation ("MODOT")  
11 work zones; and  
12

13 WHEREAS, providing enhanced enforcement in MODOT work zones increases  
14 safety for MODOT workers as well as motorists traveling through work zones; and  
15

16 WHEREAS, the current agreement between the City and MTHC is currently  
17 scheduled to expire at the end of 2021; and  
18

19 WHEREAS, SPD and MTHC mutually desire to continue working together to  
20 provide enhanced traffic enforcement in MODOT work zones.  
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 Intergovernmental Agreement with the MHTC to participate in the On Call Work  
27 Zone Enforcement Program to provide enhanced traffic enforcement in work zones,  
28 such agreement to be in substantially the form of the agreement which is attached  
29 hereto and incorporated herein by reference as "Exhibit A."  
30

31 Section 2 – This Ordinance shall be in full force and effect from and after  
32 passage.  
33

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

35

36 \_\_\_\_\_  
37 Mayor

38

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

40

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

42

43 \_\_\_\_\_  
44 Approved as to form: \_\_\_\_\_, Assistant City Attorney

45

46 \_\_\_\_\_  
47 Approved for Council action: \_\_\_\_\_, City Manager



## **EXPLANATION TO COUNCIL BILL 2021- 251**

FILED: 09-14-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Missouri Highways and Transportation Commission to participate in the On Call Work Zone Enforcement Program to provide enhanced traffic enforcement in work zones.

BACKGROUND INFORMATION: Since 2009 the Springfield Police Department ("SPD") and the Missouri Highways and Transportation Commission, the governing body for the Missouri Department of Transportation ("MODOT") have cooperated to provide enhanced traffic enforcement in work zones. Through the On Call Work Zone Enforcement Program, MODOT provides funding for SPD to provide additional law enforcement presence in designated MODOT work zones. SPD officers provide enhanced enforcement of traffic violations such as speeding, careless and imprudent driving, and other hazardous moving violations while MODOT workers are present. The goal is to increase safety for the workers working within the work zones as well as the motorists traveling through work zones.

The City entered into similar agreements in 2009, 2013, and 2017. The 2017 agreement is scheduled to expire at the end of 2021. This agreement, if approved, will provide for continued participation in the On Call Work Zone Enforcement Program for an additional five-year term with the option to renew for up to two additional one-year terms.

REMARKS: Participation in this program is already reflected in the Police Department Budget so no Budget Adjustment is necessary.

Submitted by:

Approved by:

  
Paul Williams, Chief of Police

  
Jason Gage, City Manager

## Exhibit A

CCO Form: HS03  
Approved: 07/06 (AMN)  
Revised: 08/19 (GH)  
Modified:

Award year: 2021-2025  
Region: SW - Southwest  
eAgreements No.: 2021-06-63750

### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK ZONE ENFORCEMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, a municipal corporation in the State of Missouri (hereinafter, "City");

WITNESSETH:

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

(1) PURPOSE: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the **City**.

(2) ACTIVITY: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri

public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The **City** shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

(6) CITY REPRESENTATIVE: The **City's** \_\_\_\_\_ is designated as the **City's** representative for the purpose of administering the provisions of this Agreement. Further, the **City** representative shall have the authority to execute Program Orders in accordance with this Agreement.

(7) NONDISCRIMINATION CLAUSE: The **City** shall also comply with all state and federal statutes applicable to the **County** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(8) ASSIGNMENT: The **City** shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the **City** with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the **City**.

(11) FUNDING/REIMBURSEMENT:

(A) Eligible Costs / Documentation: With regard to work under this Agreement, the **City** agrees that funds to implement work zone law enforcement activities

shall only be available for reimbursement of eligible costs which have been incurred by the **City**. The **City** shall supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the **City** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

(B) Peace Officer Standards and Training: Law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

(12) EQUIPMENT:

(A) Procurement: The **City** may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

2. Price or rate quotations shall be solicited from at least three (3) sources.

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

4. The **City** shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

5. If for some reason the low bid is not acceptable, the **City** must have written approval from the MHTC prior to bid approval and purchase.

6. The **City** will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) Disposition: The **City** shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$3,000 or more. The **City** must keep and maintain equipment with a cost of under \$3,000 until it is no longer useful for its originally intended purpose.

(C) Replacement: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the **City** previous twelve months authorized strength.

(13) ACCOUNTING / DOCUMENTATION: The **City** shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The **City** must document the following: (1) Receipt of funds; (2) date and amount paid to officers; (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(14) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the City's Representative. Each Program Order shall contain, but is not limited to the following: (1) Program Order Job Number(s); (2) Funds available for the completion of the Program Order; (3) Starting and completion dates for the Program Order.

(15) LIMITS ON OVERTIME: The **City** will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

(16) USE OF FUNDS: Any employee of the **City** whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the **City** participates in activities prohibited by the Hatch Act, the **City** shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(17) AUDIT OF RECORDS: The **City** must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

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

(19) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The **City** shall refund any overpayments as determined by the final audit.



(20) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the **City**.

(21) EMPLOYEES ONLY: The funding granted by the Commission to the **City** under this Agreement extends only to reimbursement for work zone enforcement by employees of the **City** covered by the **City** worker's compensation plan.

(22) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by City of Springfield on \_\_\_\_\_ (Date).

Executed by Commission on \_\_\_\_\_ (Date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form

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

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Title \_\_\_\_\_

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

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 13  
Filed: 09-14-21

Sponsored by: Lear

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

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

COUNCIL BILL 2021-252

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of  
2 Understanding with the United States Postal Inspection Service to  
3 allow the Springfield Police Department to participate in the United  
4 States Postal Inspection Service Springfield Drug Task Force; and  
5 amending the budget of the Police Department in the amount of  
6 \$18,649.  
7 \_\_\_\_\_  
8

9 WHEREAS, the United States Postal Inspection Service ("USPIS") currently  
10 partners with state and local governments to investigate crimes involving the trafficking  
11 of drugs and money laundering associated with the United States mail; and  
12

13 WHEREAS, USPIS wishes to partner with the Springfield Police Department  
14 ("SPD") to form a USPIS Springfield Drug Task Force for the purpose of investigating  
15 and prosecuting individuals participating in illegal drug activity associated with the  
16 United States mail in and around Springfield, Missouri; and  
17

18 WHEREAS, under the proposed Memorandum of Understanding, SPD would  
19 assign one officer ("Task Force Operator") to work with the USPIS Springfield Drug  
20 Task Force; and  
21

22 WHEREAS, under the proposed Memorandum of Understanding, SPD would be  
23 eligible to receive reimbursement for overtime costs of the Task Force Officer when  
24 working Task Force operations.  
25

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

29 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
30 Memorandum of Understanding with the United States Postal Inspection Service to  
31 allow the Police Department to participate in the United States Postal Inspection Service  
32 Springfield Drug Task Force, such Memorandum of Understanding to be in substantially  
33 the same form as the agreement which is attached hereto and incorporated herein by

reference as "Exhibit A."

Section 2 – The budget of the Springfield Police Department for Fiscal year 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 021, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

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

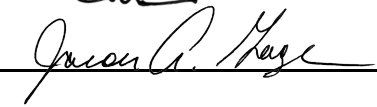
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2021- 252**

FILED: 09-14-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with the United States Postal Inspection Service to allow the Police Department to participate in the United States Postal Inspection Service Springfield Drug Task Force.

BACKGROUND INFORMATION: The United States Postal Inspection Service ("USPIS") partners with state and local law enforcement to investigate and prosecute crimes involving the trafficking of controlled substances and money laundering violations involving the United States mail. USPIS and the Springfield Police Department ("SPD") wish to partner to create the USPIS Springfield Drug Task Force which will have the specific focus of investigating and prosecuting individuals participating in illegal drug activity associated with the United States mail.

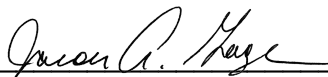
Under this Memorandum of Understanding, a USPIS Springfield Drug Task Force would be created, which would consist of up to seven USPIS Postal Inspectors and one SPD officer.

REMARKS: Under the agreement, SPD would be eligible to receive reimbursement for overtime expenses for the SPD Task Force Officer for overtime associated with Task Force Operations. A budget adjustment is included to reflect up to \$18,649, in potential reimbursable overtime expenses.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Paul Williams, Chief of Police

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



# Exhibit A

## MEMORANDUM OF UNDERSTANDING

This document sets forth the general understanding between the United States Postal Inspection Service (USPIS) and the Springfield MO Police Department, with respect to a joint cooperative law enforcement effort, hereinafter referred to as the USPIS Springfield DTF.

This document is not intended as a formal contract, but rather as an expression of understanding to facilitate cooperation. This document is an internal government agreement and is not intended to confer any rights or benefits to any private person or party. The goals of the USPIS Springfield DTF will be to protect the public by investigating and prosecuting criminal offenses related to the trafficking of controlled substances/other dangerous drugs and violations of money laundering statutes.

### I. Purpose

The purpose of this Agreement is to develop a cooperative effort with Federal, State and local law enforcement agencies charged with the investigation and prosecution of criminal offenses involving the trafficking of controlled substances and money laundering violations, as well as to establish the terms and conditions under which participating Agencies may coordinate investigative efforts with and/or provide assistance to the USPIS in developing investigations and cases for criminal prosecution.

### II. Mission

To investigate, arrest and prosecute individuals participating in illegal drug activity associated to the U.S. Mail in the jurisdictional areas in order to protect the general public from illegal drug activity and create a safer and more secure environment for businesses and the general public in Southern Missouri.

### III. Objective

- A. To facilitate and maintain communications with participating agencies to maximize the effective use of the Task Force intelligence and resources.
- B. To share intelligence and other resources.
- C. To conduct coordinated responses to mailings containing controlled substances and/or proceeds from the sales of controlled substances.
- D. To identify illegal drug traffickers utilizing the mail and to cause their successful prosecution.
- E. To substantially reduce the illegal drug mailings committed in Southern Missouri.

### IV. Authorities

USPIS participation in this MOU is authorized under 18 U.S.C. § 3061, 39 U.S.C. § 401, 404 and 411.

### V. Participants

The following Federal and local law enforcement agencies are participants in this initiative:

- A. United States Postal Inspection Service
- B. Springfield MO Police Department

Any State or local employees assigned to the USPIS Springfield DTF in accordance with this Agreement are not considered Federal employees, are not employed by the United States Postal Service (USPS) or the USPIS. They do not take on the status or benefits of Federal employment, USPS employment, or USPIS employment by virtue of this assignment.

## VI. Personnel Commitment

Each participating agency intends to provide experienced law enforcement personnel on a full-time basis to the USPIS Springfield DTF for participation on designated investigations. The participating agency will certify the personnel assigned to the USPIS Springfield DTF are not the subject of any current or pending disciplinary actions, or completed disciplinary actions which would in any way compromise the mission of the initiative. Additions or deletions of personnel will be at the discretion of the authorizing supervisors of the respective participants. The participating agencies agree to furnish the following complement of personnel dedicated to the Task Force:

- A. USPIS – up to seven (7) Postal Inspectors/Task Force Officers
- B. Springfield MO Police Department – up to one (1) Detective/Task Force Officers

The Springfield MO Police Department agrees to furnish vehicles for their assigned investigators and provide them immediate access to such vehicles to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

Addendum A outlines vehicle reimbursement.

The following departments assigned to USPIS Springfield DTF may request overtime as outlined in this MOU:

- A. Springfield MO Police Department (One (1) Detective/Task Force Officer)

Members of the Task Force will be responsible for the investigation of the use of the mail to engage in the trafficking of controlled substances, firearms and money laundering violations. Continued assignment of specific personnel to the Task Force will be based on performance and will be at the discretion of their respective agency heads.

## VII. Principles

The following principles will help guide relationships among all law enforcement participants in this initiative regarding policy, planning, training, supervision and public relations. All agencies participating in the initiative agree these principles will serve as a basis to mediate any disputes that arise during its operation.

## VIII. Recognition of Authority

The Springfield MO Police Department recognizes the U.S. Postal Inspection Service is the principle Federal Law Enforcement Agency responsible for the investigation and enforcement of Federal laws regarding the U.S. Mail, use of the mails, and property in the custody of the U.S. Postal Service, as well as other Postal offenses.

The Springfield MO Police Department understands U.S. Mail under the custody or control of USPS is sealed against inspection and cannot be opened except under the authority of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure, or by consent from the sender and/or addressee of the mail piece. The Springfield MO Police Department may not, in any manner, detain or otherwise interfere with U.S. Mail, or record information from mail matter unless specifically authorized to do so by a U.S. Postal Inspector.

## IX. Administration

Because this Memorandum of Understanding outlines a cooperative endeavor on the part of all the participants, the policy, program involvement, and direction of this initiative should be joint responsibilities of the enforcement supervisors of the participants. Therefore, the cases will be jointly investigated and no particular participating agency will prevail over another or will act unilaterally. The participants (or designated representatives) will meet regularly as agreed upon to discuss investigations related to the above mentioned offenses.

## X. Jurisdiction

The determination as to whether a case will be prosecuted federally or by the appropriate county or state authority will be based upon which level of prosecution will best serve the interest of justice consistent with the overall mission objectives of the initiative.

## XI. Supervision

In order to affect efficient field operations, operational supervision of the personnel assigned to the USPIS Springfield DTF, while working on initiatives or investigations directly related to the USPIS Springfield DTF, will be the responsibility of a designated field supervisory officer. For the USPIS Springfield DTF the field supervisory officer is the U.S. Postal Inspector/Team Leader (TFS) in charge of the USPIS Kansas City Contraband Interdiction and Investigations (CI2) Team (0859). On matters not related to the USPIS Springfield DTF, assigned personnel will continue to be subject to the established lines of supervision of their respective agencies.

In the event of a conflict with respect to supervisory authority, no action will be taken by the involved personnel until the conflict is resolved at the agency head level. Each member of the USPIS Springfield DTF is subject to the personnel rules, regulations, laws and policies applicable to their respective agency. Each USPIS Springfield DTF member will continue to report to his or her respective agency supervisor for non-investigative matters not detailed in this MOU.

Dismissal from the Task Force will occur solely upon consultation and subsequent approval by agency management of the respective agency heads.

## XII. Operation

The TFS, in consultation with a case specific Assistant United States Attorney (AUSA), or the state and/or local prosecutor, will be primarily responsible for directing and monitoring investigations related to the USPIS Springfield DTF. In cases which have been designated for federal prosecution, all investigative procedures shall conform to the current USPIS and Department of Justice regulations and guidelines on criminal investigations and undercover operations.

## XIII. INFORMATION SHARING

- A. No information possessed by the USPIS, to include information derived from informal communications between USPIS Springfield DTF personnel and USPIS employees not assigned to the USPIS Springfield DTF, may be disseminated by USPIS Springfield DTF personnel to non-USPIS Springfield DTF personnel without prior USPIS authorization and in accordance with the applicable laws and internal regulations, procedures or agreements between the USPIS Springfield DTF and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, USPIS Springfield DTF personnel will not provide any participating agency information to the USPIS that is not otherwise available to it unless authorized by appropriate participating agency officials. This prohibition shall not be interpreted to limit or prevent discussion between the USPIS Springfield DTF member and his/her Springfield MO Police Department supervisors.
- B. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- C. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
- D. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
- E. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

## XIV. Administrative Support

Routine administrative support will be provided by the USPIS.

TFOs will be provided access badges and necessary keys. USPIS will provide a cellphone and computer for the TFOs. USPIS will provide access to office space and equipment as required.

#### XV. Access to USPS/USPIS Facilities

At the direction of a Postal Inspector, TFOs may retrieve parcels from areas where mail is accepted or processed when the parcels are related to ongoing investigations.

TFOs must be accompanied by a Postal Inspector while conducting interdictions at USPS facilities.

#### XVI. Financial Responsibility

Each participating agency will be responsible for the pay and benefits of their employees participating on the Task Force.

#### XVII. Overtime Payments

The Springfield MO Police Department may request reimbursement of overtime salary expenses in connection with work performed on behalf of, and in furtherance of investigations performed by their investigators assigned to this initiative. Springfield MO Police Department officers are required to provide the Task Force Supervisor documentation of approved investigative activity for certification, including the applicable case numbers.

At the sole discretion of the USPIS and as funding allocations permit, the USPIS will reimburse the participating agencies for overtime salary expenses directly related to work on the USPIS Springfield DTF performed by its officer(s) assigned to USPIS Springfield DTF. Participating agency officers shall be required to provide the TL with their overtime hours, along with referencing case numbers and documentation of investigative activity for certification by the TL prior to submitting their overtime for invoice preparation. It is requested that the participating agency provide a separate breakdown, by officer, of the date(s) and the number of hours they worked overtime along with the referencing case numbers, in addition to the overtime invoice. Overtime invoices should be submitted at least monthly to the USPIS Kansas City Domicile (Denver Division), to the attention of the TFS.

The maximum reimbursement allowable for overtime worked on behalf of the joint operation is \$18,649.00 per year, per Task Force officer. **N.B. Per DOJ memo dated 10/09/19 which is in effect through FY 20 the maximum amount of reimbursement to local LEAs for OT payments is limited to \$18,649, which represents 25% of a GS 12/1**

Procedures for submitting requests for reimbursement are outlined in Attachment A.

#### XVIII. Program Audit

- A. This Agreement and its provisions are subject to audit by the USPIS, USPS OIG, and other designated government auditors. The participating agency agrees to permit such



- audits and agree to maintain all records relating to these transactions for a period of not less than three years, and in the event of an ongoing audit, until the audit is completed.
- B. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

#### XIX. Forfeitures

Forfeiture actions will be processed by the USPIS. All seizures will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines. The parties agree that at the discretion of the U.S. Postal Inspector's appointed designee, assets seized during USPIS Springfield DTF investigations will be forfeited under State of Missouri or Federal law, depending on the circumstances of the case and applicable laws. It is understood however that final decisions with respect to Equitable Sharing for assets forfeited administratively, are made at Inspection Service National Headquarters. Final decisions with respect to assets forfeited through Federal civil or criminal actions are made by the U.S. Department of Justice. **N.B. for forfeitures in CA, include "....must be in compliance with State of California laws governing the receipt of Federal Equitable Sharing funds by State and local law enforcement agencies."**

#### XX. Evidence

Evidence collected pursuant to USPIS Springfield DTF investigations will normally be held by the agency responsible for presenting the case for prosecution unless other arrangements are made. Evidence collected in USPIS Springfield DTF investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless the situation dictates otherwise.

#### XXI Media Relations and Press Releases

Media relations and press releases will be coordinated between the participating USPIS Springfield DTF agencies and controlled by the designated USPIS Springfield DTF supervisory officer and the office of prosecution. USPIS Springfield DTF participants agree that information will only be disseminated to the media in accordance with the terms of this MOU.

#### XXII. Disclosure of Grand Jury Proceedings

All personnel assigned to the USPIS Springfield DTF shall strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Civil Procedure regarding grand jury secrecy.

#### XXIII. Compliance with Civil Rights Act of 1964

All personnel assigned to this initiative will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by and pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

#### XXIV. Liability

The City of Springfield, Missouri, agrees to assume responsibility for all liabilities imposed by law on its employees, agents, or officers for any claims which may be asserted by third parties arising out of or resulting from any act or omission by Agency personnel pursuant to this agreement. Nothing contained in this Memorandum of Understanding shall be construed to waive any sovereign, official, governmental or qualified immunity applicable to Agency or USPIS, or their officers, agents, or employees.

This agreement and limitation on liability shall not discharge any claim for reimbursement made by USPIS to Participating Agencies for damages or expenses under the terms of this agreement.

Any third party claims, cause of action and liabilities asserted will be handled in accordance with the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680.

#### XXV. Duration

This USPIS Springfield DTF will be initiated on or about **\*\*INITIATION DATE\*\***. This memorandum is in effect upon signing by authorized representatives of participating agencies and USPIS and shall continue in full force and effect until terminated or canceled by the parties.

This memorandum may be terminated or canceled by either party at any time on written notice provided thirty (30) days in advance of the effective date of termination. Any modification or amendment to this agreement shall become effective when reduced to writing and signed by the authorized officials of the respective agencies.

#### XXVI. Authorization

This Memorandum of Understanding is hereby accepted as setting forth the general intentions and understanding of the undersigned.

By:        Date:

Name: Ruth Mendonça

Title: Inspector in Charge - Denver Division

Agency: US Postal Inspection Service

By:        Date:

Name: Jason Gage

Title: City Manager

Agency: City of Springfield, Missouri,  
Springfield MO Police Department

## ATTACHMENT A

### Cost Reimbursement Agreement

It is hereby agreed between the United States Postal Inspection Service (“USPIS”) and the Springfield MO Police Department/**ADDRESS**, Federal Taxpayer Identification Number \_\_\_\_\_ that:

Subject to the availability of funds, the Inspection Service will reimburse the Springfield MO Police Department for overtime payments for the law enforcement officer(s) assigned to a joint initiative with the Postal Inspection Service – Denver Division as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States.

Overtime reimbursements for the Springfield MO Police Department Officers assigned to the initiative will be authorized and issued on an as needed basis, and will be calculated at the usual rate for which the individual Officer’s time would be compensated. The overtime reimbursement allocation for Springfield MO Police Department officers assigned to the initiative will not exceed \$18,649 for each officer per Fiscal Year (October through September).

Overtime and vehicle reimbursement will be made directly to the Springfield MO Police Department by the Inspection Service. All overtime and vehicle reimbursement payments are made by electronic fund transfer (“EFT”). An ACH vendor/miscellaneous payment enrollment form must be on file with the Inspection Service’s Denver Division Headquarters to facilitate payments.

The Springfield MO Police Department agrees to the vehicle reimbursement as set forth in the Vehicle Use Addendum.

The Springfield MO Police Department agrees to provide monthly overtime invoices to include a breakdown per individual Officer of the date(s) and the number of overtime hours worked along with the associated case numbers. Overtime invoices requesting reimbursement for any given month should be submitted to the USPIS at the address below by the 10<sup>th</sup> calendar day of the following month for which reimbursement is requested:

U.S. Postal Inspection Service  
ATTN Team Leader Wesley Harris - USPIS  
6201 College Blvd #400  
Overland Park, KS 66211

At the commencement of each USPIS fiscal year, prior to the submission of any overtime reimbursement requests, the Springfield MO Police Department will provide the salary and hourly overtime rate for each Officer assigned to the joint initiative. At the commencement of each USPIS fiscal year, the Springfield MO Police Department will re-execute the Vehicle Use Agreement.

Requests for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each Officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the Springfield MO Police Department that the request has been personally reviewed, the information is accurate, and the personnel for whom reimbursement is claimed were assigned to the joint initiative.

Each request for reimbursement will include: an invoice number, invoice date, TIN, and correct banking information, to complete the electronic funds transfer. The necessary banking information is the

depositor's account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Springfield MO Police Department must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

\_\_\_\_\_ Date: \_\_\_\_\_  
Ruth M. Mendonça  
Inspector in Charge, Denver Division  
United States Postal Inspection Service

\_\_\_\_\_ Date: \_\_\_\_\_  
**Jason Gage**  
**City Manager**  
**City of Springfield, Missouri**

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit B**

Budget Adjustment  
021

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                     |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------|
| 25060                  | 18   | 90060 | 414110  | 000000 | 00000    | \$ 18,649 | Reimbursement from US Postal Inspection Service |
| Net Revenue Adjustment |      |       |         |        |          | \$ 18,649 |                                                 |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description |
|----------------------------|------|-------|---------|--------|----------|-----------|-------------|
| 25060                      | 18   | 90060 | 500120  | 000000 | 00000    | \$ 18,649 | Overtime    |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 18,649 |             |

Fund Balance Appropriation:

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

Explanation: To amend the FY2021-22 budget by appropriating reimbursements up to \$18,649 from the United States Postal Inspection Service for overtime related to Springfield Police Department Task Force operations investigation and prosecution of illegal drug activity associated with the United States mail.

Requested By:

Paul F. Williams 9/15/21  
Department Head Date

Approved By:

DL Hill 9/15/21  
Director of Finance Date

Authorization:

Council Bill No. 2021-252  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

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



One-rdg.     X      
P. Hrngs.             
Pgs.     26      
Filed:     09-14-21    

Sponsored by:     McGull    

First Reading:                     

Second Reading:                     

COUNCIL BILL     2021- 253    

SPECIAL ORDINANCE                     

### AN ORDINANCE

1   AUTHORIZING       the City Manager, or his designee, to accept a grant from the  
2                       Missouri Department of Transportation in the amount of \$16,850, to  
3                       be used by the Springfield Police Department for the purpose of  
4                       providing a Civilian Motorcycle Safety Training Course; amending  
5                       the budget for the Police Department in the amount of \$16,850; and  
6                       declaring that this bill qualifies for approval in one reading.  
7                       \_\_\_\_\_

8  
9       WHEREAS, motorcyclist safety and motorcycle involved crashes are a consistent  
10      issue nationally and for the City of Springfield; and

11  
12       WHEREAS, from 2017-2020 the Springfield Police Department investigated 77  
13      motor vehicle crashes involving a fatality, 28 of which involved motorcycles; and

14  
15       WHEREAS, in order to improve motorcycle safety, the Springfield Police  
16      Department instituted a Civilian Motorcycle Safety Course last year with the assistance  
17      of a grant from the Missouri Department of Transportation; and

18  
19       WHEREAS, the Springfield Police Department has been awarded an additional  
20      grant in the amount of \$16,850, from the Missouri Department of Transportation in order  
21      to continue providing the Civilian Motorcycle Safety Course.

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 accept a  
27      grant from the Missouri Department of Transportation in the amount of \$16,850, for the  
28      purpose of providing a Civilian Motorcycle Safety Course, and to do all things necessary  
29      for the purpose of carrying out the terms of this grant, a copy of which is attached hereto  
30      and incorporated herein by reference as “Exhibit A.”

31  
32       Section 2 – The budget of the Springfield Police Department for Fiscal year  
33      2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 017, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

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

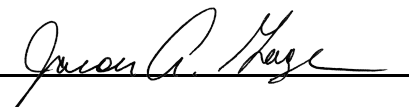
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2021- 253**

FILED: 09-14-21

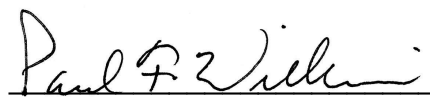
ORIGINATING DEPARTMENT: Police

**PURPOSE:** To authorize the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$16,850, to be used by the Police Department for the purpose of providing a Civilian Motorcycle Safety Training Course; amending the budget in the amount of \$16,850; and declaring that this bill qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

**BACKGROUND INFORMATION:** Motorcyclist safety and motorcycle involved crashes are a consistent issue nationally and for the City of Springfield. During the time period of 2017-2020 the Springfield Police Department investigated 77 fatal motor vehicle crashes. Of those fatal crashes, 28 (36%) involved motorcycle riders. Last year, the Police Department received a grant to create a civilian motorcycle safety course in which Police Department motorcycle instructors and motorcycle qualified officers provide instruction to civilians on safe motorcycle operation through the use of a coned course. Civilians are taught fundamentals such as Head and Eyes (where your head/eyes turn, the motorcycle will turn), Gray Zone (clutch/throttle control), braking in a curve, and proper braking techniques. Students are provided with information on the importance of proper motorcycle safety equipment to reduce the risk of injuries related to motorcycle crashes.

The Police Department has received an additional \$16,850, to continue to provide the motorcycle safety course for another year.

Submitted by:

  
Paul Williams, Chief of Police

Approved by:

  
Jason Gage, City Manager

## CONTRACT

Form HS-1

Version: 1

06/09/2020

**Missouri Department of Transportation**  
**Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** Civilian Motorcycle Safety Course  
**Project Number:** 21-M9MA-12-002  
**Project Category:** 405f Motorcyclist Awareness  
**Program Area:** Motorcycle

**Funding Source:** 405f / 20.616

**Type of Project:** Initial

**Started:** 10/01/2020

| <b>Federal Funds Benefiting</b> |             |
|---------------------------------|-------------|
| <b>State:</b>                   |             |
| <b>Local:</b>                   | \$12,230.00 |
| <b>Total:</b>                   | \$12,230.00 |

| <b>Source of Funds</b> |             |
|------------------------|-------------|
| <b>Federal:</b>        | \$12,230.00 |
| <b>State:</b>          |             |
| <b>Local:</b>          | \$0.00      |
| <b>Total:</b>          | \$12,230.00 |

**Name of Grantee**  
Springfield Police Dept.

**Grantee County**  
Greene

**Grantee Address**  
321 E Chestnut Expressway  
  
Springfield, MO 65802-3830

**Telephone**  
417-864-1723

**Fax**  
417-864-1713

**Contract Period**  
**Effective:** 10/01/2020  
**Through:** 09/30/2021

**Prepared By**  
Wilson, Scott

\_\_\_\_\_  
**Subrecipient Authorizing Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Subrecipient Project Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**MHTC Authorizing Official**

\_\_\_\_\_  
**Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$12,230.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.



**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative ( a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>CFDA#</u> | <u>Program Title</u>                        |
|----------------|--------------|---------------------------------------------|
| 402            | 20.600       | State and Community Highway Safety Programs |
| 154            | 20.607       | Alcohol Open Container Requirements         |
| 405b           | 20.616       | National Priority Safety Programs           |
| 405c           | 20.616       | National Priority Safety Programs           |
| 405d           | 20.616       | National Priority Safety Programs           |
| 405f           | 20.616       | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**XXIII. RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.



**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS - PAGE 9**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

[www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS**

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  - 1. Title of the class
  - 2. Date(s) and location of class
  - 3. Printed Name and signature of attendees (unless otherwise prohibited)
  - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY**

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- 5. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.



**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact ( traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Motorcyclist safety and motorcycle involved crashes are a consistent issue nationally and for the City of Springfield. The following information shows statistical data from the National Highway Traffic Safety Administration (NHTSA) for the 2017 calendar year:

- In 2017 there were 5,286 motorcyclists killed in motor vehicle crashes nationally. During this same period, there were 118 total motorcyclists killed in the State of Missouri.
- Per NHTSA, in 2016 33 percent of all riders involved in fatal motorcycle crashes were speeding, compared to 19 percent for passenger car drivers, and 15 percent for light-truck drivers.
- Per NHTSA, motorcyclists are approximately 28 times more likely to die in a crash in comparison to people in passenger cars. NHTSA notes that motorcyclists account for 14 percent of all traffic-related fatalities, while motorcycles represent only three percent of registered vehicles.

The following information shows data related to motorcycle involved traffic crashes that occurred in the City of Springfield between 2017-2019:

During this period of time the Springfield Police Department investigated 383 motor vehicle crashes in which a motorcycle was involved. Of these motorcycle involved crashes, 291 (75%) involved some degree of reported injury (disabling, evident non-disabling, probable non-apparent). In approximately 14% of the total motorcycle crashes it was documented that the motorcyclist was either not wearing a helmet or they were wearing a helmet that was not DOT compliant.

From the years 2017-2019, the City of Springfield Police Department investigated 50 fatal motor vehicle crashes. Of those fatal motor vehicle crashes, 15 of those involved motorcycle riders (30%). Of these fatal motor vehicle crashes involving motorcycles, 10 (66%) involved probable contributing circumstances on the part of the motorcycle operator, which contributed to the fatal crash. These contributing circumstances include such actions as excessive speed, inattention, intoxication, failure to yield, and disobeying a red light signal.

Vulnerable road users such as motorcyclists are at an increased risk of injury in a motor vehicle crash due to the fact they are not inside the protective shield of an enclosed motor vehicle, as well as the fact that motorcycles present a lower profile than passenger cars and light trucks. A motorcycle safety course that provides practical instruction in the safe operation of a motorcycle, as well as providing instruction on the importance of approved safety equipment, is important to assist in decreasing the risk of crashes involving motorcyclists.

## GOALS/OBJECTIVES

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The City of Springfield Police Department's goal is to increase motorcyclist safety and reduce the number of motor vehicle crashes involving motorcyclists by 10 percent in comparison to 2019 data. The Springfield Police Department recognizes the importance of engineering, enforcement, and education regarding traffic safety. The objective of the department would be to create a civilian motorcycle safety course in which department motorcycle instructors and motorcycle qualified officers would provide instruction to civilians on safe motorcycle operation through the use of a coned course. Civilians would be taught fundamentals such as Head and Eyes (where your head/eyes turn, the motorcycle will turn), Gray Zone (clutch/throttle control), braking in a curve, and proper braking techniques. Students would also be provided with information on the importance of proper motorcycle safety equipment to reduce the risk of injuries related to motorcycle crashes.

The goal of the Springfield Police Department is to decrease motorcycle involved crashes within the City of Springfield by 10 percent annually in comparison to 2019 data.

Objective 1: In the fiscal year 2021, reduce fatal motor vehicle crashes involving motorcyclist to one, reduce injury motor vehicle crashes involving motorcycles to 92, and total vehicle crashes involving motorcycles to 122.

Objective 2: Hold four civilian motorcycle safety courses during the fiscal year 2021 in which 120 civilians are provided with instruction in safe motorcycle operation techniques.

## PROJECT DESCRIPTION

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Each civilian motorcycle safety course would consist of up to 30 civilian student participants with six police instructors who have been qualified through the department to operate as a police motorcyclist instructor. This will allow for a 5:1 student to teacher ratio. Each course will include classroom instruction on motorcycle safety equipment and motorcycle operation techniques. Students will then be provided with the opportunity to work on motorcycle operation skills by participating in a coned motorcycle course. All participants would be required to have a valid motorcycle endorsement, and they would be required to complete a liability waiver before participating in the course. A public parking lot would be identified for use as the coned course portion of the event.

The department would distribute information about upcoming courses through social media, the department website, and through brochures that could be distributed at community events, as well as to motorcyclists with whom officers come into contact with through the course of their duties.

## SUPPLEMENTAL INFORMATION

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| <u>Question</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Answer</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 Does your agency have and enforce a safety belt use policy?                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes           |
| 2 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |
| 3 Does your agency have and enforce a policy restricting cell phone use while driving?                                                                                                                                                                                                                                                                                                                                                                                                                                | No            |
| 4 If NO, please explain.<br><br>This agency has a policy that discourages the use of cell phones, tablets, and similar devices; however, it does not specifically prohibit their use. The policy states the use of mobile communication devices while driving is discouraged and shall be restricted to emergency situations or circumstances in which other means of communication are not possible or practical such as loss of radio communication, tactical reasons, or due to information of a sensitive nature. |               |
| 5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)?<br><br>Local Government: Municipal Police Department                                                                                                                                                                                                                                                                                                                                                    |               |
| 6 Will this project have an impact statewide, regionally, or locally?<br><br>It is anticipated this will initially have a local impact. However, the Springfield Police Department serves as a regional training facility related to law enforcement training. The goal of the program would be to have it grow so there is a regional impact on motorcycle safety.                                                                                                                                                   |               |
| 7 What target group will this project impact (e.g. young, older, impaired)?<br><br>The target for this educational program is all civilian motorcycle operators in order to provide tips on safe motorcycle operations, as well as providing hands on instruction safe motorcycle operation.                                                                                                                                                                                                                          |               |
| 8 What age group does your project focus on?<br><br>The project would focus on individuals age 16 years and older who have a valid motorcycle operator's license.                                                                                                                                                                                                                                                                                                                                                     |               |
| 9 Does your agency have adequate manpower to fully expend the funds requested in this application?                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes           |
| 10 If NO, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               |
| 11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?                                                                                                                                                                                                                                                                                                                                                                  | No            |
| 12 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |
| 13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?                                                                                                                                                                                                                                                                                                                                                                                                        | No            |
| 14 If YES, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |
| 15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.                                                                                                                                                                                                                                                                                                                                                                    |               |



The Springfield Police Department was awarded Highway Safety grant funding for Hazardous Moving Violations, as well as DWI Enforcement, for the last three years:

The FY2017 grant awarded HMV funds of \$76,404.20 of which all funds were expended. The 2017 DWI grant awarded DWI funds of \$108,629.00 of which \$106,756.08 were spent leaving an unexpended balance of \$1,872.92.

The FY2018 grant awarded HMV funds of \$66,813 of which \$59,258.42 were spent leaving an unexpended balance of \$7,554.58. The FY2018 DWI grant awarded DWI funds of \$126,520 of which \$125,088.52 were spent leaving an unexpended balance of \$1,431.48

The FY2019 grant awarded HMV funds of \$79,114 of which \$79,020.11 were spent leaving an unexpended balance of \$93.89. The FY2019 DWI Grant awarded DWI funds of \$122,484 of which \$122,206.49 were spent leaving an unexpended balance of \$277.51

The department's Traffic Section is responsible for Hazardous Moving Violation Enforcement. In 2018 the Traffic Section was not fully staffed, which accounts for the unexpended funds.

16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? No

17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

19 Does this project employ proven best practices or would it be considered a pilot project?

This would be considered a pilot project.

20 Is training going to be provided as part of this contract? Yes

21 If Yes, enter types of training courses that will be provided and the estimated number of each course.

The training would include classroom training on topics related to safe motorcycle operation (proper safety equipment and proper vehicle handling, such as acceleration and breaking). Motorcycle operators practical cone course to provide hands-on instruction in safe motorcycle operation.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract\*
5. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The project will be reviewed monthly about tracking fund expenditures, as well as remaining fund balances. The project can also be reviewed quarterly to determine if the scheduled courses have between 20-30 participants. An analysis of crash statistics can be conducted quarterly to determine if there is a positive impact related to motorcycles involved in traffic crashes.

## ADDITIONAL FUNDING SOURCES

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|                                      |           |                   |
|--------------------------------------|-----------|-------------------|
| Community Partnership of the Ozarks: | \$8,000   | 7/2019 - 6/2020   |
| HIDTA Grant:                         | \$162,748 | 1/2019 - 12/2020  |
| Justice Assistance Grant (JAG):      | \$96,421  | 10/2016 - 9/2020  |
| Justice Assistance Grant (JAG):      | \$98,783  | 10/2017 - 9/2021  |
| Justice Assistance Grant (JAG):      | \$96,292  | 10/2018 - 9/2022  |
| DWI Grant Highway Safety Division:   | \$132,744 | 10/2019 - 9/2020  |
| HMV Highway Safety Division:         | \$65,744  | 10/2019 - 9/2020  |
| Underage Drinking Grant:             | \$29,879  | 10/2019 - 9/2020  |
| Workzone Grant:                      | \$95,000  | 7/2019 - 12/2020  |
| NIBRS Grant:                         | \$156,762 | 12/2017 - 11/2019 |

## BUDGET

| Category                     | Item                | Description                                                                                     | Quantity | Cost    | Total              | Local         | Total Requested    |
|------------------------------|---------------------|-------------------------------------------------------------------------------------------------|----------|---------|--------------------|---------------|--------------------|
| <b>Educational Materials</b> |                     |                                                                                                 |          |         |                    |               |                    |
|                              | Print Materials     | Printing costs of training brochures and information cards.                                     | 500.00   | \$0.70  | \$350.00           | \$0.00        | \$350.00           |
|                              |                     |                                                                                                 |          |         | <b>\$350.00</b>    | <b>\$0.00</b> | <b>\$350.00</b>    |
| <b>Personnel</b>             |                     |                                                                                                 |          |         |                    |               |                    |
|                              | Overtime and Fringe | Overtime pay for police personnel to serve as instructors in motorcycle safety training course. | 216.00   | \$55.00 | \$11,880.00        | \$0.00        | \$11,880.00        |
|                              |                     |                                                                                                 |          |         | <b>\$11,880.00</b> | <b>\$0.00</b> | <b>\$11,880.00</b> |
| <b>Total Contract</b>        |                     |                                                                                                 |          |         | <b>\$12,230.00</b> | <b>\$0.00</b> | <b>\$12,230.00</b> |

## ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| PDF                  | PDF Document       | 2021 MoDOT Grant Appli    | 02/21/2020        |
| PDF                  | PDF Document       | Signed Copy of 2021 Civi  | 02/25/2020        |



CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
017

Revenues:

| Fund                   | Dept | Org   | Account | P&G | Location | Amount    | Description                                     |
|------------------------|------|-------|---------|-----|----------|-----------|-------------------------------------------------|
| 25310                  | 18   | 90210 | 416010  |     |          | \$ 16,850 | MODOT Civilian Motorcycle Safety Course revenue |
| Net Revenue Adjustment |      |       |         |     |          | \$ 16,850 |                                                 |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G | Location | Amount    | Description                                      |
|----------------------------|------|-------|---------|-----|----------|-----------|--------------------------------------------------|
| 25310                      | 18   | 90210 | 500120  |     |          | \$ 16,850 | MODOT Civilian Motorcycle Safety Course overtime |
| Net Expenditure Adjustment |      |       |         |     |          | \$ 16,850 |                                                  |

Fund Balance Appropriation:

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

Explanation: To amend the FY2021-22 budget by appropriating grant funds from the Missouri Department of Transportation for the Civilian Motorcycle Safety Course program.

Requested By:

Paul F. Zickman 9/15/21  
Department Head Date

Approved By:

DL Hill 9/15/21  
Director of Finance Date

Authorization:

Council Bill No. 2021-253  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

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

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 11  
Filed: 08-31-21

Sponsor: Simpson

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

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

COUNCIL BILL 2021- 237

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

### AN ORDINANCE

1 RELINQUISHING certain sanitary sewer easements located at 3101 South Glenstone  
2 Avenue for the purpose of accommodating improvements at said  
3 location.  
4 \_\_\_\_\_  
5

6 WHEREAS, an application has been submitted requesting that the City relinquish  
7 certain sanitary sewer easements located at 3101 South Glenstone Avenue, said request  
8 being generally referred to as Relinquishment 915; and  
9

10 WHEREAS, the purpose of such request is to accommodate the addition of a  
11 vestibule to an existing building at said location, and applicant is to dedicate a replacement  
12 easement through a separate instrument; and  
13

14 WHEREAS, the Planning and Zoning Commission, at their meeting on August 12,  
15 2021, recommended approval of the relinquishment request; and  
16

17 WHEREAS, City Council finds that, provided the conditions set forth in "Exhibit A," of  
18 this Ordinance are fully complied with, the relinquishment requested by the applicant is  
19 appropriate, and thereby desires to relinquish said easements consistent with the provisions  
20 of this Ordinance.  
21

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

25 Section 1 – City Council hereby relinquishes certain sanitary sewer easements  
26 located at 3101 South Glenstone Avenue, said easements being more fully described in the  
27 legal descriptions attached hereto as "Exhibit A – Attachment 3," provided that said  
28 relinquishment shall not become effective until applicant has fully complied with those  
29 conditions set forth in "Exhibit A," which is attached hereto and incorporated by reference  
30 herein.  
31

32 Section 2 – The relinquishment contemplated by this Ordinance shall not become  
33 effective until the public improvements to the proposed sanitary sewer easement area are

34 completed, said improvements are accepted by the City, and the replacement sanitary sewer  
35 easement is filed. If this condition is not completed within one (1) year from City Council's  
36 approval, then said approval is null and void, and the sanitary sewer easement requested to  
37 be relinquished will remain.  
38

39 Section 3 – Upon the Director of Planning and Development certifying in writing to the  
40 City Clerk that the conditions contained in “Exhibit A” to this Ordinance have been fully  
41 complied with, this Ordinance shall be in full force and effect. City Council finds that the  
42 sections contained in this Ordinance are an integral part of the decision to relinquish said  
43 easements and, if for any reason, any section or provision of this Ordinance is found to be  
44 null and void, the whole Ordinance shall be considered null and void.  
45

46 Passed at Meeting: \_\_\_\_\_  
47

48 \_\_\_\_\_  
49 Mayor  
50

51 Attest: \_\_\_\_\_, City Clerk  
52

53 Filed as Ordinance: \_\_\_\_\_  
54

55  
56 Approved as to Form: Jill Burris, Assistant City Attorney  
57

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

## **EXPLANATION TO COUNCIL BILL 2021-237**

FILED: 08-31-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To relinquish a sanitary sewer easement generally located at 3101 South Glenstone Avenue in Springfield, Missouri.

BACKGROUND INFORMATION:

### **RELINQUISH EASEMENT NUMBER 915**

The applicant is requesting to relinquish a sanitary sewer easement in order to accommodate the addition of a vestibule to an existing building. The public improvement plans for this project have been updated since the previous relinquishment and additional easements need to be relinquished. A replacement sanitary sewer easement has been dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on August 12, 2021, and recommended approval, by a vote of 9 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

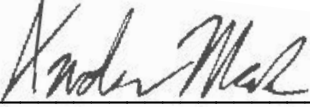
CONDITIONS:

If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

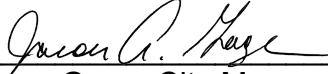
Submitted by:

  
\_\_\_\_\_  
Andrew Menke, Assistant Planner

Reviewed by:

  
\_\_\_\_\_  
Brendan Griesemer, AICP  
Acting Director

Approved by:

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

EXHIBITS:

Exhibit A, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Approval Criteria
- Attachment 3, Legal Description
- Attachment 4, Drawings



## Exhibit A

# Development Review Staff Report



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

AUGUST 12, 2021

SEPTEMBER 7, 2021

**CASE:** Relinquishment of Easement 915

**ACRES:** 0.08

**LOCATION:** 3101 South Glenstone Avenue

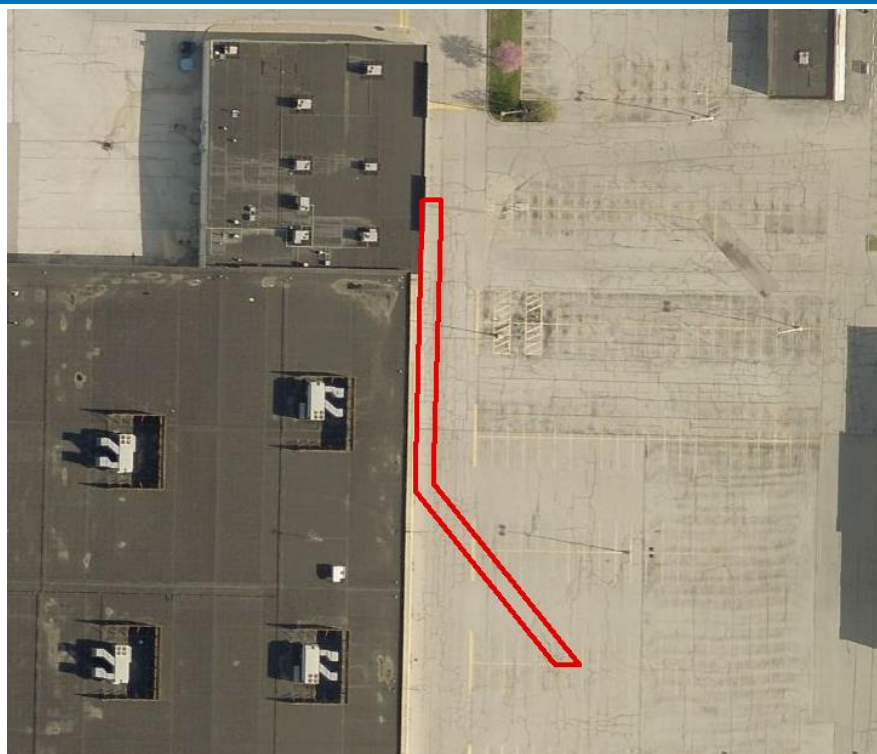
**EXISTING LAND:** Strip mall

**APPLICANT:** Warren Davis Properties XXII, LLC

**STAFF:** Andrew Menke, Assistant Planner  
417-864-1613

**STAFF RECOMMENDATIONS:**  
Approve and forward recommendation to City Council

**PROPOSED MOTION:** Move to approve as submitted in the staff report. 5 voting members to approve or deny.



### SUMMARY OF REQUEST:

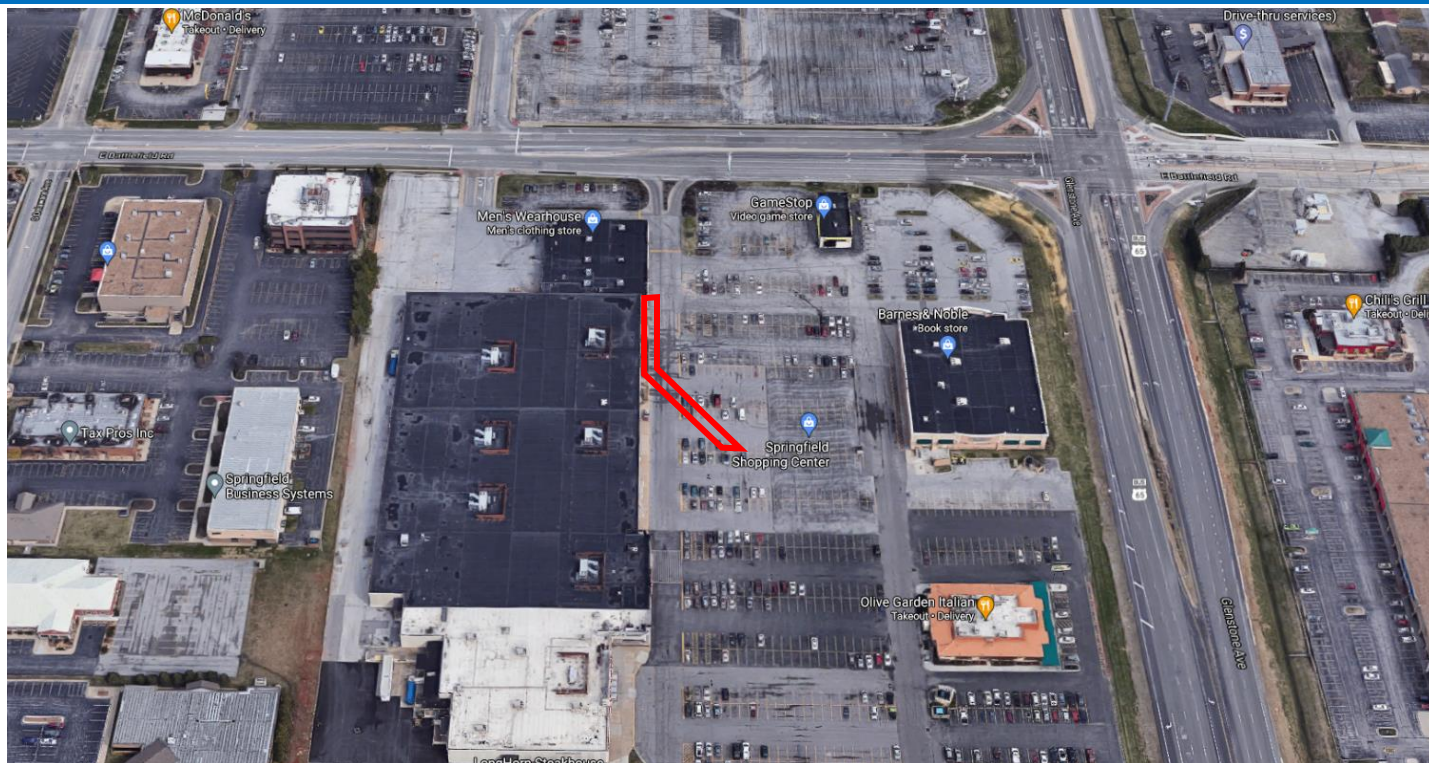
The applicant, Warren Davis Properties XXII, LLC, is requesting to relinquish two sanitary sewer easements to facilitate the development of their property. The public improvement plans for this project have been updated since the previous relinquishment and additional easements need to be relinquished. A replacement easement has been dedicated. The relinquishment of the easements is contingent upon the construction of public improvements.

### FINDINGS FOR STAFF RECOMMENDATION:

The requested relinquishment meets the approval criteria listed in Table A.

# Development Review Staff Report

## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



## GOOGLE MAPS STREET VIEW:



# Development Review Staff Report



## PLANNING AND ZONING COMMISSION AUTHORITY:

### **Sec. 98-160. - Relinquishment of public utility easements.**

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
- (1) No one has objected to the relinquishment of the easement.
  - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
  - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

## STAFF COMMENTS:

1. The applicant is requesting to relinquish two sanitary sewer easements in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easements is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

## CONDITIONS:

A. If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

## ATTACHMENT 1: DEPARTMENT COMMENTS

### DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to relinquishment provided public sewer relocation is completed before it is relinquished. Public improvement plans have been approved and filed and construction should be under way.

### DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Replacement easement has been reviewed, approved and recorded.



# Development Review Staff Report



## ATTACHMENT 2: APPROVAL CRITERIA

Table A

| In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings. |                                                                                                                                                            | Staff Response                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                                                                                                              | No one has objected to the relinquishment of the easements.                                                                                                | No one has objected to the relinquishment of the easements.                                                                                                                                                             |
| 2.                                                                                                                              | The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service. | All interested City agencies have filed a statement and, with the conditions set forth, do not object to the relinquishment of the subject easements. The applicant has dedicated a replacement easement.               |
| 3.                                                                                                                              | That the retention of the easements no longer serves any useful public purpose.                                                                            | Once construction of public improvements has been completed, the retention of the subject easement no longer serves a public purpose. The applicant has dedicated a replacement easement through a separate instrument. |

## ATTACHMENT 3: LEGAL DESCRIPTION

A vacation of a portion of a sanitary sewer easement being a part of the Northeast Quarter of the Southeast Quarter of Section Six, Township 28 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri and being more particularly described as follows: Commencing at an existing iron pin at the Southeast corner of Lot 11 of Battlefield South, a subdivision in the City of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, North 01°14'07" East, along and with the East line of said Lot 11, a distance of 156.77 feet; thence, South 88°58'04" East, leaving said East line, a distance of 337.90 feet to the West line of a sewer easement as described in Book 1521 at Page 1905 of the Greene County Deed Records, a portion of which has been vacated, said point lying 5.00 feet West of the manhole identified as Manhole "C" in said easement; thence, North 01°04'15" East, along and with the West line of said easement, a distance of 96.40 feet to the POINT OF BEGINNING; North 01°04'15" East, along and with said West line, a distance of 153.60 feet to the North line of said easement; thence, South 88°55'45" East, along and with said North line, a distance of 10.00 feet to the East line of said easement; thence, South 01°04'15" West, along and with said East line, a distance of 167.73 feet, to the North line of the vacated portion of said easement; thence, North 34°13'30" West, along and with said North line, a distance of 17.31 feet to the POINT OF BEGINNING; containing 1607 square feet, more or less.

AND

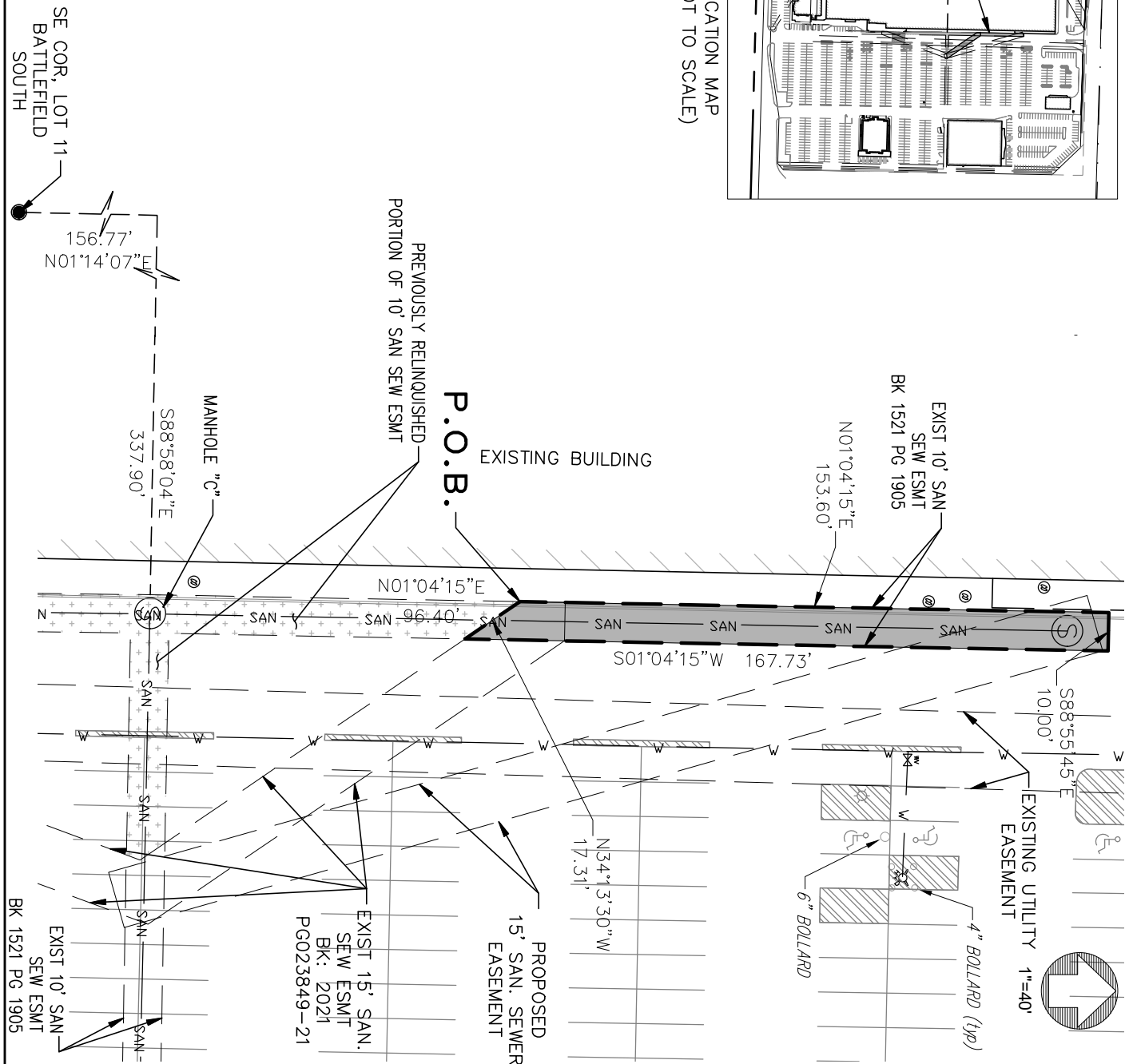
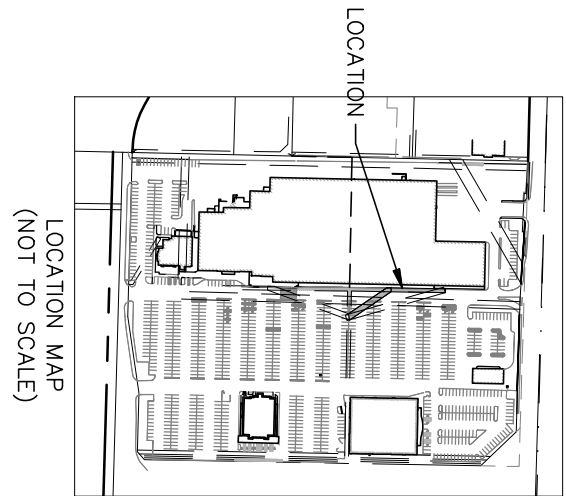
A vacation of a portion of a sanitary sewer easement being a part of the Northeast Quarter of the Southeast Quarter of Section Six, Township 28 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri and being more particularly described as follows: Commencing at an existing iron pin at the Southeast corner of Lot 11 of Battlefield South, a subdivision in the City of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, North 01°14'07" East, along and with the East line of said Lot 11, a distance of 156.77 feet; thence, South 88°58'04" East, leaving said East line, a distance of 337.90 feet to the West line of a sewer easement as described in Book 1521 at Page 1905 of the Greene County Deed Records, a portion of which has been vacated, said point lying 5.00 feet West of the manhole identified as Manhole "C" in said easement; thence, North 01°04'15" East, along and with the West line of said easement, a distance of 96.40 feet to the West line of a 15' sanitary sewer easement as described in Book 2021 at Page 023849-21 of the Greene County Deed Records and which also is the POINT OF BEGINNING; thence North 01°04'15" East, along and with 11.83 feet to the North line of said easement; thence, South 88°55'45" East, along and with said North line, a distance of 10.00 feet; thence, South 34°13'30" East, along and with said North line, a distance of 131.37 feet; thence, South 82°59'55" West, departing said North line, a

# Development Review Staff Report



distance of 16.87 feet to the West line of said easement; thence, North 34°13'30" West, along and with said West line, a distance of 119.77 feet to the POINT OF BEGINNING; containing 1943 square feet, more or less.



**NOTE:**

THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE NEW EASEMENTS TO BE DEDICATED BY RECORDED INSTRUMENTS AND IS NOT TO BE CONSTRUED TO REPRESENT A PROPERTY BOUNDARY SURVEY.



LEE Engineering & Associates, L.L.C.  
1200 E. Woodhurst Dr., Suite D200  
Springfield, Missouri 65807  
417-886-9100 (phone)  
417-886-9336 (fax)

dlee@leeengineering.biz

"Engineering with Integrity"

Missouri State Certificate of Authority  
Engineering #2009016504  
Land Surveying #2009028050

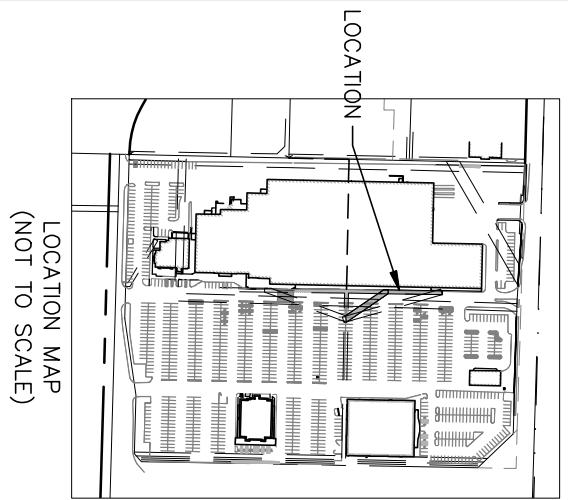
## 10' SANITARY SEWER EASEMENT RELINQUISHMENT EXHIBIT

DATE:

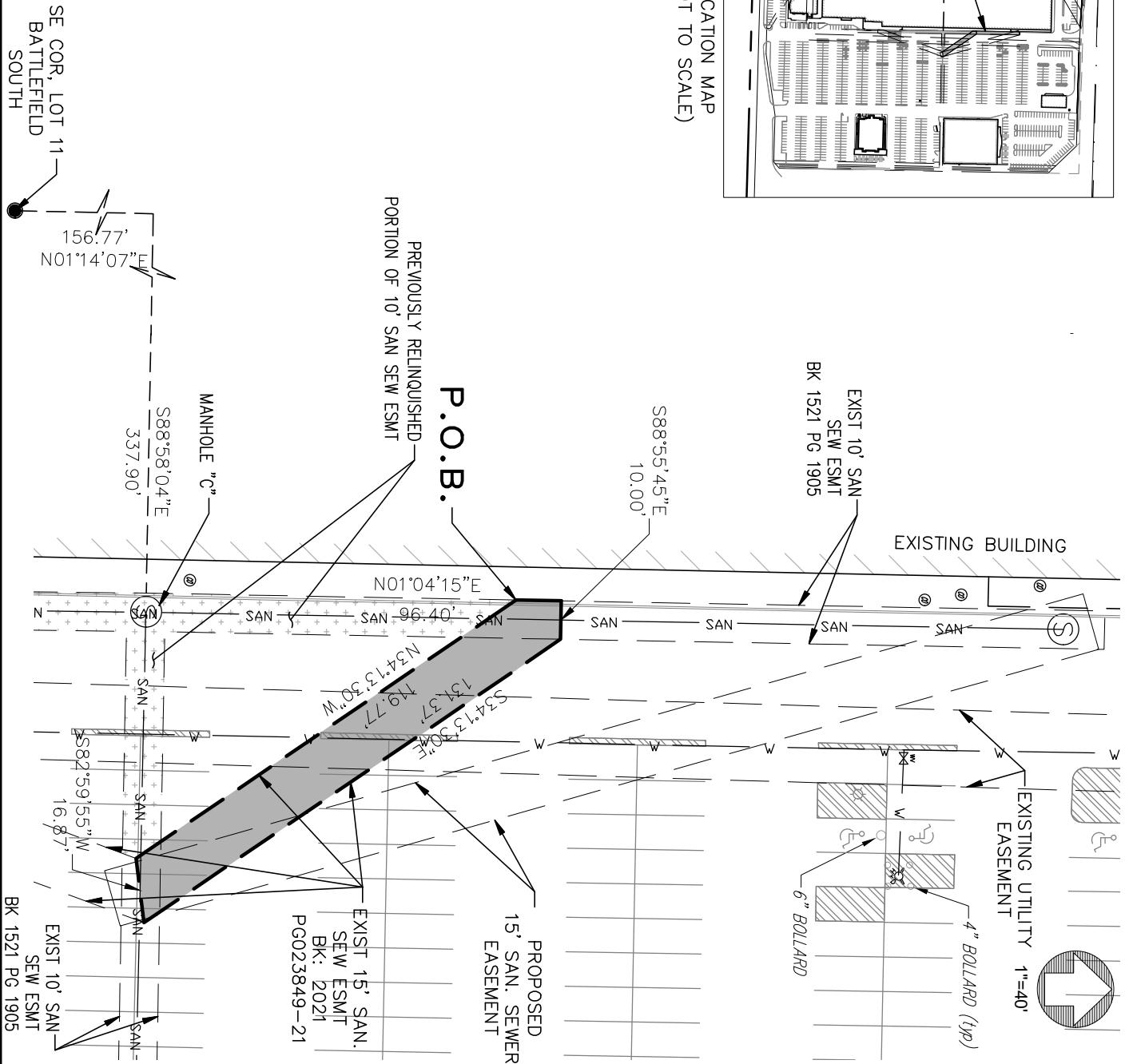
06/28/2021

PROJECT NO.:

863



LOCATION MAP  
(NOT TO SCALE)



**NOTE:**  
THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE NEW EASEMENTS TO BE DEDICATED BY RECORDED INSTRUMENTS AND IS NOT TO BE CONSTRUED TO REPRESENT A PROPERTY BOUNDARY SURVEY.



LEE Engineering & Associates, L.L.C.  
1200 E. Woodhurst Dr., Suite D200  
Springfield, Missouri 65807  
417-886-9100 (phone)  
417-886-9336 (fax)

dlee@leeengineering.biz

"Engineering with Integrity"

Missouri State Certificate of Authority  
Engineering #2009015504  
Land Surveying #2009028050

# 15' SANITARY SEWER EASEMENT RELINQUISHMENT EXHIBIT

DATE:

06/28/2021

PROJECT NO.:

863

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 17  
Filed: 08-31-21

Sponsored by: Romine

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

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

COUNCIL BILL 2021- 238

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

### AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of  
2 public streets and easements to the City of Springfield, as shown on  
3 the Preliminary Plat of Stalzer Addition, generally located at 1615  
4 West Nichols Street, upon the applicant filing and recording a final plat  
5 that substantially conforms to the preliminary plat; and authorizing the  
6 City Clerk to sign the final plat upon compliance with all the terms of  
7 this Ordinance. (Staff recommends that City Council accept the public  
8 streets and easements.)  
9 \_\_\_\_\_

10  
11 WHEREAS, an original Preliminary Plat of Stalzer Addition dated August 11,  
12 2021, is on file with the City's Department of Planning and Development; and  
13

14 WHEREAS, on August 12, 2021, the Planning and Zoning Commission of the  
15 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Stalzer  
16 Addition, which is generally located at 1615 West Nichols Street.  
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and  
22 Development, on behalf of the City of Springfield, to accept the land, easements, and  
23 improvements dedicated to the City, as shown on the Preliminary Plat of Stalzer  
24 Addition, which is generally located at 1615 West Nichols Street, as approved by the  
25 Planning and Zoning Commission. The original plat of Stalzer Addition is on file in the  
26 Department of Planning and Development ("Approved Preliminary Plat"), a reduced  
27 version of which is attached hereto for general reference as "Exhibit B - Attachment 4."  
28 All of "Exhibit B," including attachments, is incorporated herein by this reference.  
29

30 Section 2 – The Director of Planning and Development shall be authorized to  
31 accept the land, easements, and improvements dedicated to the City, as shown on said  
32 plat, upon the applicant filing and recording a final plat in accordance with this  
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

34 substantially conform to the Approved Preliminary Plat, including those conditions  
35 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying  
36 to the Director of Planning and Development and the City Clerk that the public  
37 improvements have been made in accordance with City standards and specifications.  
38 Said public improvements shall not be accepted until the occurrence of all conditions  
39 referenced herein and in "Exhibit B".  
40

41 Section 3 – The final plat shall not be recorded until: (1) the public improvements  
42 relating to the Approved Preliminary Plat have been constructed according to the  
43 specifications of the City of Springfield, Missouri, and are approved by the Director of  
44 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned  
45 by or in connection with the construction of said improvements have been paid to the  
46 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed  
47 with the City Manager, according to the terms of the Subdivision Regulations of the City,  
48 the prescribed financial assurances in a form acceptable to the City to ensure the  
49 construction of the improvements and the payment to the City of all engineering fees,  
50 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the  
51 construction of the improvements.  
52

53 Section 4 – Upon compliance with all the requirements of this Ordinance,  
54 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby  
55 authorized to endorse City Council's approval upon the final plat pursuant to Section  
56 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public  
57 Improvements contained therein.  
58

59 Section 5 – This Ordinance shall be in full force and effect from and after its  
60 passage.  
61

62 Passed at meeting: \_\_\_\_\_  
63

64 \_\_\_\_\_  
65 Mayor  
66

67 Attest: \_\_\_\_\_, City Clerk  
68

69 Filed as Ordinance: \_\_\_\_\_  
70

71  
72 Approved as to form: Jill Burris, Assistant City Attorney  
73

74  
75 Approved for Council action: Jason A. Hays, City Manager

## **EXPLANATION TO COUNCIL BILL 2021 - 238**

FILED: 08-31-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Stalzer Addition, generally located at 1615 West Nichols 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.)

### **BACKGROUND INFORMATION:**

- A. An original Preliminary Plat of Stalzer Addition dated August 11, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on August 12, 2021, and approved the Preliminary Plat and subdivision variance by a vote of 9 to 0, subject to the following conditions:
  - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
  - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
  - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
  - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,



per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

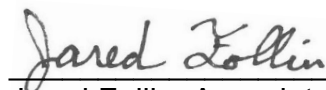
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as Low-Density Housing. The subdivision divides the property in a way that facilitates residential development which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies Scott Street as a Local Street and Nichols Street as a Collector Street which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



---

Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP  
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Conditions of Variance Approval

Attachment 4, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS  
PRELIMINARY PLAT – STALZER ADDITION  
RECORD OF PROCEEDINGS  
Planning and Zoning Commission – August 12, 2021

Preliminary Plat of Stalzer Addition  
1615 West Nichols Street  
**Applicant:** Gerald F. Maney

Mr. Neal states that this a request to approve a preliminary plat for a five-lot residential subdivision located at 1615 West Nichols Street and a request for subdivision. The applicant is requesting a subdivision variance to deviate from the driveway approach spacing requirements in the City of Springfield Design Standards for Public Improvements.

- Access to a local street must be 150 feet or more from an Expressway. Driveway approaches for Lots 4 & 5 would not meet this spacing requirement.

Public Works Traffic Division supports variance with a shared access utilized by Lots 4 & 5 to be at least 100 feet from Kansas Expressway. Staff recommends the subdivision variance be approved. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked if these will be single family residents?

Mr. Daniel Neal stated that it is currently zoned Residential Townhouse district.

Mr. Doennig opened the public hearing.

Mr. Mike Stalzer, will be developing into duplexes and here to answer any questions.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Knuckles motioned to **approve** Preliminary Plat of Stalzer Addition (1615 West Nichols Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP  
Planning Manager

# Exhibit B



## Development Review Staff Report

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

AUGUST 12, 2021

SEPTEMBER 9, 2021

**CASE:** Preliminary Plat of Stalzer Addition

**ACRES:** 1.35

**LOCATION:** 1615 West Nichols Street

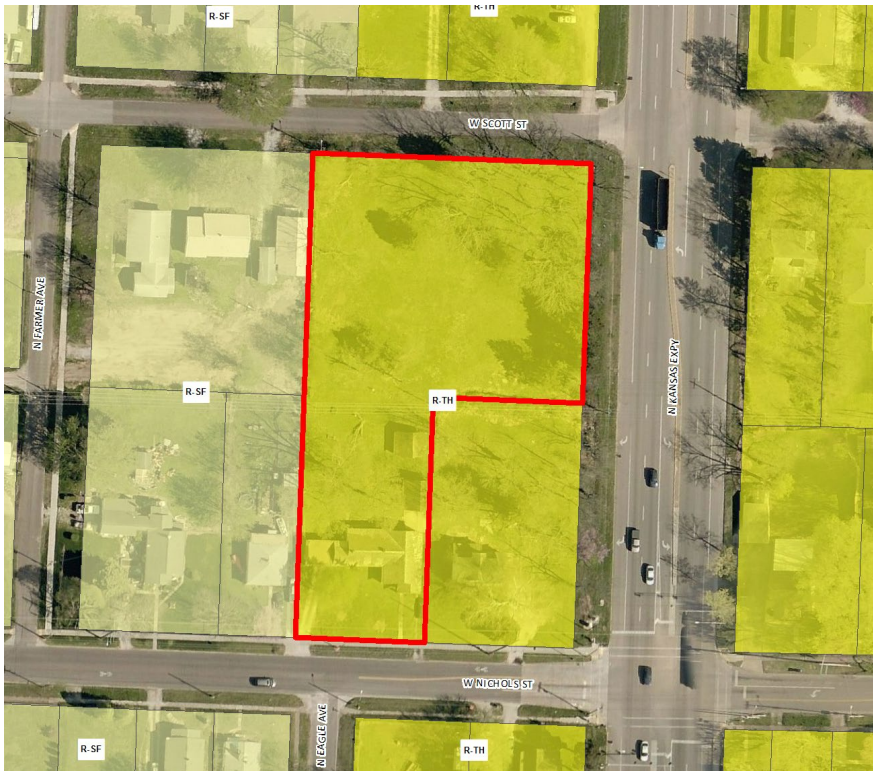
**EXISTING LAND USE:** Single-Family Home, Undeveloped

**APPLICANT:** Gerald F. Maney

**STAFF:** Jared Follin, Associate Planner  
 417-864-1612

**STAFF RECOMMENDATIONS:**  
 Approve w/Conditions

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



### SUMMARY OF REQUEST:

1. Request to approve a five-lot preliminary plat named "Stalzer Addition" with a subdivision variance. The property is zoned Residential townhouse district.
2. The applicant is requesting a subdivision variance from Section 36-250 of the Subdivision Regulations, which requires all improvements to conform to the City of Springfield Design standards for public improvements. Chapter 10 of the Public Works Design Guidelines requires access from a local street to be at least 150 feet from an expressway. Access drives for Lots 4 & 5 would be within the 150 feet distance from the expressway.

### FINDINGS FOR STAFF RECOMMENDATIONS:

1. Chapter 10 of the City of Springfield Design standards for public improvements requires access on a local street (W. Scott Street) to be at least 150 feet from an expressway (Kansas Expressway).
2. Staff recommends the subdivision variance be approved to allow a variance from Section 36-250 in order to allow a shared access for Lots 4 & 5 to be 100 feet from Kansas Expressway (110 feet with the sight triangle).
3. The applicant's proposal, with the conditions listed in *Attachment 2*, and approval of the subdivision variance, are consistent with the City's *Subdivision Regulations*.

### SURROUNDING ZONING AND LAND USES:

|                 | NORTH                     | SOUTH                     | EAST                      | WEST                      |
|-----------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>ZONING</b>   | R-TH                      | R-TH                      | R-TH                      | R-SF                      |
| <b>LAND USE</b> | Single-Family Residential | Single-Family Residential | Single-Family Residential | Single-Family Residential |



# Development Review Staff Report



## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



## GOOGLE MAPS STREET VIEW:

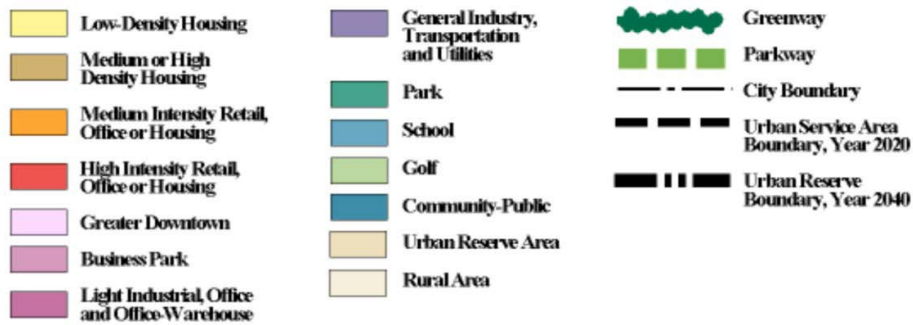




# Development Review Staff Report



## GROWTH MANAGEMENT AND LAND USE PLAN:



# Development Review Staff Report



## PROPERTY HISTORY:

The subject property was annexed into the City in 1926 and is currently un-platted.

## PLANNING AND ZONING COMMISSION AUTHORITY:

### **Sec. 36-226. - Major subdivision review procedure.**

#### **(3) Preliminary plat.**

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
  1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
  2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

# Development Review Staff Report



## ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

| CODE ITEM                  | REQUIREMENTS FOR RESIDENTIAL TOWNHOUSE DISTRICT                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Size           | Single-Family detached dwellings: 5,000 square feet<br>Duplexes: 7,500 square feet                                                                                                                                                                                                                                                                                                                                        |
| Maximum Structure Height   | Side yards less than 15 feet – 35 feet or two and one-half stories<br>Side yards more than 15 feet – 45 feet or three stories                                                                                                                                                                                                                                                                                             |
| Front Yard Setback         | 15 feet along local streets<br>25 feet along Collector streets or higher                                                                                                                                                                                                                                                                                                                                                  |
| Side and Rear Setbacks     | Side yard – 5 feet<br>Rear yard – 10 percent of lot depth, but not less than 10 or high                                                                                                                                                                                                                                                                                                                                   |
| Street Classification      | Scott Street – Local Street<br>Nichols Street – Collector Street                                                                                                                                                                                                                                                                                                                                                          |
| Sidewalks (Per Sec.36-471) | There is existing sidewalk along the property frontage of W. Nichols Street and along the northern portion of W. Scott Street (sidewalk is only required on one side of a street classified as a local in R-TH zoning). The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of N. Kansas Expressway. MoDOT is not requiring sidewalk to be constructed. |
| Open Space Requirement     | Not less than 20 percent of the total lot area                                                                                                                                                                                                                                                                                                                                                                            |

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development which is consistent with the *Comprehensive Plan*. The Major Thoroughfare Plan classifies Scott Street as a Local Street and Nichols Street as a Collector Street which supports the proposed land use.

## STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 1.35 acres into a five-lot subdivision named "Stalzer Addition" to facilitate residential development of the site.
2. The applicant is requesting a subdivision variance from Sec. 36-250 in order to deviate from the driveway approach spacing requirements found in the City of Springfield Design Standards for Public Improvements. Access to a Local Street must be 150 feet from an Expressway. Driveway approaches for Lots 4 & 5 would not meet this spacing requirement. See below:
  - a. Sec. 36-250. – *Improvements*. The Improvements required in any subdivision shall be in accordance with the following subsections and shall conform to the City of Springfield Design standards for public improvements which is hereby adopted as the design standards for public improvements required by this article, a copy of which is in file with the city clerk as a part of this article.
  - b. City of Springfield, MO Design Standards for Public Improvements
    - i. All driveway approaches shall be located to meet the spacing shown in the following table and provide the following minimum clearances: Nearest edge of the driveway to nearest right-of-way line of alleys, 10 feet; nearest edge of the driveway to property line, 5 feet; on corner lots, nearest edge of the driveway to nearest right-of-way line of an intersecting street, 20 feet, but in no case shall the driveway return extend closer than 15 feet to the intersection rightof-way line extended. Where sight distance triangles exist, the nearest edge of the driveway to nearest corner of triangle shall be at least 20 feet.

# Development Review Staff Report



| Access on Street      |          | Distance of Access Restrictions from Near Right-of-Way Line/Triangle of Cross Street |                  |                    |               |                       |                   |               |
|-----------------------|----------|--------------------------------------------------------------------------------------|------------------|--------------------|---------------|-----------------------|-------------------|---------------|
|                       |          | Expressway                                                                           | Primary Arterial | Secondary Arterial | Collector     | Non-Residential Local | Residential Local | Driveway      |
| Expressway            | Approach | Not Permitted                                                                        | Not Permitted    | Not Permitted      | Not Permitted | Not Permitted         | Not Permitted     | Not Permitted |
|                       | Exit     | Not Permitted                                                                        | Not Permitted    | Not Permitted      | Not Permitted | Not Permitted         | Not Permitted     | Not Permitted |
| Primary Arterial      | Approach | 350 ft*                                                                              | 300 ft*          | 250 ft*            | 200 ft        | 200 ft                | 200 ft            | 200 ft        |
|                       | Exit     | 250 ft                                                                               | 200 ft           | 200 ft             | 200 ft        | 200 ft                | 200 ft            | 200 ft        |
| Secondary Arterial    | Approach | 300 ft*                                                                              | 250 ft*          | 200 ft*            | 150 ft        | 150 ft                | 150 ft            | 150 ft        |
|                       | Exit     | 150 ft                                                                               | 150 ft           | 150 ft             | 150 ft        | 150 ft                | 150 ft            | 150 ft        |
| Collector             | Approach | 250 ft*                                                                              | 200 ft*          | 150 ft*            | 100 ft        | 100 ft                | 100 ft            | 100 ft        |
|                       | Exit     | 100 ft                                                                               | 100 ft           | 100 ft             | 100 ft        | 100 ft                | 100 ft            | 100 ft        |
| Non-Residential Local | Approach | 200 ft*                                                                              | 150 ft*          | 100 ft             | 50ft          | 30 ft                 | 20 ft             | 20 ft         |
|                       | Exit     | 100 ft                                                                               | 75 ft            | 50 ft              | 50 ft         | 30 ft                 | 20 ft             | 20 ft         |
| Residential Local     | Approach | 150 ft                                                                               | 100 ft           | 70 ft              | 50 ft         | 30 ft                 | 20 ft             | 20 ft         |
|                       | Exit     | 70 ft                                                                                | 50 ft            | 30 ft              | 30 ft         | 30 ft                 | 20 ft             | 20 ft         |

\*Where a median is on a street, the recommended access restrictions for the approach side are the same as for the exit side.

- Staff is in support of the subdivision variance and for a shared access utilized by Lots 4 & 5 to be at least 100 feet from the expressway.
- All proposed lots meet the requirements of the City's Subdivision Regulations.
- If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The applicant's responses to the Conditions for Variance Approval are provided in Attachment 3. The preliminary plat drawing can be found in Attachment 4.

## PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

# Development Review Staff Report



## DEPARTMENT COMMENTS:

### ATTACHMENT 1

#### CITY UTILITIES COMMENTS:

Generally, no issues with prelim plat. Elec/Gas/Water is available to all proposed lot. Add 10 ft utility easements along Nichols, Scott and Kansas frontages (See section 36-245). This can be done on the final plat.

#### ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Plat is acceptable. New sewer/utility easement being dedicated on the plat since no existing sewer easement was found. Each lot has access to public sewer and is in an existing sewer district

#### PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

#### STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Nichols Street as a Collector roadway, W. Scott Street as a Local roadway and N. Kansas Expressway as an Expressway roadway. The standard right-of-way width for W. Nichols Street is 30-feet from the centerline, 25-feet from the centerline for W. Scott Street and 65-feet from the centerline for N. Kansas Expressway. It appears additional right-of-way is not needed along W. Walnut Lawn Avenue. It appears additional right-of-way is not needed along any of these roadways. A 10-foot by 10-foot right-of-way sight triangle is needed at the intersection of W. Scott Street and N. Kansas Expressway. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. W. Nichols Street and W. Scott Street are city-maintained streets. N. Kansas Expressway is a state-maintained street.

#### DRIVEWAY ACCESS

There is currently two driveway access points onto the property from W. Nichols Street and no driveway access points onto the property from W. Scott Street or N. Kansas Expressway. Access to any lot on W. Scott Street must be a minimum of 100-feet from Kansas Expressway (110-feet including sight triangle), therefore Lots 4 & 5 are required to share a driveway approach. Any additional new proposed driveway approaches must meet the minimum spacing requirements. No access is allowed to N. Kansas Expressway.

#### SIDEWALK

There is existing sidewalk along the property frontage of W. Nichols Street and along the northern portion of W. Scott Street (sidewalk is only required on one side of a street classified as a local in R-TH zoning). The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of N. Kansas Expressway. MoDOT is not requiring sidewalk to be constructed.

#### IMPROVEMENTS

None required. A Traffic Impact Study is not required.

**TRAFFIC - TABLE 1: PLATTING DETAILS**

|          | Street Name          | Street Classification | On-Street Parking | Existing Street ROW From Centerline (ft) | Required Street ROW From Centerline (ft) |
|----------|----------------------|-----------------------|-------------------|------------------------------------------|------------------------------------------|
| Street 1 | W. Nichols Street    | Collector             | Yes               | 30                                       | 30                                       |
| Street 2 | W. Scott Street      | Local                 | Yes               | 25                                       | 25                                       |
| Street 3 | N. Kansas Expressway | Expressway            | No                | 69                                       | 65                                       |



# Development Review Staff Report



## PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the **Jordan Creek Lower Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

# Development Review Staff Report



## CONDITIONS FOR APPROVAL:

### ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

# Development Review Staff Report



## CONDITIONS OF VARIANCE APPROVAL:

### ATTACHMENT 3

The applicant is requesting a subdivision variance from the following section:

**Sec. 36-250. – Improvements.** The Improvements required in any subdivision shall be in accordance with the following subsections and shall conform to the City of Springfield Design standards for public improvements which is hereby adopted as the design standards for public improvements required by this article, a copy of which is in file with the city clerk as a part of this article.

#### City of Springfield, MO Design Standards for Public Improvements

**Chapter 10.3.4.5** - All driveway approaches shall be located to meet the spacing shown in the following table and provide the following minimum clearances: Nearest edge of the driveway to nearest right-of-way line of alleys, 10 feet; nearest edge of the driveway to property line, 5 feet; on corner lots, nearest edge of the driveway to nearest right-of-way line of an intersecting street, 20 feet, but in no case shall the driveway return extend closer than 15 feet to the intersection right-of-way line extended. Where sight distance triangles exist, the nearest edge of the driveway to nearest corner of triangle shall be at least 20 feet.

| Access on Street      |          | Distance of Access Restrictions from Near Right-of-Way Line/Triangle of Cross Street |                  |                    |               |                       |                   |               |
|-----------------------|----------|--------------------------------------------------------------------------------------|------------------|--------------------|---------------|-----------------------|-------------------|---------------|
|                       |          | Expressway                                                                           | Primary Arterial | Secondary Arterial | Collector     | Non-Residential Local | Residential Local | Driveway      |
| Expressway            | Approach | Not Permitted                                                                        | Not Permitted    | Not Permitted      | Not Permitted | Not Permitted         | Not Permitted     | Not Permitted |
|                       | Exit     | Not Permitted                                                                        | Not Permitted    | Not Permitted      | Not Permitted | Not Permitted         | Not Permitted     | Not Permitted |
| Primary Arterial      | Approach | 350 ft*                                                                              | 300 ft*          | 250 ft*            | 200 ft        | 200 ft                | 200 ft            | 200 ft        |
|                       | Exit     | 250 ft                                                                               | 200 ft           | 200 ft             | 200 ft        | 200 ft                | 200 ft            | 200 ft        |
| Secondary Arterial    | Approach | 300 ft*                                                                              | 250 ft*          | 200 ft*            | 150 ft        | 150 ft                | 150 ft            | 150 ft        |
|                       | Exit     | 150 ft                                                                               | 150 ft           | 150 ft             | 150 ft        | 150 ft                | 150 ft            | 150 ft        |
| Collector             | Approach | 250 ft*                                                                              | 200 ft*          | 150 ft*            | 100 ft        | 100 ft                | 100 ft            | 100 ft        |
|                       | Exit     | 100 ft                                                                               | 100 ft           | 100 ft             | 100 ft        | 100 ft                | 100 ft            | 100 ft        |
| Non-Residential Local | Approach | 200 ft*                                                                              | 150 ft*          | 100 ft             | 50ft          | 30 ft                 | 20 ft             | 20 ft         |
|                       | Exit     | 100 ft                                                                               | 75 ft            | 50 ft              | 50 ft         | 30 ft                 | 20 ft             | 20 ft         |
| Residential Local     | Approach | 150 ft                                                                               | 100 ft           | 70 ft              | 50 ft         | 30 ft                 | 20 ft             | 20 ft         |
|                       | Exit     | 70 ft                                                                                | 50 ft            | 30 ft              | 30 ft         | 30 ft                 | 20 ft             | 20 ft         |

\*Where a median is on a street, the recommended access restrictions for the approach side are the same as for the exit side.

| Section 36-206(3) of the Subdivision regulations states in part: No variance shall be granted unless it is found that;                                                                                                                        | Applicant's Response                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege; | There are special and unusual circumstances affecting said property such that the strict application of the provisions of the article would deprive the owner of the reasonable use of his land and is not the mere grant of a privilege, and the subdivision plat as submitted meets both the minimum lot width and minimum lot area requirements for R-TH zoning. |
| The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and;                                                                                                                               | The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and the variance fosters urban renewal and provides the community access to affordable housing.                                                                                                                                                          |
| The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.                                                                                         | The proposed driveway location for Lots 4 and 5 would be directly south of an existing driveway on Scott Street. The granting of the variance would not be detrimental to the public safety, convenience or welfare of be injurious to other properties in the vicinity.                                                                                            |



STALZER ADDITION  
LOCATED IN THE SE1/4 OF THE NE1/4 OF  
SECTION 15, TOWNSHIP 29 NORTH, RANGE 22 WEST  
OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF SPRINGFIELD  
GREENE COUNTY, MISSOURI

DESCRIPTION:

A TRACT OF LAND BEING LOCATED IN SE1/4 OF THE NE1/4 OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4 OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE N 88°16'28" W, A DISTANCE OF 146.10 FEET; THENCE N 01°43'32" E, A DISTANCE OF 30.00 FEET, TO THE NEW POINT OF BEGINNING; THENCE N 88°16'28" W, ALONG THE NORTHERLY RIGHT-OF-WAY OF NICHOLS STREET, A DISTANCE OF 100.00 FEET TO AN EXISTING IRON PIN; THENCE N 01°43'32" E, LEAVING SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 375.30 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SCOTT STREET; THENCE S 88°16'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 216.10 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF KANSAS EXPRESSWAY; THENCE S 01°43'32" W, LEAVING SOUTHERLY RIGHT-OF-WAY OF SCOTT STREET AND ALONG SAID WESTERLY RIGHT-OF-WAY OF KANSAS EXPRESSWAY, A DISTANCE OF 185.30 FEET; THENCE N 88°14'24" W, LEAVING SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 116.10 FEET; THENCE S 01°43'32" W, A DISTANCE OF 190.06 FEET, TO THE NEW POINT OF BEGINNING, CONTAINING 1.35 ACRES, MORE OR LESS, ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

CERTIFICATE OF OWNERSHIP:

I GERALD F. MANEY, HEREBY CERTIFY THAT AM THE SOLE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF SPRINGFIELD, COUNTY OF GREENE, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS EASEMENTS OR DEFICIENT RIGHT OF WAY, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY.

GERALD F. MANEY

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF

ON THIS DAY OF 2021, BEFORE ME PERSONALLY APPEARED GERALD F. MANEY, A SINGLE PERSON, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE AND DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

SIGNATURE

PRINT NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES

SURVEYOR'S DECLARATION:

KNOWN ALL MEN BY THESE PRESENTS: THAT I, JACK E. HOUSEMAN, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY PERSONAL SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY CRIBB PHILBECK WEAVER GROUP, DATED 8/11/2021 AND SIGNED BY JACK E. HOUSEMAN, L.S. NO. 2005019222, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF JACK E. HOUSEMAN, L.S. NO. 2005019222, IN ACCORDANCE WITH THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF GREENE COUNTY, MISSOURI.

2005019222  
JACK E. HOUSEMAN  
MO. L.S. NUMBER  
08-11-2021  
DATE

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION

APPROVED THIS DAY OF , 20 BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

DIRECTOR OF PLANNING AND DEVELOPMENT  
DATE

I, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF STALZER ADDITION WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD, AND APPROVED BY SPECIAL ORDINANCE NO. ON THE DAY OF , 20.

CITY CLERK  
DATE

SURVEY NOTES:

- ALL LOTS ARE SUBJECT TO A 10' UTILITY EASEMENT ALONG ALL FRONT AND BACK LOT LINES AND 5' ALONG ALL SIDE LOT LINES.
- BUILDING SETBACKS WILL BE DETERMINED BY THE ZONING DISTRICT AT THE TIME OF DEVELOPMENT.
- ALL LOTS CORNERS WERE MARKED WITH 1/2" REBAR WITH P.L.S. CAP PLACED ON TOP OF PIN, UNLESS OTHERWISE NOTED ON PLAT.
- ALL OWNERSHIP INFORMATION OF ADJOINING PARCELS, AS SHOWN HEREON, WAS GAINED FROM THE GREENE COUNTY GIS MAPPING WEB SITE, FOUND AT (<http://greene-county-assessor.org/>), STATE OF MISSOURI, COUNTY OF GREENE. NO GUARANTEE IS GIVEN TO THE ACCURACY OF THIS INFORMATION.
- LOT ACCESS ALONG SCOTT STREET MUST REMAIN 100 FEET FROM KANSAS EXPRESSWAY (110 FEET INCLUDING SIGHT TRIANGLE), AN ACCESS EASEMENT BEING 20 FEET IN WIDTH SHALL BE CREATED TO ALLOW LOTS 4 AND 5 TO SHARE DRIVEWAY SPACE.
- THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.
- ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATED. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

CLASSIFICATION OF SURVEY:

"URBAN SURVEY"

RECORD SOURCE:

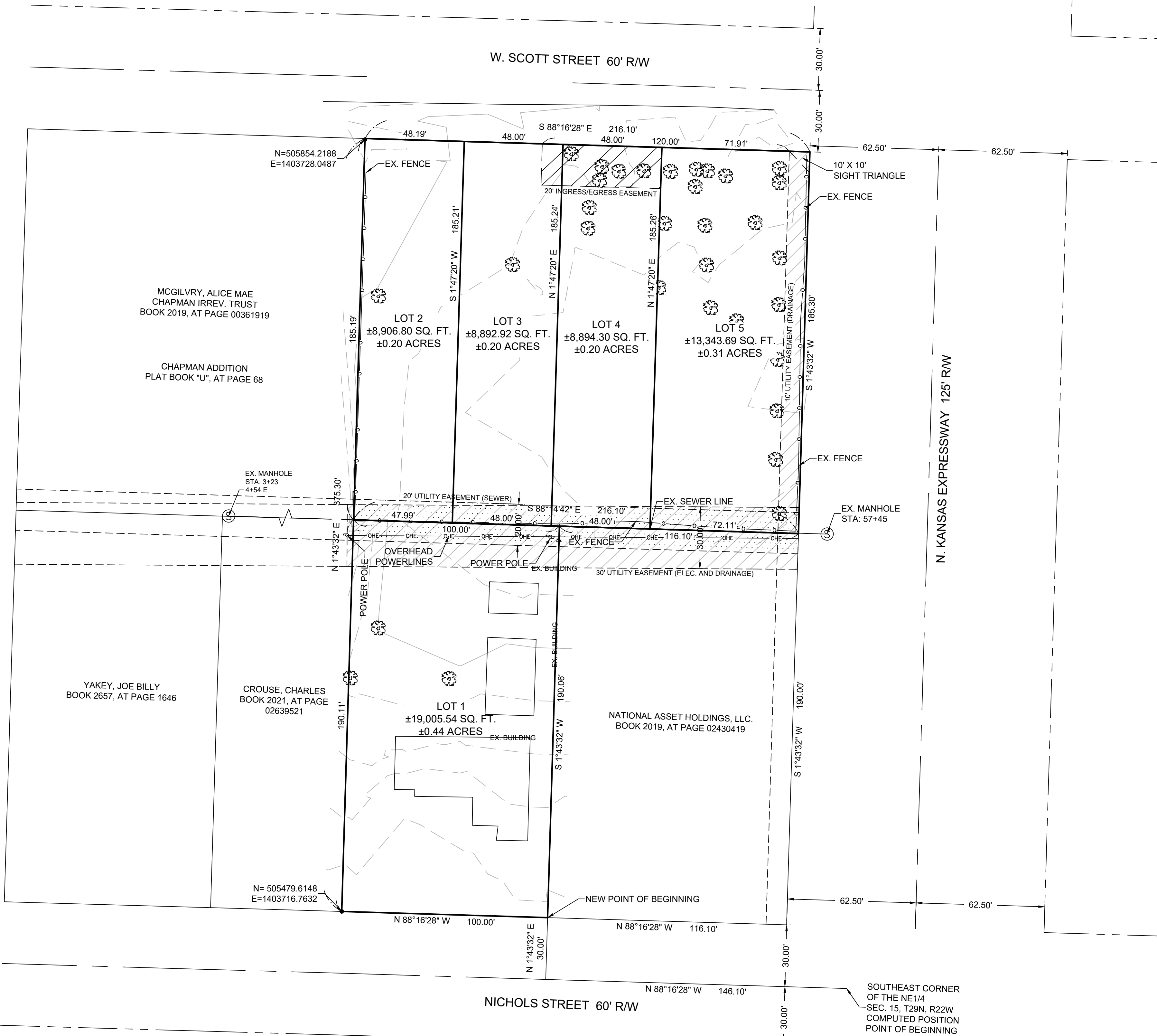
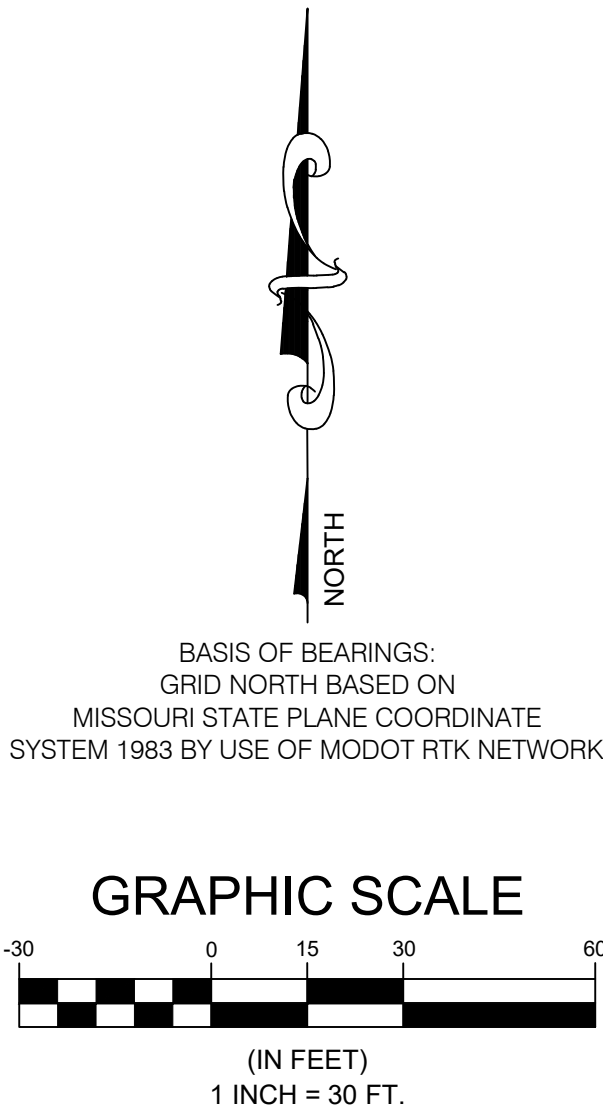
WARRANTY DEED RECORDED IN BOOK 2016, AT PAGE 04997716, GREENE COUNTY RECORDER'S OFFICE, GREENE COUNTY, MISSOURI.

OWNER/SUB-DIVIDER INFORMATION:

GERALD F. MANEY  
1615 NICHOLS ST.  
SPRINGFIELD, MO 65807

DRAINAGE COMMON AREA:

TOTAL AREA: 59,043.25 SQ.FT.  
AREA IMPERVIOUS: 20,262.73 SQ.FT.  
AREA OPEN SPACE: 38,780.52 SQ.FT.



RECORDER'S SPACE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT AT THE REQUEST OF: MICHAEL STALZER, THAT I HAVE MADE AN ACTUAL AND ACCURATE SURVEY OF THE LAND DESCRIBED HEREON AND FOUND THE CONDITIONS TO BE AS INDICATED. IN MY OPINION THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.



JACK E. HOUSEMAN P.L.S. 2005019222  
PLATS THAT DO NOT SHOW A SEAL IMPRINT IN BLUE INK MAY HAVE BEEN FRAUDULENTLY ALTERED. DISREGARD ALL INFORMATION UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ABOVE.

PREPARED FOR:

MICHAEL STALZER

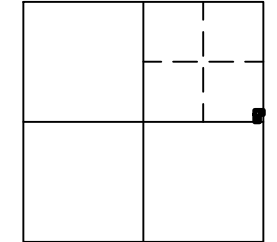
PROJECT #: STALZER  
DRAWING #: NICHOLS MINOR SUB  
DATE: 08-11-2021  
REVISION DATE:  
DRAWN BY: J.WOODSON  
CHECKED BY: J.HOUSEMAN  
SHEET: 1 OF 1  
SCALE: 1" = 30'  
MO. COA #: 2019042753

MONUMENT LEGEND:

- - SET 1/2" IRON PIN
- - EX. 1/2" IRON PIN
- - EX. STONE
- △ - EX. C.O.E. MONUMENT
- ▲ - EX. R.O.W. MONUMENT
- ▽ - EX. ALUMINUM MONUMENT

SECTIONAL MAP

SEC. 15, T29N, R22W



GREENE COUNTY, MO.



Cribb Philbeck Weaver Group, Inc.  
Firm No. 2016037628  
301 West Pacific St., Suite B  
Branson, Missouri 65616  
[p]: 417.320.6065  
[www.cpwgengineering.com](http://www.cpwgengineering.com)

RECORDER'S SPACE

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 15  
Filed: 08-31-21

Sponsored by: Romine

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

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

COUNCIL BILL 2021- 239

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

### AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of  
2 public streets and easements to the City of Springfield, as shown on  
3 the Preliminary Plat of Boing U.S. Holdco Subdivision, generally  
4 located at 2808 North Kansas Expressway, upon the applicant filing  
5 and recording a final plat that substantially conforms to the preliminary  
6 plat; and authorizing the City Clerk to sign the final plat upon  
7 compliance with all the terms of this Ordinance. (Staff recommends  
8 that City Council accept the public streets and easements.)  
9 \_\_\_\_\_

10  
11 WHEREAS, an original Preliminary Plat of Boing U.S. Holdco Subdivision dated  
12 July 27, 2021, is on file with the City's Department of Planning and Development; and  
13

14 WHEREAS, on August 12, 2021, the Planning and Zoning Commission of the  
15 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Boing U.S.  
16 Holdco Subdivision, which is generally located at 2808 North Kansas Expressway.  
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and  
22 Development, on behalf of the City of Springfield, to accept the land, easements, and  
23 improvements dedicated to the City, as shown on the Preliminary Plat of Boing U.S.  
24 Holdco Subdivision, which is generally located at 2808 North Kansas Expressway, as  
25 approved by the Planning and Zoning Commission. The original plat of Boing U.S.  
26 Holdco Subdivision is on file in the Department of Planning and Development  
27 (“Approved Preliminary Plat”), a reduced version of which is attached hereto for general  
28 reference as “Exhibit B - Attachment 3.” All of “Exhibit B,” including attachments, is  
29 incorporated herein by this reference.  
30

31 Section 2 – The Director of Planning and Development shall be authorized to  
32 accept the land, easements, and improvements dedicated to the City, as shown on said  
33 plat, upon the applicant filing and recording a final plat in accordance with this



Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

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

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Jill Burris, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2021 - 239**

FILED: 08-31-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Boing U.S. Holdco Subdivision, generally located at 2808 North Kansas Expressway, 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.)

### **BACKGROUND INFORMATION:**

- A. An original Preliminary Plat of Boing U.S. Holdco Subdivision dated July 27, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on August 12, 2021, and approved the Preliminary Plat by a vote of 9 to 0, subject to the following conditions:
  - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
  - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
  - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
  - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

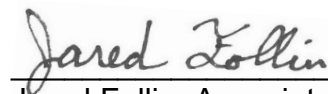
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area for Medium Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate commercial development which is consistent with the Comprehensive Plan. The Major Throughfare Plan classifies Evergreen Street as a Local Street which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



---

Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP  
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

**Exhibit A**

**RECORD OF PROCEEDINGS  
PRELIMINARY PLAT – BOING U.S. HOLDCO SUBDIVISION  
Planning and Zoning Commission – August 12, 2021**

Preliminary Plat of Boing U.S. Holdco Subdivision  
2808 North Kansas Expressway

**Applicant:** Magers Lodging, Inc.

Mr. Neal states that this is a request to approve a preliminary plat for a two-lot commercial subdivision located at 2808 N. Kansas Expressway. The applicant is proposing to subdivide 2.49 acres into a two-lot commercial subdivision. The property is zoned GR. Transportation Plan classifies Kansas Expressway as an expressway and Evergreen Street as a collector roadway. A Traffic Study is not required; however, additional right-of-way, cross access easement between Lots 1 & 2 and sidewalks will be required along Evergreen Street (or fee-in-lieu if approved by ARC). The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee-in-lieu of on-site stormwater detention will be allowed due to the proximity to the floodplain. Commission and Council recently approved a Conditional Use Permit for a new car wash facility on proposed Lot 2. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Michael White, 222 Old Town Road, Billings, MO here to represent the applicant and here to answer any questions.

Mr. Bruce Colony asked about regarding the development and water recycling.

Mr. White stated that he was not sure about water recycling.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Knuckles motioned to approve Preliminary Plat of Boing U.S. Holdco Subdivision (2808 North Kansas Expressway). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP  
Planning Manager



## Exhibit B



# Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 12, 2021

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2021



**CASE:** Preliminary Plat of Boing U.S. Holdco Subdivision

**ACRES:** 2.49

**LOCATION:** 2808 North Kansas Expressway

**EXISTING LAND USE:** Undeveloped

**APPLICANT:** Magers Lodging, Inc.

**STAFF:** Jared Follin, Associate Planner  
417-864-1612

**STAFF RECOMMENDATIONS:**  
Approve w/Conditions

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

### SUMMARY OF REQUEST:

1. The applicant is proposing a preliminary plat for a two-lot subdivision named "Boing U.S. Holdco Subdivision" to facilitate development on the property.

### FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

### SURROUNDING ZONING AND LAND USES:

|                 | NORTH       | SOUTH             | EAST                      | WEST         |
|-----------------|-------------|-------------------|---------------------------|--------------|
| <b>ZONING</b>   | GI          | GR                | R-SF                      | GR           |
| <b>LAND USE</b> | Undeveloped | Commercial/Vacant | Single-Family Residential | Retail Sales |



# Development Review Staff Report



## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



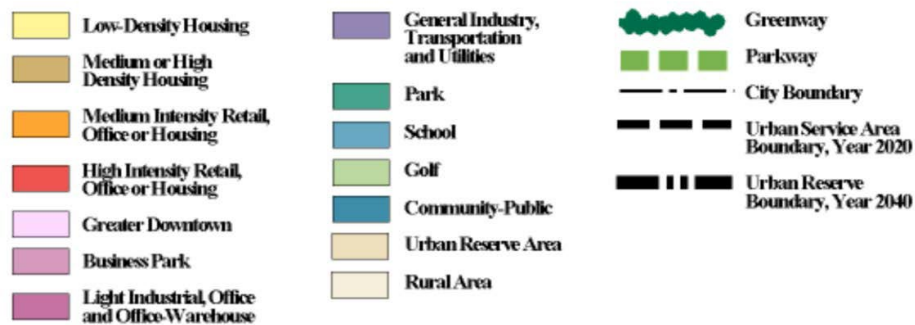
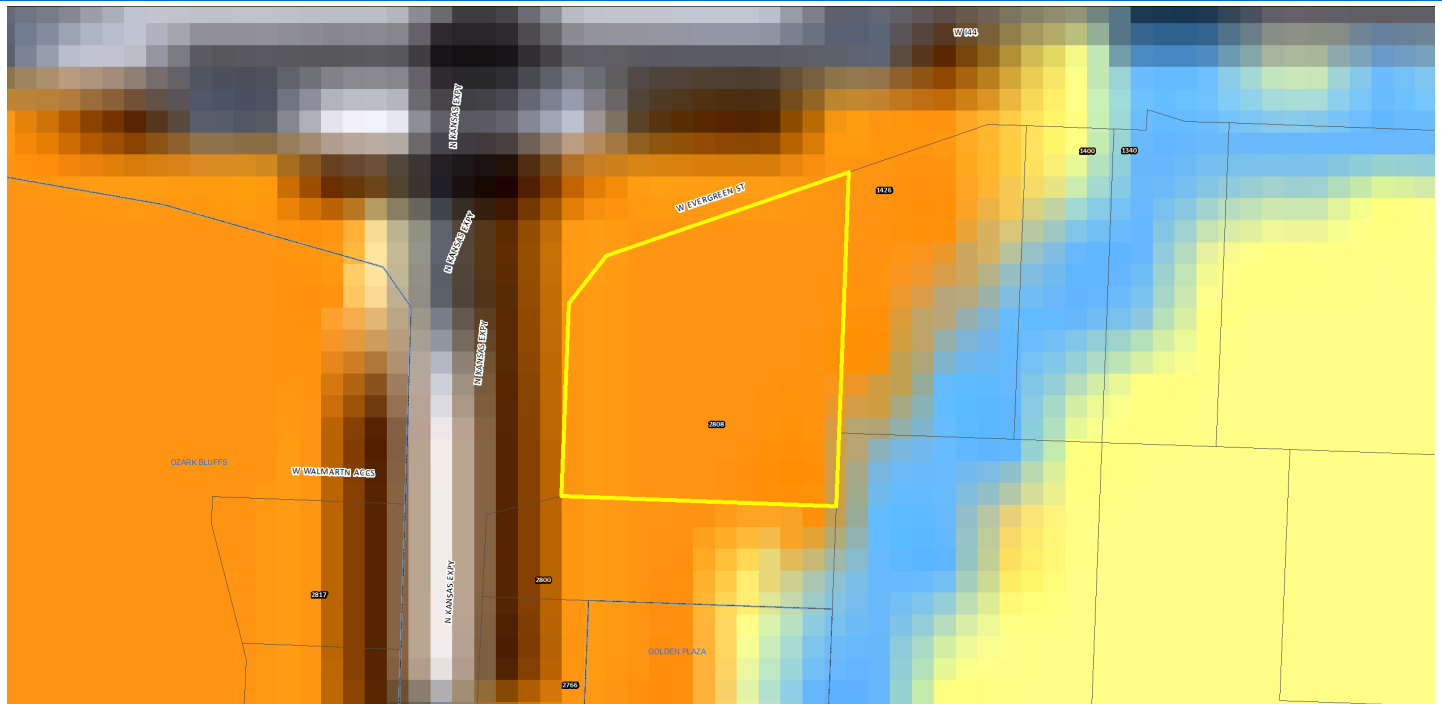
## GOOGLE MAPS STREET VIEW:



# Development Review Staff Report



## GROWTH MANAGEMENT AND LAND USE PLAN:



# Development Review Staff Report



## PROPERTY HISTORY:

The subject property was annexed into the City in 1955 and is currently un-platted.

## PLANNING AND ZONING COMMISSION AUTHORITY:

### **Sec. 36-226. - Major subdivision review procedure.**

#### **(3) Preliminary plat.**

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
  1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
  2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.



# Development Review Staff Report



## ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

| CODE ITEM                  | REQUIREMENTS FOR GENERAL RETAIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Size           | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Maximum Structure Height   | None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.                                                                                                                                                                                                                                                                                                                                                              |
| Front Yard Setback         | 15 feet along local streets<br>25 feet along Collector streets or higher                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Side and Rear Setbacks     | None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection 36-421(8)                                                                                                                                                                                                                                                                                                                                                  |
| Street Classification      | Evergreen Street – Local Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Sidewalks (Per Sec.36-471) | Sidewalk is required along the entire property frontage of Evergreen. As an alternate, fee in lieu of sidewalk construction may be considered by ARC, and if approved, \$19 per L.F. (or any future change to fee at time of payment) may be paid in lieu of sidewalk construction prior to approval of the final plat. All sidewalks required for this development must be constructed, escrowed, or fee in lieu of paid prior to approval of the final plat. Sidewalks must be shown on the plat. |
| Open Space Requirement     | Not less than 20 percent of the gross floor site area.                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate commercial development which is consistent with the *Comprehensive Plan*. The Major Thoroughfare Plan classifies Evergreen Street as a Local Street which supports the proposed land use.

## STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 2.49 acres into a two-lot subdivision named "Boing U.S. Holdco Subdivision" to facilitate development of the site.
2. All proposed lots meet the requirements of the City's Subdivision Regulations.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The preliminary plat drawing can be found in Attachment 3.

## PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.



# Development Review Staff Report



## DEPARTMENT COMMENTS:

### ATTACHMENT 1

#### CITY UTILITIES COMMENTS:

No issues with subdivision generally. Electric and Water are available to both proposed lots. Natural Gas would need to be extended from the South to provide service, if desired. Electric easement on proposed lot 2 could be partially relinquished, if needed. For final plat; 1) Add 10 ft. easement along public ROW frontage which may partially overlay existing Gas/Water easement. Add 5 ft. easements along East and South property lines and 5' on either side of the new lot line. See section 36-245. 2). Add appropriate dedication language.

#### ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Plat approvable.

#### PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. ROW - Evergreen St requires a minimum of 30 ft of ROW from the centerline. It appears approximately 5 ft of additional ROW is needed along Evergreen.
2. Driveways - A cross-access easement needs to be added to the western most driveway access point between Lots 1 and 2.
3. Sidewalk - Sidewalk is required along the entire property frontage of Evergreen. As an alternate, fee in lieu of sidewalk construction may be considered by ARC, and if approved, \$19 per L.F. (or any future change to fee at time of payment) may be paid in lieu of sidewalk construction prior to approval of the final plat. All sidewalks required for this development must be constructed, escrowed, or fee in lieu of paid prior to approval of the final plat. Sidewalks must be shown on the plat. Minimum sidewalk width is 5 ft.

#### STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Kansas Expressway as an Expressway and W. Evergreen Street as a Non-Residential Local roadway. The standard right-of-way width for N. Kansas Expressway is 65 feet from the centerline. The standard right-of-way width for W. Evergreen Street is 30 feet from the centerline. It appears no additional right-of-way is needed along N. Kansas Expressway. It appears approximately 5 ft of additional right-of-way is needed along W. Evergreen Street. No additional right-of-way sight triangle is needed at the intersection of N. Kansas Expressway and W. Evergreen Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Kansas Expressway is a state-maintained roadway. W. Evergreen Street is a city-maintained street.

#### DRIVEWAY ACCESS

There are currently two (2) driveway access points onto the property from W. Evergreen Street. The existing driveway access locations meet current City Standards. A cross-access easement needs to be added to the western most driveway access point between Lots 1 and 2.

#### SIDEWALK

There is existing sidewalk along the property frontage of N. Kansas Expressway. The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of W. Evergreen Street. Sidewalk is required along the entire property frontage of W. Evergreen Street. As an alternate, fee in lieu of sidewalk construction may be considered by ARC, and if approved, \$19 per L.F. (or any future change to fee at time of payment) may be paid in lieu of sidewalk construction prior to approval of the final plat. All sidewalks required for this development must be constructed, escrowed, or fee in lieu of paid prior to approval of the final plat. Sidewalks must be shown on the plat. Minimum sidewalk width is 5 ft.

#### IMPROVEMENTS

None required. A Traffic Impact Study is not required at this time.

# Development Review Staff Report



**TRAFFIC - TABLE 1: PLATTING DETAILS**

|          | Street Name          | Street Classification | On-Street Parking | Existing Street ROW From Centerline (ft) | Required Street ROW From Centerline (ft) |
|----------|----------------------|-----------------------|-------------------|------------------------------------------|------------------------------------------|
| Street 1 | N. Kansas Expressway | Expressway            | No                | 80                                       | 65                                       |
| Street 2 | W. Evergreen Street  | Non-Residential Local | No                | 25                                       | 30                                       |

**PUBLIC WORKS STORMWATER DIVISION COMMENTS:**

Stormwater detention in the southeast corner needs to be shown in a drainage easement. It was built as part of public improvement plans 7PW2998. This can be addressed on the final plat but if the detention is not in a drainage easement it needs to be and the book and page needs to be shown on the final plat.

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed due to proximity to the floodplain**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

# Development Review Staff Report



## CONDITIONS FOR APPROVAL:

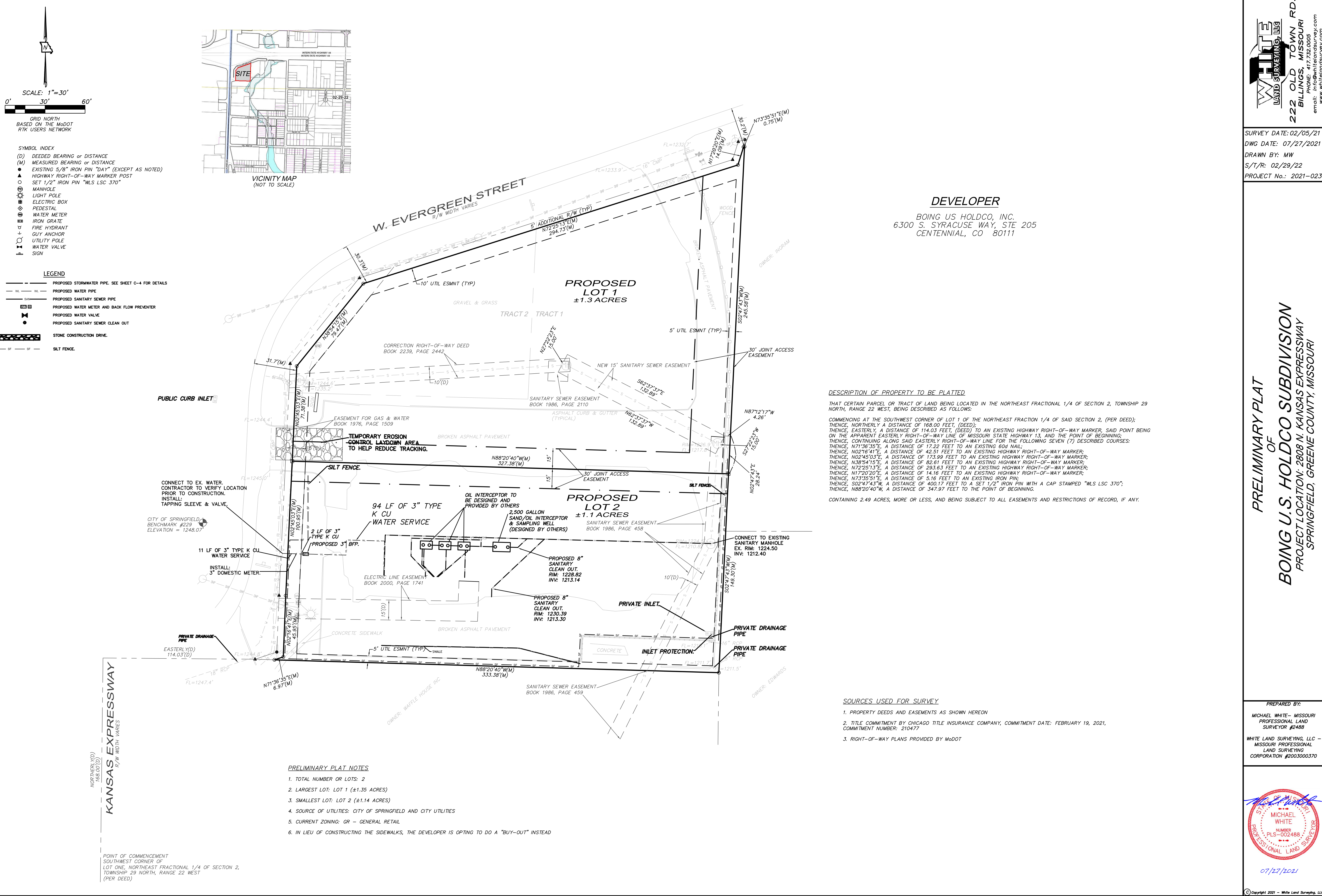
### ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.





**WHITE**  
LAND SURVEYING, LLC  
222 OLD TOWN RD.  
BILLINGS, MISSOURI  
PHONE: 417.732.0005  
email: info@whitelandsurvey.com  
www.whitelandsurvey.com

SURVEY DATE: 02/05/21  
DWG DATE: 07/27/2021  
DRAWN BY: MW  
S/T/R: 02/29/22  
PROJECT No.: 2021-023

**PRELIMINARY PLAT**  
OF  
**BOING U.S. HOLDCO SUBDIVISION**  
PROJECT LOCATION: 2808 N. KANSAS EXPRESSWAY  
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:  
MICHAEL WHITE - MISSOURI  
PROFESSIONAL LAND  
SURVEYOR #2488  
WHITE LAND SURVEYING, LLC -  
MISSOURI PROFESSIONAL  
LAND SURVEYING  
CORPORATION #2003000370



07/27/2021  
Copyright 2021 - White Land Surveying, LLC

**DEVELOPER**

BOING US HOLDCO, INC.  
6300 S. SYRACUSE WAY, STE 205  
CENTENNIAL, CO 80111

**DESCRIPTION OF PROPERTY TO BE PLATTED**

THAT CERTAIN PARCEL OR TRACT OF LAND BEING LOCATED IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE NORTHEAST FRACTION 1/4 OF SAID SECTION 2, (PER DEED); THENCE, NORTHERLY A DISTANCE OF 188.00 FEET, (DEED); THENCE, EASTERLY, A DISTANCE OF 114.03 FEET, (DEED) TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER, SAID POINT BEING ON THE APPARENT EASTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY 13, AND THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES: THENCE, N71°36'35"E, A DISTANCE OF 17.22 FEET TO AN EXISTING 60d NAIL; THENCE, N02°16'41"E, A DISTANCE OF 42.51 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE, N02°45'03"E, A DISTANCE OF 173.99 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE, N38°54'15"E, A DISTANCE OF 82.61 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE, N72°25'13"E, A DISTANCE OF 293.63 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE, N17°20'20"E, A DISTANCE OF 14.16 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE, N73°35'51"E, A DISTANCE OF 5.16 FEET TO AN EXISTING IRON PIN; THENCE, S02°47'43"W, A DISTANCE OF 400.17 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED "WLS LSC 370"; THENCE, N88°20'40"W, A DISTANCE OF 347.97 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.49 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**SOURCES USED FOR SURVEY**

1. PROPERTY DEEDS AND EASEMENTS AS SHOWN HEREON
2. TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT DATE: FEBRUARY 19, 2021, COMMITMENT NUMBER: 210477
3. RIGHT-OF-WAY PLANS PROVIDED BY MoDOT

**PRELIMINARY PLAT NOTES**

1. TOTAL NUMBER OF LOTS: 2
2. LARGEST LOT: LOT 1 (±1.35 ACRES)
3. SMALLEST LOT: LOT 2 (±1.14 ACRES)
4. SOURCE OF UTILITIES: CITY OF SPRINGFIELD AND CITY UTILITIES
5. CURRENT ZONING: GR - GENERAL RETAIL
6. IN LIEU OF CONSTRUCTING THE SIDEWALKS, THE DEVELOPER IS OPTING TO DO A "BUY-OUT" INSTEAD

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 10  
Filed 08-31-21

Sponsored by Romine

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

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

COUNCIL BILL 2021- 240

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

### AN ORDINANCE

1 APPROVING the conveyance of real property at 2433 North Cottage Avenue to  
2 Sterling Fields; and authorizing the issuance of a quit claim deed.  
3 \_\_\_\_\_  
4

5 WHEREAS, the City's claim to the real property at 2433 North Cottage Avenue is  
6 based on a sheriff's deed; and  
7

8 WHEREAS, Sterling Fields III acquired the real property at 2433 North Cottage  
9 Avenue by collector's deed; and  
10

11 WHEREAS, Mr. Fields was immediately entitled to his collector's deed because it  
12 resulted from a sale subsequent to the third sale offering of 2433 North Cottage  
13 Avenue; and  
14

15 WHEREAS, Mr. Fields's collector's deed has priority over all other liens or  
16 encumbrances on 2433 North Cottage Avenue; and  
17

18 WHEREAS, the City's sheriff's deed interferes with Mr. Fields's title.  
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 quit claiming the property at 2433 North  
24 Cottage Avenue as depicted on "Exhibit A," which is attached hereto and incorporated  
25 herein by this reference, to Sterling Fields III.  
26

27 Section 2 - City Council hereby authorizes the Mayor to execute a Quit Claim  
28 Deed, said Quit Claim Deed to be in substantially similar form as that document  
29 attached hereto and incorporated herein by reference as "Exhibit B," to convey title of  
30 the property to Sterling Fields III.  
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32 Section 3 - This Ordinance shall be in full force and effect from and after  
33 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 -240

FILED: 08-31-21

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the conveyance of real property at 2433 North Cottage Avenue to Sterling Fields III; and authorize the issuance of a quit claim deed.

BACKGROUND INFORMATION: The City's claim to the property located at 2433 North Cottage Avenue (the "Property") is based on a sheriff's sale. However, Sterling Fields III acquired the Property by collector's deed. He was immediately entitled to his collector's deed because it resulted from a sale subsequent to the third sale offering of the Property. Mr. Fields's collector's deed has priority over all other liens or encumbrances on the Property and the City's sheriff's deed interferes with Mr. Fields's title to the Property. A real-estate conveyance requires City Council's approval.

REMARKS: The above Council Bill originated with the Land Inventory Committee.

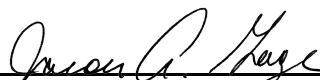
Submitted by:

  
\_\_\_\_\_  
Duke McDonald, Assistant City Attorney

Recommended by:

  
\_\_\_\_\_  
Collin Quigley, Assistant City Manager

Approved by:

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

# Exhibit A



**QUIT CLAIM DEED**

**THIS DEED**, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between, **City of Springfield, Missouri**, a municipal corporation, Grantor, and **Sterling Fields, III**, a single person, Grantee, at PO Box 14175, Springfield, MO 65814-0175.

**WITNESSETH**, that the Grantor, for valuable consideration from the Grantee, which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto the Grantee, the following described lots, tracts, or parcels of land lying, being, and situated in the County of Greene and State of Missouri to-wit:

All of Lot Seventeen (17), in Cottage Heights Subdivision, a subdivision in the City of Springfield, Greene County, Missouri. Addressed as: 2433 N. Cottage Avenue.

Parcel No. 88-13-04-401-045

**RESERVATION:** Grantor reserves unto itself all easements, rights of way, and other such holdings Grantor held before April 17, 2017, including, but not limited to, such holdings set forth in **Exhibits 1 and 2** attached hereto. On such date, Grantor acquired the above-described property by “Sheriff’s Deed” recorded in Book 2017, Page 015912-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee’s heirs, successors, and assigns forever.

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

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the Grantee and unto Grantee’s heirs and assigns forever; so that neither the Grantor nor Grantor’s heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, will hereinafter claim or demand any right or title to the

described premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, The Grantor has caused these presents to be signed as of the day and year first above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

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

Attest:

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

STATE OF MISSOURI     )  
                                      )  
COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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



## ELECTRIC LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That WALTER SCHMITT  
 and SYLVIA SCHMITT, husband and wife, of the County of Greene  
 State of Missouri, in consideration of the sum of ONE AND  
NO/100 ----- Dollars (\$ 1.00 ) in cash, and for other good and valuable considerations in hand  
 paid to us by CITY UTILITIES OF SPRINGFIELD, MISSOURI and THE CITY OF SPRINGFIELD, a municipal corporation,  
 receipt of which is hereby acknowledged, do hereby grant, bargain and convey to said CITY UTILITIES OF SPRINGFIELD,  
 MISSOURI and said CITY OF SPRINGFIELD, MISSOURI, its successors and assigns, perpetual right of way and ease-  
 ment, with the right, privilege and authority to said Municipal Corporation, its successors, assigns and lessees, to locate,  
 erect, construct, reconstruct, repair, operate, maintain, patrol and/or remove a line or lines of poles, wires and fixtures, for  
 the purpose of distributing electric or other power, in, on, through, over or across the following described lands in the County  
 of Greene, State of Missouri, to-wit:

Beginning at a point  $2\frac{1}{2}$  north of the southeast corner of  
 Lot 18 Cottage Heights Subdivision; thence west 15 feet;  
 thence south 5 feet; thence east 15 feet; thence north  
 to the point of beginning.

Together with (a) the right, privilege and authority to trim, cut or remove from said premises any trees, overhanging  
 branches or other obstructions within a radius of Ten ( 10 ) feet from said line  
 or lines of poles, wires and fixtures, as located, which may endanger the safety or interfere with the construction, operation,  
 maintenance or removal of said line or lines, (b) the right of ingress and egress to, from and over the above described premises  
 for doing anything necessary or useful for the enjoyment of the easement herein granted, and (c) all other rights, ease-  
 ments, privileges and appurtenances, in or to said lands, which may be required for the full enjoyment of the rights herein  
 granted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_  
 day of \_\_\_\_\_ 19 60.

WITNESS:

*Walter Schmitt*  
*Sylvia Schmitt*

STATE OF MISSOURI  
 County of Greene } ss.

On this 4<sup>th</sup> day of November, 19 60, before me, a Notary Public, within  
 and for the County and State aforesaid, personally appeared WALTER SCHMITT and SYLVIA SCHMITT, husband  
and wife,  
 in, and who executed the foregoing instrument, and who severally acknowledged that they had read said instrument, and that  
 they had executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

My commission expires the 6<sup>th</sup> day of January, 19 64.

Filed for record this 4 day of Nov 19 60  
2:25 P.M. T. E. "TED" VON WILLER, Recorder

*Marion Geraldine George*  
 Notary Public.

4-19-60

Walter & Sylvia Schmitt  
Lot 18, Cottage Heights Sub.  
Div.

11-4-60

SE 1/4, SE 1/4 Sec. 4  
TWP 21 N. RANG. 22 W

M.R.0551.  
C.A.

1217  
648  
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STATE OF MISSOURI,  
COUNTY OF GENTRY

IN THE RECORDER'S OFFICE

I, J. T. MILLER, Recorder of said County, do hereby certify  
that the foregoing is a true and correct copy of the  
original as the same appears in my office.  
WITNESS my hand and the seal of said County, this  
4th day of November, A. D. 1960.  
J. T. MILLER  
Recorder

10500

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE DOLLAR (\$1.00) in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

WALTER SCHMITT and SYLVIA SCHMITT, husband and wife,

do. \_\_\_\_\_ hereby grant, bargain and convey to the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation, and the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, their successors and assigns, a perpetual right-of-way and easement, with the right, privilege and authority to said municipal corporation, its successors, assigns and lessees, to locate, erect, construct, reconstruct, repair, operate, maintain, patrol and/or remove a line or lines of poles, wires and fixtures, for the purpose of distributing electric or other power, and a perpetual right-of-way and easement with the right, privilege and authority to lay, locate, maintain, repair, reconstruct, relocate and/or remove a pipeline or lines for the purpose of distributing gas and/or water in, on, through, over or across the following described land in the County of Greene, State of Missouri, to-wit:

The east 5 feet of Lots 15, 16, 17, 18, 19, 20, 21 and 22; and the north 5 feet of Lots 7, 8 and 22; and the west 5 feet of Lots 8, 9, 10, 11, 12, 13, and 14; and the north 5 feet of Lots 2 and 13; and the south 5 feet of Lots 3 and 12; and the south 5 feet of Lots 1, 14 and 15; all in Cottage Heights Subdivision,

together with the right, privilege and authority to trim, cut or remove from said premises any trees, overhanging branches, or other obstructions in a radius of ten (10) feet from said said lines or poles; also with the right of ingress and egress to, from and over the above described real estate for doing anything necessary or useful for the enjoyment of the easement herein granted, and together with all other rights, privileges and appurtenances which may be required for full enjoyment of the rights herein granted.

The Grantors S., their tenants, heirs, successors, or assigns shall have the right to fully use and enjoy the said premises, except for the rights and privileges hereinbefore granted to the Grantees; provided, however, that no buildings as permanent structures shall be erected upon said right-of-way; that the use of said premises shall at all times be subject to such acts and uses by Grantees as may be necessary for the purposes herein set forth, and further Grantees shall lay and maintain all pipeline or lines and install poles, wires and fixtures on the above described real estate in such manner as not to create a nuisance.

IN WITNESS WHEREOF, said Grantor S have hereunto set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, 19 60.

Walter Schmitt (SEAL)  
Sylvia Schmitt

\_\_\_\_\_  
(SEAL)

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS

On this 4<sup>th</sup> day of Nov, 1960, before me, a Notary Public within and for the county and state aforesaid, personally appeared WALTER SCHMITT and SYLVIA SCHMITT, husband and wife,  
to me known to be the person<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they  
had read said instrument and executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

My commission expires May 6, 1964

Marion Geraldine George  
Notary Public

Filed for record this 4 day of Nov 1960

2:30 P.M. T. E. "TED" VON WILLER, Recorder

M. P. O. 551

11-4-60

SE 1/4, SE 1/4 Sec. 4  
TWP. 29 N, R10G. 22 W

WILLER, Recorder of said County, do hereby certify.

1817 60 2 30 4 7

$$\begin{array}{r} 647 \\ 1217 \end{array}$$

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10 of 10