Agenda
City Council
Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Andrew Lear, General C
Matthew Simpson, Zone 4	Richard Ollis, General D

Upcoming Council Meeting Agenda
June 13, 2022 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, MAY 31, 2022, CITY COUNCIL MEETING**

2. **APPROVAL OF MINUTES: MAY 31, 2022, CITY COUNCIL MEETING.**

Documents:

05-31-22.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**

4. **CEREMONIAL MATTERS.**

5. **Council Bill 2022-144 (City Council)**

A resolution recognizing and honoring the life of former Councilman Denny Whayne for his exemplary service as a member of the Springfield City Council and his strong advocacy for justice and equal rights in Springfield and beyond over his 77 years.

Documents:

2022-144.PDF

6. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**

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

8. **Council Bill 2022-124 (McGull)**

A special ordinance approving a Petition to Establish the Cottle's Range Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee's Springfield, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

Documents:

2022-124.PDF

9. **Council Bill 2022-125 (Horton)**

A special ordinance granting Conditional Use Permit No. 462 for the purpose of permitting an automobile service garage to operate as a conditional use within the GR, General Retail District, generally located at 2808 North Kansas Expressway. (Staff and Planning and Zoning Commission recommend approval.) (By: Take 5 Properties SPV, LLC; 2808 North Kansas Expressway; Conditional Use Permit 462.)

Documents:

2022-125.PDF

10. **Council Bill 2022-126 (Schilling)**

A special ordinance granting Conditional Use Permit No. 463 for the purpose of permitting a self-service storage facility to operate as a conditional use within the GR, General Retail District, with Conditional Overlay District No. 78, generally located at 543 West Old Weaver Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Burning Tree Consulting, LLC; 543 W. Old Weaver Road; Conditional Use Permit 463.)

Documents:

2022-126.PDF

11. **Council Bill 2022-127 (McGull)**

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 9.5 acres of private property, generally located at 1610 and 1620 North Le Compte Road, and referenced as Annexation A-1-2022, into the City of Springfield. (By: Larry B. Clark Trust; 1610 & 1620 N. Le Compte Road; Annexation A-1-2022.)

Documents:

2022-127.PDF

12. **Council Bill 2022-128 (McGull)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.5 acres of property generally located at 1610 and 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, with Conditional Overlay District No. 210; establishing Conditional Overlay District No. 210; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Larry B. Clark Trust; 1610 & 1620 N. Le Compte Rd.; Z-6-2022 w/ COD #210.)

Documents:

2022-128.PDF

13. **Council Bill 2022-129 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to GR, General Retail District, with Conditional Overlay District No. 211; establishing Conditional Overlay District No. 211; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: RW Developments LLC et al; 820 West El Camino Alto Drive; Z-7-2022 w/COD #211.)

Documents:

2022-129.PDF

14. **Council Bill 2022-130 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-Family Residential District, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Williams Natural Gas Company; 567 West Old Weaver Road; Z-8-2022.)

Documents:

2022-130.PDF

15. **Council Bill 2022-131 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2 acres of property generally located at 2200 West Battlefield Road from R-MHC, Manufactured Home Community District, to IC, Industrial Commercial District, with Conditional Overlay District No. 213; establishing Conditional Overlay District No. 213; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Milestone Homes, LLC; 2200 W. Battlefield Rd.; Z-9-2022 w/COD #213.)

Documents:

2022-131.PDF

16. **Council Bill 2022-132 (Hardinger)**

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023;

and agencies, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, and declaring an emergency.

Documents:

2022-132.PDF

17. **Amended Council Bill 2022-133 (Lear) (Public Hearing Continued On Amendment Only)**

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Documents:

AMENDED 2022-133.PDF

18. **Council Bill 2022-134 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to execute the Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation to facilitate acceptance of the City's share of settlement proceeds from the national opioids litigation.

Documents:

2022-134.PDF

19. **Council Bill 2022-135 (Horton)**

A special ordinance creating an exception to the Comprehensive Housing Assistance Program boundary for the Maplewood Villas development, generally located at 550 North Duke Avenue; and authorizing the Department of Planning and Development to approve a $300,000 loan for the Maplewood Villas development with a reduced interest rate from the rate established in the Comprehensive Housing Assistance Program Rules. (Staff and Loan Committee recommend approval.)

Documents:

2022-135.PDF

20. **Council Bill 2022-136 (Lear)**

A special ordinance amending the Park Board's Fiscal Year 2021-2022 operating

A special ordinance amending the Park Board's Fiscal Year 2021-2022 operating budget by increasing both revenue and expenses in the amount of $2,612,892.13 to allocate $1,800,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, $662,892.13 in reimbursements from insurance claims, and $150,000.00 of revenue and associated expense items within the Golf Fund, respectively.

Documents:

2022-136.PDF

21. **Council Bill 2022-137 (Simpson)**

A special ordinance approving the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

2022-137.PDF

22. **Council Bill 2022-138 (Hardinger)**

A special ordinance approving the Third Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

2022-138.PDF

23. **Council Bill 2022-139 (Lear)**

A special ordinance approving a Collective Bargaining Agreement to be effective July 1, 2022, and by and between the City and International Brotherhood of Electrical Workers AFL-CIO Local Union Number 753 ("IBEW"), the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

2022-139.PDF

24. **Council Bill 2022-140 (Simpson)**

A special ordinance approving the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW "), the Exclusive Representative of a certain Bargaining Unit of limited employees within the Professional, Administrative, and Technical Employee Group, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

2022-140.PDF

25. **Council Bill 2022-141 (Ollis)**

A general ordinance amending the Springfield City Code, Section 2 -92, known as the "Salary Ordinance," by making provision for eight new titles within the Professional, Administrative and Technical Non-Union and Unclassified Schedules and deletion of three job titles from the Professional, Administrative and Technical Non-Union Schedule; by making provision for one new job title within the Crafts, Trades, and Labor Union Schedule and deletion of one job title from the same schedule; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; by providing for increases to shift differential pay; by providing the City Manager the administrative authority to establish rules regarding shift pay differential; by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to; and amending the Occupational Series Market Adjustment Program.

Documents:

2022-141.PDF

26. **Council Bill 2022-142 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of using grant funds to partially reimburse the annual base salaries of up to six City employees who operate and manage the Transportation Management Center.

manage the Transportation Management Center.

Documents:

2022-142.PDF

27. **Council Bill 2022-143 (Ollis, Hosmer, McGull, Lear)**

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' by enacting Article VIII, 'Micromobility Device Rental Program' and amending Article VII, 'Encroachments on City Property,' to allow for approval of certain encroachments for use by micromobility devices; amending Chapter 106, 'Traffic and Vehicles,' Article I, 'In General,' to allow and regulate the use of micromobility devices on public streets and rights-of-way; amending Chapter 106, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 10, 'Springfield Parking System Parking Regulations,' to regulate the operation and use of micromobility devices in the City's parking system; and amending Chapter 106, 'Traffic and Vehicles,' Article VIII, 'Bicycles and Motorized Bicycles,' to regulate the use of micromobility devices.

Documents:

2022-143.PDF

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

29. **Council Bill 2022-145 (Hardinger)**

A resolution authorizing the City Manager, or his designee, to apply for State American Rescue Plan Act Water Infrastructure Community Grant Programs grant funds, in the Stormwater and Wastewater grant categories, up to $5,000,000 per project, from the Missouri Department of Natural Resources, for the purpose of partially funding stormwater and wastewater infrastructure projects.

Documents:

2022-145.PDF

30. **EMERGENCY BILLS.**

31. **PUBLIC IMPROVEMENTS.**

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

33. **Council Bill 2022-146 (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to accept an Epidemiology and Laboratory Capacity Community Health Worker Initiative grant from

the Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of $365,420 for use by the Springfield-Greene County Health Department, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2021-2022 budget in the amount of $365,420 for the purpose of appropriating the additional grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

2022-146.PDF

34. **AMENDED BILLS.**

35. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

37. **Council Bill 2022-147 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., for the purpose of promoting the attraction of sporting events to the community.

Documents:

2022-147.PDF

38. **Council Bill 2022-148 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

Documents:

2022-148.PDF

39. **Council Bill 2022-149 (Hosmer)**

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules for multiple purposes, including but not limited to the following: amendments to further the City's diversity and inclusivity goals, to clarify certain provisions within the Merit Rules and assure internal consistency as well as consistency with the City's Code and Charter, to update the City's policy regarding hiring of relatives of employees, to correct a previous scrivener's error, and to amend the Merit Rules on vacation and sick leave.

the Merit Rules on vacation and sick leave.

Documents:

2022-149.PDF

40. **Council Bill 2022-150 (Ollis)**

A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

2022-150.PDF

41. **Council Bill 2022-151 (Lear)**

A special ordinance approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2022-2023; accepting the bid of Ewing Signal Construction, LLC, in the amount of $209,988.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Documents:

2022-151.PDF

42. **Council Bill 2022-152 (Hosmer)**

A special ordinance adopting the HOME-American Rescue Plan Allocation Plan to utilize the HOME-American Rescue Plan grant of $3,805,703; amending the Fiscal Year 2021 Annual Action Plan to incorporate the HOME-American Rescue Plan Allocation Plan; and authorizing the City Manager, or his designee, to enter into any necessary agreements and exercise any necessary power to select and implement projects for funding pursuant to the HOME-American Rescue Plan Allocation Plan after the United States Department of Housing and Urban Development approves the plan.

Documents:

2022-152.PDF

43. **Council Bill 2022-153 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of promoting the visual and performing arts in Springfield, Missouri.

Documents:

2022-153.PDF

44. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

45. **NEW BUSINESS.**

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

46. **UNFINISHED BUSINESS.**

47. **MISCELLANEOUS.**

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

49. **Council Bill 2022-154 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to accept a James River Basin Partnership 319 Grant in the amount of $35,000, from the Environmental Protection Agency through the Missouri Department of Natural Resources, to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of $35,000.

Documents:

2022-154.PDF

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

51. **Council Bill 2022-155 (Hardinger)**

A resolution confirming the appointments of Cara Walker, Jonathan Barratt, and John Hamra to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

2022-155.PDF

52. **Council Bill 2022-156 (Lear)**

A resolution confirming the appointments of Brenda Guffey, Bryan Pendleton, and Lee Ann Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval).

Documents:

2022-156.PDF

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

54. **END OF CONSENT AGENDA.**

55. **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 three days prior to the scheduled meeting.

May 31, 2022
Springfield, Missouri

The City Council met in regular session May 31, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. Mayor McClure noted Pitts Chapel was defaced with a racial slur and thanked church leadership and the NAACP for highlighting the incident and thanked the Springfield Police Department and Park Rangers for quickly removing the slur. Mayor McClure acknowledged Springfield stands as one community with the residents of Uvalde, Texas, and called for continued remembrance of the nation of Ukraine.

Roll Call

Present: Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis*, Andrew Lear, Heather Hardinger, Monica Horton, Abe McGull, and Ken McClure. Absent: None. *Attended via Zoom.

Minutes

The minutes of the May 16, 2022, City Council Meeting and the May 24, 2022, Special City Council Meeting were considered. Mayor Pro Tem Simpson moved to approve the minutes as presented. The motion was seconded by Councilwoman Horton and approved by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Consent Agenda

The consent agenda was approved as presented by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following items appeared on the agenda under Ceremonial Matters.

Anita Cotter, City Clerk, swore in Juan Meraz to the Airport Board. Mayor McClure thanked Mr. Meraz for his willingness to serve.

City Manager Report

Jason Gage, City Manager, noted Mayor McClure will present the annual State of the City Address at 7:30 a.m. on Thursday, June 2, at Evangel University's Robert H. Spence Chapel, as part of the Springfield Area Chamber of Commerce's Good Morning, Springfield! program. The event can be viewed at cityview.springfieldmo.gov, and the full transcript will be provided online.

Mr. Gage noted City of Springfield staff and Forward SGF Comprehensive Plan consultants Houseal Lavigne Associates will present an update to City Council June 3rd from noon-4 p.m., at Ozark Technical Community College's Lincoln Hall meeting room. The presentation will include an overview and chapter review of the draft plan. The presentation is open to the public, and a recording of the workshop will be available following the presentation at cityview.springfieldmo.gov and ForwardSGF.com.

Mr. Gage noted the Springfield-Greene County Park Board, in partnership with the Missouri Department of Conservation, will host the 41st Annual Kids Fishing Fun Day on Saturday, June 4, at Rutledge-Wilson Farm Park, 3825 W. Farm Road 146, in Springfield.

This free event is designed to teach kids how to fish and encourage them to put their new skills to work throughout the summer.

Councilman Hosmer asked if the Springfield Police Department has coordinated with the Springfield Public Schools to be prepared for an active shooter situation, noting there have been 250 mass shootings in the country this year, and many of the shooters were under the age of 21. Councilman Hosmer expressed his belief the City should be more proactive. Mr. Gage responded the City is available to be a resource for Springfield Public Schools when needed. He noted time can be scheduled with City staff at any time to discuss the issue.

Councilman McGull noted the Department of Health and Human Services established a new Environmental Justice Office. Mr. McGull asked Mr. Gage to determine what impact this may have on the Public Works Department. Mr. Gage responded he will review the issue.

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

Clean Water Fund: East Chestnut Phase 1 Sewer Replacement

Sponsor: Hardinger. Council Bill 2022-119

A special ordinance amending the budget for Fiscal Year 2021-2022 for the Department of Environmental Services in the amount of One Million Four Hundred Thousand Dollars ($1,400,000) to appropriate retained earnings from the Clean Water Fund for the construction of the East Chestnut Phase 1 Sewer Replacement capital improvement project.

Council Bill 2022-119. Special Ordinance 27696 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Resolutions.

Youth Homeless Demonstration Program Grant

Sponsor: Lear. Council Bill 2022-121

A resolution authorizing the City Manager, or his designee, to apply for a Youth Homeless Demonstration Program Grant from the Department of Housing and Urban Development, in a minimum amount of $1,000,000, for the purpose of developing and implementing a coordinated community plan to end youth homelessness.

Bob Atchley, Senior City Planner, provided a brief overview of the proposed. Mr. Atchley noted the proposed would allow the City to apply for a Youth Homeless Demonstration Program Grant in collaboration with the Community Partnership of the Ozarks (CPO) on behalf of the Ozarks Alliance to End Homelessness (OAEH). Mr. Atchley further noted the grant is an annual program. If awarded, the grant would be used to implement a plan to end youth homelessness. National youth homelessness experts would be assigned to assist in the development of the plan. He added the City has not received this funding to date, but he is optimistic based on recent scoring. Mr. Atchley thanked Adam Bodendieck and the Youth Homeless Task Force for their work on the application.

Councilwoman Horton asked the target age group for the grant and if the plan will include collaboration with Springfield Public Schools. Mr. Atchley responded youth, as defined for HUD purposes, is age 13 to 24, and the plan would include working with the school system to assist youth at risk of homelessness or literally homeless.

An opportunity was given for citizens to express their views.

Adam Bodendieck, a representative for the Ozarks Alliance to End Homelessness, spoke in support of the proposed. Mr. Bodendieck noted the Homeless Youth Task Force offers employment, housing, emergency shelter, education, and other supportive services. He added the Annual Point in Time Count showed over 500 youth are homeless at any given time in Springfield and expressed his belief the number, when including youth that are also unstably housed, is significantly higher. Mr. Bodendieck noted the grant, if awarded, will provide for assistance in developing a community plan to end youth homelessness and an influx of renewable federal funding to implement the plan.

Councilman Schilling asked where the City ranks compared to other cities with youth homelessness. Mr. Bodendieck responded this varies widely, and the focus is on the need in the City.

Councilman Lear asked what the timeline would be for the plan. Mr. Bodendieck responded there is a year of planning.

Mayor Pro Tem Simpson asked if multiple examples can be used in addition to the Point In Time count to show need in the community. Mr. Bodendieck answered affirmatively.

Dan Henderson spoke in support of the proposed. Mr. Henderson expressed his belief we need to make sure housing is safe and possibly use vacant buildings to provide housing for youth. He also expressed his belief it would be beneficial to have youth work for housing to teach responsibility.

With no further appearances, the public hearing was declared closed.

Council Bill 2022-121. Resolution 10634 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following items appeared on the agenda under Grants.

Disaster Grants – Public Assistance Missouri COVID-19 Pandemic Program grant funds

Sponsor: Ollis. Council Bill 2022-122

A special ordinance authorizing the City Manager or his designee to apply for and accept grant funds, on behalf of the Springfield-Greene County Health Department, 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 in the amount of $1,400,000, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2021-2022 budget in the amount of $1,400,000 for the purpose of appropriating the additional grant funds, and declaring that this bill qualifies for approval in one reading.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the endemic phase of COVID-19 has been entered, and there is an increase in the number of current cases. She noted the proposed will allow the department to apply for grant funds through the Homeland Security Federal Emergency Management Agency. She added the funds will cover testing, education, vaccinations, contact tracing, and the call center.

Mayor Pro Tem Simpson thanked Ms. Towns for the work of her department on the most recent Roots and Branches event which highlights priority health issues.

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

Council Bill 2022-122. Special Ordinance 27698 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Regional Coronavirus Vaccine Efforts grant funding

Sponsor: Hardinger. Council Bill 2022-123

A special ordinance authorizing the City Manager, or his designee, to accept additional Regional Coronavirus Vaccine Efforts grant funding from the Missouri Department of Health and Senior Services in the amount of $128,479.88 for use by the Springfield-Greene County Health Department and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2021-2022 budget in the amount of $128,479.88 for the purpose of appropriating the additional grant funds; and declaring that this bill qualifies for approval in one reading.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the grant will allow the department to work with local agencies to help with distribution of the COVID-19 vaccine as well as provide education and support.

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

Council Bill 2022-123. Special Ordinance 27699 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS.

The following items appeared on the agenda under Public Hearing.

Cottle's Range Community Improvement District; Buc-ee's

Sponsor: McGull. Council Bill 2022-124

A special ordinance approving a Petition to Establish the Cottle's Range Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee's Springfield, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would provide a total of $9.2 million in public improvements and facilitate a Buc-ee's travel center. She further noted the district would have power to impose a sales and use tax within the district and use the tax revenues to reimburse the developer up to $5.1 million in reimbursable CID projects within the district boundaries. Ms. Ohlensehlen noted the potential benefits of the project.

Councilman Hosmer asked what the interest rate the developer will receive for interest on their investment. Mr. Gage responded the item will be followed up on.

An opportunity was given for citizens to express their views.

Dane Seiler spoke in support of the proposed. Mr. Seiler expressed his belief the proposed will encourage economic growth and be a beneficial economic draw.

With no further appearances, the public hearing was declared closed.

CUP 462: 2808 North Kansas Expressway

Sponsor: Horton. Council Bill 2022-125

A special ordinance granting Conditional Use Permit No. 462 for the purpose of permitting an automobile service garage to operate as a conditional use within the GR, General Retail District, generally located at 2808 North Kansas Expressway. (Staff and Planning and Zoning Commission recommend approval (By: Take 5 Properties SPV, LLC; 2808 North Kansas Expressway; Conditional Use Permit 462.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed is for a request to operate an auto service garage in a general retail district.

Mayor Pro Tem Simpson asked if there are any indications there will be traffic concerns in the area. Ms. Istenes responded there was nothing in the staffing report to indicate a traffic issue.

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

CUP 463: 543 West Old Weaver Road

Sponsor: Schilling. Council Bill 2022-126

A special ordinance granting Conditional Use Permit No. 463 for the purpose of permitting a self-service storage facility to operate as a conditional use within the GR, General Retail District, with Conditional Overlay District No. 78, generally located at 543 West Old Weaver Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Burning Tree Consulting, LLC; 543 W. Old Weaver Road; Conditional Use Permit 463.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed would allow a self-service storage facility to operate on 3.68 acres in a general retail district with COD No. 78.

An opportunity was given for citizens to express their views.

Ricky Haase, a representative for the developer, spoke in support of the proposed. Mr. Haase noted the development would be a three-story storage facility. He added there were no attendees or comments for the neighborhood meeting.

With no further appearances, the public hearing was declared closed.

Council Bills 2022-127 and 2022-128 were read together.

Amending Springfield City Code: 1610 and 1620 North Le Compte Road

Sponsor: McGull. Council Bill 2022-127

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 9.5 acres of private property, generally located at 1610 and 1620 North Le Compte Road, and referenced as Annexation A-1-2022, into the City of Springfield. (By: Larry B. Clark Trust; 1610 & 1620 N. Le Compte Road; Annexation A-1-2022.)

Amending Springfield Land Development Code: 1610 and 1620 North Le Compte Road

Sponsor: McGull. Council Bill 2022-128

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.5 acres of property generally located at 1610 and 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, with Conditional Overlay District No. 210; establishing Conditional Overlay District No. 210; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Larry B. Clark Trust; 1610 & 1620 N. Le Compte Rd.; Z-6-2022 w/ COD #210.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the owners of the property are requesting annexation into the City of Springfield and rezoning from County A-1 to Industrial Commercial COD 210, with intent to allow for industrial and retail development.

Councilman Lear asked what types of businesses are allowed for Industrial Commercial zoning. Ms. Istenes responded ambulance services, manufacture processing, cleaning,

servicing, testing, repair, or storage of materials or goods, business or sales offices, existing residential dwellings, auction sales, flea markets, service garages or stations, catering businesses, and other light industrial type businesses.

Councilman McGull asked if the portion of the road at this address will receive improvements which benefit traffic flow. Mr. Gage will follow up on the exact portion of Le Compte Road that is slated for improvement.

An opportunity was given for citizens to express their views.

Ricky Haase, a representative for the developer, spoke in support of the proposed. Mr. Haase noted the entire parcel will be Industrial Commercial with the north 300 feet being fully Industrial Commercial and the south portion having a conditional overlay to be used for general retail. This design is to create a buffer between the existing residential and the industrial portion. He further noted Division Street is the major arterial, and LeCompte Road is secondary. The developer will dedicate the right-of-way to allow for road improvements.

With no further appearances, the public hearing was declared closed.

Amending Springfield Land Development Code: 820 West El Camino Alto Drive

Sponsor: Schilling. Council Bill 2022-129

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to GR, General Retail District, with Conditional Overlay District No. 211; establishing Conditional Overlay District No. 211; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: RW Developments LLC et al; 820 West El Camino Alto Drive; Z-7-2022 w/COD #211.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request is to rezone property at 820 West Camino Alto Drive from Office to General Retail. The land is currently vacant. Staff noted the property is suited for general retail use.

Councilman Schilling asked what type of businesses are planned for the area. Ms. Istenes noted there was nothing in the report stating the specific businesses planned.

An opportunity was given for citizens to express their views.

Ricky Haase, a representative for the developer, spoke in support of the proposed. Mr. Haase noted the property would be general retail with conditional overlay. Mr. Haase further noted the east half of the property is stream buffer and cannot be developed. The west half will be developed as smaller retail use. He added stormwater requirements have been addressed, and the traffic study will be reviewed.

With no further appearances, the public hearing was declared closed.

Amending Springfield Land Development Code: 567 West Old Weaver Road

Sponsor: Schilling. Council Bill 2022-130

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-Family Residential District, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Williams Natural Gas Company; 567 West Old Weaver Road; Z-8-2022.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the property would be rezoned to general retail and will match the zoning pattern within the area.

An opportunity was given for citizens to express their views.

Ricky Haase, a representative for the applicant, spoke in support of the proposed. He noted the request to rezone is due to the bulk plane requirement from the residential zone onto the proposed property. He further noted there will be no development on this property.

Councilman Lear asked if self-storage facilities collect sales tax. Mr. Gage responded staff will follow up on the question.

With no further appearances, the public hearing was declared closed.

Amending Springfield Land Development Code: 2200 West Battlefield Road

Sponsor: Schilling. Council Bill 2022-131

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2 acres of property generally located at 2200 West Battlefield Road from R-MHC, Manufactured Home Community District, to IC, Industrial Commercial District, with Conditional Overlay District No. 213; establishing Conditional Overlay District No. 213; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Milestone Homes, LLC; 2200 W. Battlefield Rd.; Z-9-2022 w/COD #213.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request is to rezone the property to allow for new retail development.

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

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

Preliminary Tax Levy

Sponsor: Hardinger. Council Bill 2022-132

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and

agencies, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would have an approximate 3% increase from the previous year. He further noted this is collected from the four property tax functions: the Art Museum, Public Parks, Public Health, and the Level Property Tax. He added the proposed is set as an emergency to allow changes to be made to the ordinance after the first reading and prior to final approval by City Council.

Councilman Hosmer asked if the City receives a portion of property tax for personal and real estate. Mr. Holtmann answered affirmatively. Mr. Holtmann noted approximately 20% of property taxes come from personal property.

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

Adopting a budget for the City of Springfield: Fiscal Year July 1, 2022, to June 30, 2023

Sponsor: Lear. Council Bill 2022-133

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the annual operating budget was first given to City Council on April 30 for review and discussion. He discussed the timeline utilized to prepare the budget and meetings that were held to discuss the budget. He noted the City Charter regulates rules pertaining to the budget, noting the budget must be balanced each year. Mr. Holtmann further noted the FY2023 Operating Budgeted Resources is $444,934,471. He added the City has a light debt load and maintained Aa1 bond rating; the General Fund remains within the established reserve goal of 20%, and the allocation of the American Rescue Plan Act funding will be brought to City Council separately from the budget process.

Councilman Hosmer asked what happens to funds that are allocated to hire Police Officers but not used. Mr. Holtmann responded the funds roll into unexpended "carry over" funds. He added Police and Fire one-time payouts and retiree payouts are not budgeted for but come from the unexpended funds.

Councilman Hosmer moved Council Bill 2022-133 be amended to replace three sworn Police Officer positions with two Traffic Safety Officers (TSO) and one Investigative Services Specialist position and to make any salary savings from the change available to purchase the vehicles and supplies necessary for the new positions. Councilman Schilling seconded the motion.

Councilman McGull expressed his belief the motion has merit. Councilman McGull asked if the Traffic Safety Officer positions are commissioned and can the positions be advertised.

Mr. Gage noted the positions are not commissioned and could be advertised per the normal process.

Mayor Pro Tem Simpson asked if the motion could potentially reduce the size of the Police Academy Classes and if the motion was a staff recommendation. Mr. Gage responded this could potentially happen and the motion did not come from a staff recommendation.

Councilman Hosmer noted the Police Department had previously made a request for the three positions. Mr. Gage responded there was initially a request for the two Traffic Safety Officer positions and Investigative Services Specialist position. He added the request was initially for these positions to be in addition to, not in replacement of, existing positions and the initial Police Department request was not made in the same context as the motion.

Councilman Ollis asked in the Police Chief is in support of the elimination of three sworn officer positions and expressed his belief staffing recommendations come from the department heads and not City Council.

Councilman Lear expressed his understanding that there is a need for the proposed positions and there is revenue available. He asked the fiscal note for the three positions. Mr. Holtmann noted approximately $45,000 each for Traffic Safety Officers and approximately $47,000 for the Investigative Services Specialist. Councilman Lear asked if an amendment can be proposed at any time during the year based on need of the department. Mr. Gage answered affirmatively.

Councilwoman Hardinger asked if the requested positions are new and is it clear that three positions will be sufficient. Mr. Gage responded the positions are current positions and the added positions would have value although it is difficult to determine the value of the replacement positions versus sworn officer positions.

Mayor McClure asked if a Traffic Safety Officer may ticket a vehicle with expired tags. Mr. Gage answered affirmatively if the vehicle is parked in public.

Councilman Schilling expressed his opinion that traffic is a public menace.

Mayor McClure clarified this is a zero sum amendment.

Following the discussion and a summary by Councilman Hosmer, the motion passed with the following vote: Ayes: Lear, Hardinger, Horton, Hosmer, McGull, Schilling, and McClure. Nays: Ollis and Simpson. Absent: None. Abstain: None.

An opportunity was given for citizens to express their views.

Becky Volz spoke in support of the proposed. Ms. Volz expressed her belief it is important to recognize the need for progress regarding nuisance properties. Ms. Volz asked the Building Development Services (BDS) budget be increased.

Councilwoman Horton asked why funds were reduced for certain Building Development Services budgeted sections. Mr. Gage noted the BDS operating budget has not been

reduced. The two portions in question are in reserve if needed. Mr. Holtmann noted Nuisance Properties and Dangerous Buildings had a one-time injection of funds. Councilwoman Horton noted nuisance properties as a main concern for Zone 1.

Duane Keys spoke in opposition to the proposed. Mr. Keys expressed his belief nuisance properties are a problem and encouraged City Council to review the issue and act proportionately.

Michael Miller spoke in support of the proposed. Mr. Miller noted he is a resident of the Phelps Grove area. He expressed his belief nuisance properties harm home values and requested BDS be given additional funds to increase quality of place.

Julie Bloodworth spoke in opposition to the proposed. Ms. Bloodworth urged City Council to review and amend the budget to increase funding for BDS. She expressed her opinion nuisance properties need to be resolved through swift action.

Mayor Pro Tem Simpson thanked the speakers for their thoughts and asked what the cost is for a BDS inspector.

Mr. Holtmann noted the budget for one BDS inspector is approximately $60,000-$70,000 per year. He added the swing in the budget is due to the purchase of several vehicles for BDS in the prior year.

Councilman Ollis thanked the speakers, noting he agrees chronic nuisance properties be addressed. He asked if an improvement process could be worked on outside of the budget process. Mr. Gage answered affirmatively.

Councilman McGull thanked the speakers for their input.

Councilman Lear asked about vacancies in BDS. Mr. Gage responded the vacancies have fluctuated. He added there are a tremendous number of nuisance properties in the area, and it is important to be efficient and make greater efforts to address the issue.

Councilman Hosmer asked for clarification on ticketing nuisance properties based on the outside appearance. Mr. Gage noted citations are typically for the outside issues of a property noting City initiatives are being reviewed.

Mayor Pro Tem Simpson expressed his belief the issue of nuisance properties should be addressed as soon as possible. Mr. Gage noted processes to address nuisance properties have traditionally been administrative but criminal processes can be reviewed.

Eric Pauly spoke in support of the proposed. Mr. Pauly noted BDS has been present at their neighborhood meetings and asked City Council to continue BDS funding, and to move from a complaint-based approach to an enforcement-based approach to address nuisance properties.

Geraldine Miller spoke in support of the proposed. Ms. Miller noted she is in support of fully funding BDS services. Ms. Miller expressed her belief these services are necessary to creating a vibrant city.

Rusty Worley spoke in support of the proposed. Mr. Worley noted the Nuisance Property Workgroup is working on recommendations to bring to City Council. He expressed his belief that additional funds for BDS could come from escalating fines, consistently addressing boarded building issues, and utilizing one-time dollars. He expressed it is time to adopt change and address the issue.

With no further appearances, the public hearing was declared closed.

Mayor McClure recessed the meeting at 9:15 p.m.

Councilman Ollis left the meeting at 9:15 p.m.

The meeting reconvened at 9:30 p.m.

Memorandum of Understanding: Opioid Litigation

Sponsor: Hardinger. Council Bill 2022-134

A special ordinance authorizing the City Manager, or his designee, to execute the Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation to facilitate acceptance of the City's share of settlement proceeds from the national opioids litigation.

Jan Millington, Deputy City Attorney, provided a brief overview of the proposed. Ms. Millington noted the City of Springfield joined many other municipalities in a lawsuit against opioid manufacturers and a settlement was reached. She added the Memorandum of Understanding would facilitate acceptance of the City's portion of the proceeds.

Mayor McClure asked if the proposed facilitates the process. Ms. Millington answered affirmatively. Ms. Millington clarified the national litigation will provide funds to the states which will then allocate funds to the municipalities.

Councilman Hosmer asked why there is a difference in how the amounts are split. Ms. Millington responded outside counsel would have to answer that question. Councilman Hosmer asked which of the opioid manufacturers was to provide the larger settlement and expressed his opinion the local governments should receive a more favorable split as they use their resources to combat opioid issues. Ms. Millington responded the exact amount of funds to be received is unknown.

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

Sponsor: Horton. Council Bill 2022-135

A special ordinance creating an exception to the Comprehensive Housing Assistance Program boundary for the Maplewood Villas development, generally located at 550 North Duke Avenue; and authorizing the Department of Planning and Development to approve a $300,000 loan for the Maplewood Villas development with a reduced interest rate from the rate established in the Comprehensive Housing Assistance Program Rules. (Staff and Loan Committee recommend approval.)

Bob Jones, Grants Administrator, provided a brief overview of the proposed. Mr. Jones noted the proposed consists of 11 4-plex buildings with a fully accessible community building for seniors 55 and older and the development team is comprised of Springfield companies. The proposed funds would contribute to the project by giving a low interest loan at a .75% interest rate for 20 years.

An opportunity was given for citizens to express their views.

Meleah Spencer, a representative of the Kitchen, Inc., spoke in support of the proposed. Ms. Spencer noted the project was approved in 2021. Maplewood Villas will house low-income seniors, with 11 units reserved for veterans. Case management will be available for the residents.

With no further appearances, the public hearing was declared closed.

Amending the Park Board's Fiscal Year: Golf Fund

Sponsor: Lear. Council Bill 2022-136

A special ordinance amending the Park Board's Fiscal Year 2021-2022 operating budget by increasing both revenue and expenses in the amount of $2,612,892.13 to allocate $1,800,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, $662,892.13 in reimbursements from insurance claims, and $150,000.00 of revenue and associated expense items within the Golf Fund, respectively.

Jerry Mitchell, Superintendent of Parks Business Operations, provided a brief overview of the proposed. Mr. Mitchell noted the proposed would reallocate $2,612,892.13 gained as part of the year-end closure.

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

Council Bills 2022-137, 2022-138, 2022-139, and 2022-140 were read together.

Approving Third Amendment: Collective Bargaining Agreement: SPOA

Sponsor: Simpson. Council Bill 2022-137

A special ordinance approving the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the

City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Approving Third Amendment: Collective Bargaining Agreement: IAFF

Sponsor: Hardinger. Council Bill 2022-138

A special ordinance approving the Third Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

Approving Third Amendment: Collective Bargaining Agreement: IBEW: Crafts, Trades, and Labor

Sponsor: Lear. Council Bill 2022-139

A special ordinance approving a Collective Bargaining Agreement to be effective July 1, 2022, and by and between the City and International Brotherhood of Electrical Workers AFL-CIO Local Union Number 753 ("IBEW"), the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Approving Third Amendment: Collective Bargaining Agreement: IBEW: Professional, Administrative, and Technical

Sponsor: Simpson. Council Bill 2022-140

A special ordinance approving the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW "), the Exclusive Representative of a certain Bargaining Unit of limited employees within the Professional, Administrative, and Technical Employee Group, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed agreements would amend three Collective Bargaining Agreements between the City of Springfield and the Springfield Police Officers Association, the International Association of Fire Fighters, and the International Brotherhood of Electrical Workers. The fourth bargaining unit is a new contract. She further noted all are mutually beneficial. Ms. Morrison noted pay improvements and steps have been added.

Mayor McClure thanked Ms. Morrison and her team for the good work on the agreements.

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

Amending Springfield City Code: Salary Ordinance

Sponsor: Ollis. Council Bill 2022-141

A general ordinance amending the Springfield City Code, Section 2 -92, known as the "Salary Ordinance," by making provision for eight new titles within the Professional, Administrative and Technical Non-Union and Unclassified Schedules and deletion of three job titles from the Professional, Administrative and Technical Non-Union Schedule; by making provision for one new job title within the Crafts, Trades, and Labor Union Schedule and deletion of one job title from the same schedule; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; by providing for increases to shift differential pay; by providing the City Manager the administrative authority to establish rules regarding shift pay differential; by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to; and amending the Occupational Series Market Adjustment Program.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed will add new job titles and provide pay adjustments for non-union employees and amend the Occupational Series Market Adjustment Program.

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

Surface Transportation Block Grant Program Agreement

Sponsor: Hosmer. Council Bill 2022-142

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of using grant funds to partially reimburse the annual base salaries of up to six City employees who operate and manage the Transportation Management Center.

Tom Dancey, Traffic Engineer, provided a brief overview of the proposed. Mr. Dancy noted the proposed would allow use of up to $360,000 of Surface Transportation Block Grant Funds to reimburse 80% of the base salaries of six City employees that work at the Transportation Management Center.

Mayor McClure asked if this is the typical process used to reimburse the salaries. Mr. Dancey answered affirmatively.

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

Amending Springfield City Code: Micromobility Device Rental Program

Sponsor: Ollis, Hosmer, McGull, Lear. Council Bill 2022-143

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' by enacting Article VIII, 'Micromobility Device Rental Program' and amending Article VII, 'Encroachments on City Property,' to allow for approval of certain encroachments for use by micromobility devices; amending Chapter 106, 'Traffic and

Vehicles,' Article I, 'In General,' to allow and regulate the use of micromobility devices on public streets and rights-of-way; amending Chapter 106, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 10, 'Springfield Parking System Parking Regulations,' to regulate the operation and use of micromobility devices in the City's parking system; and amending Chapter 106, 'Traffic and Vehicles,' Article VIII, 'Bicycles and Motorized Bicycles,' to regulate the use of micromobility devices.

Brett Foster, Traffic Engineer, provided a brief overview of the proposed. Mr. Foster noted the proposed would allow changes to the City Code and add definition of micromobility devices, provide a method for licensing e-scooter companies, and provide the ability to make changes to traffic regulations for the devices.

Councilman Hosmer asked if there was an indemnity provision to indemnify the City for any liability and the enforcement mechanisms for scooter regulations. Mr. Foster answered affirmatively to indemnity and explained impoundment, by police officers or their agents, and ticketing could be used as an enforcement mechanism.

An opportunity was given for citizens to express their views.

Jen Cox, a representative for Missouri State University (MSU), spoke in support of the proposed. Ms. Cox noted students at MSU have shown an interest in a scooter program. She further noted, if approved, MSU will select one scooter vendor for campus use

With no further appearances, the public hearing was declared closed.

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

Lindsey Wright did not appear to address City Council.

Jacque Samuelson addressed City Council. Ms. Samuelson thanked City Council and the City Manager. She noted Gun Violence Awareness Day is Friday, June 3, and asked that all do more to reduce gun violence. Ms. Stewart noted statistics show Missouri as the 6th highest in the nation for gun violence deaths with the 4th highest economic impact. Ms. Stewart requested the first Friday in June be proclaimed as Gun Violence Awareness Day.

Denise Stewart addressed City Council. Ms. Stewart noted she represents Moms Demand Action for Gun Sense in America and explained the Wear Orange Event to support gun violence awareness. She further noted the color orange represents responsible gun ownership and honors the lives of those affected by gun violence. She added monuments are lit in orange to support the cause and asked the City to join in support of the effort.

Mayor McClure noted he would be happy to issue a proclamation for Gun Violence Awareness Day.

The following items appeared on the agenda under New Business.

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

UNFINISHED BUSINESS.

MISCELLANEOUS.

CONSENT AGENDA – FIRST READING BILLS.

CONSENT AGENDA – ONE READING BILLS.

The following items appeared under Consent Agenda – Second Reading bills.

Sewer Extension Cost Reimbursement Agreement: Meadowood Development, LLC

Sponsor: Lear. Council Bill 2022-120

A special ordinance authorizing the City Manager, or his designee, to enter into a developer's Sewer Extension Cost Reimbursement Agreement with Meadowood Development, LLC, for the recovery of proportional square foot costs of the construction of a trunk line sewer to serve the Meadowood Subdivision and establishing a sanitary sewer cost recovery area and per square foot connection fee for proportional reimbursement.

Council Bill 2022-120. Special Ordinance 27697 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Confirm the following appointment to the Mayor's Commission for Children: Michael White with term to expire November 29, 2022.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simpson moved to adjourn. Councilwoman Hardinger seconded the motion, and it was approved by the following vote. Ayes: Lear, Hardinger, Horton, Schilling, Simpson, McGull, and McClure. Nays: Hosmer. Absent: Ollis. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 6-6-22

Sponsored by: City Council

COUNCIL BILL 2022-144 RESOLUTION _____

A RESOLUTION

Recognizing and honoring the life of former Councilman Denny Whayne for his exemplary service as a member of the Springfield City Council and his strong advocacy for justice and equal rights in Springfield and beyond over his 77 years.

WHEREAS, Denny Whayne began his interest in human rights in 1961, while still a student at Springfield's Central High School, riding the Freedom Train from Philadelphia to Washington, D.C., to participate in a march on Washington; and

WHEREAS, Mr. Whayne continued his fight for civil rights in Tulsa, Oklahoma, where he worked diligently to further the cause of equal rights for all citizens; and

WHEREAS, Mr. Whayne moved back to Springfield in 1972, and was a local pioneer, advocating for equality in housing, employment, and public accommodations for all Springfield citizens, while working first as a bank teller and then in the Finance Department for the City of Springfield from 1975 to 1985; and

WHEREAS, Mr. Whayne served as President of the Springfield NAACP from 1980 to 1988, further advancing the chapter's profile in our community and empowering local African American leaders; and

WHEREAS, in 2001, Mr. Whayne was elected as the first African American on Springfield City Council since the City Manager/Council form of government was adopted in 1953, and served two terms, for a total of eight years, as Zone 1 Councilman, and his Council service included membership on the Finance and Administration Committee, Plans and Policies Committee, and Public Involvement Committee; and

WHEREAS, in 2018, City Council renamed the Busch Municipal Fourth Floor Conference Room, where weekly Council workshops are held, regular Council committees convene, and City of Springfield and community-wide collaborations occur, the "Councilman Denny Whayne Conference Room"; and

WHEREAS, on June 6, 2022, the City of Springfield was notified of the passing of our friend and colleague, Denny Whayne.

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

Section 1 - The City Council of Springfield, Missouri, hereby honors the life of Denny Whayne, recognizing his commitment to public service and his tenacity, dedication, and vision in moving Springfield forward, and offers our deepest condolences to his family.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-144

FILED: 06-06-22

ORIGINATING DEPARTMENT: Office of the City Clerk.

PURPOSE: To recognize and honor the life of former Councilman Denny Whayne for his exemplary service as a member of the Springfield City Council and his strong advocacy for justice and equal rights in Springfield and beyond over his 77 years.

BACKGROUND INFORMATION: Mr. Whayne honorably was elected in 2001 as the first African American on Springfield City Council since the City Manager/Council form of government was adopted in 1953, and he served two terms, for a total of eight years, as Zone 1 Councilman, and his Council service included membership on the Finance and Administration Committee, Plans and Policies Committee, and Public Involvement Committee.

In 2018, City Council renamed the Busch Municipal Fourth Floor Conference room, where weekly Council workshops are held, regular Council committees convene, and City of Springfield and community-wide collaborations occur, the "Councilman Denny Whayne Conference Room."

On June 6, 2022, the City of Springfield was notified of the passing of Denny Whayne.

Submitted by:

Anita J. Cotter, City Clerk

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 51
Filed: 05-24-22

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-124 SPECIAL ORDINANCE_____

AN ORDINANCE

APPROVING a Petition to Establish the Cottle's Range Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee's Springfield, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the governing body of any municipality, as defined in the CID Act, to adopt an ordinance establishing a community improvement district upon receipt of a proper petition requesting the formation of such a district and after a public hearing on formation of the district; and

WHEREAS, on April 14, 2022, a Petition ("Petition") to Establish the Cottle's Range Community Improvement District (the "District") was filed with the City Clerk; and

WHEREAS, the City Clerk verified that the Petition complied with the CID Act, and a public hearing was set with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, City Council held a public hearing on May 31, 2022, at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements.

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

Section 1 – The Cottle's Range Community Improvement District is hereby created within the City of Springfield, Missouri, as a political subdivision of the State of Missouri, having the powers and purposes set forth in the Petition, the original of which

is on file with the City Clerk and a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 1.”

Section 2 – Pursuant to the Petition, the existence of the District shall automatically terminate if the District has not, within six months of passage of this Ordinance, duly approved and executed a binding Cooperative Agreement with the City, in substantially the same form as attached hereto as “Exhibit 2.”

Section 3 – The City Manager, or his designee, is hereby authorized to enter into the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,” and to do all things reasonable and convenient to comply with the terms and intent of this Ordinance.

Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development and the Missouri State Auditor the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the office of the Greene County Clerk of the District’s Petition and establishment.

Section 5 – The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes, or additions to the foregoing documents herein approved, authorized, and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section 6 – 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. Gage, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 124

FILED: 05-24-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To adopt a special ordinance approving the Petition to Establish the Cottle's Range Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee's Springfield, LLC ("Buc-ee's"). (Staff recommends approval.)

BACKGROUND INFORMATION: Buc-ee's plans to construct an approximately 53,000 square foot travel center and 100-pump vehicle fueling facility on property located near the northeast corner of the intersection of Interstate 44 (I-44) and North Mulroy Road. The proposed development will require constructing approximately $8.5 million of public improvements, which include improvements to the I-44 Exit 84 (Mulroy Road) interchange and North Mulroy Road, a new public street (Buc-ee's Boulevard), and public utility extensions.

On January 24, 2022, the City Council passed Special Ordinance 27635, authorizing the City Manager, on behalf of the City of Springfield to enter into an Infrastructure Reimbursement Agreement with Buc-ee's to finance the required public improvements associated with proposed development. According to the agreement, the City agreed to reimburse Buc-ee's up to $4.1 million for the improvements to the I-44 Exit 84 interchange using one-half of the 1-cent general sales tax and ¼-cent capital improvements sales tax revenues that are generated by the proposed development over a period not to exceed 20 years. The agreement also included a commitment to establish a community improvement district to fund the balance of the required public improvements. Specifically, Buc-ee's agreed to file a petition to establish a community improvement district with the City Clerk within 30 days after acquisition of the property where the new facility is to be located.

As per the Infrastructure Reimbursement Agreement, Buc-ee's has acquired the property for its proposed development and has filed the Petition to Establish the Cottles Range Community Improvement District ("District") with the Springfield City Clerk. The District will consist of approximately 35.92 acres generally located at the northeast corner of the intersection of I-44 and North Mulroy Road. The District will be a political subdivision of the State of Missouri and have a life of 20 years. It will be governed by a five-member board of directors that will initially consist of Caleb Colbert, Robert Johnson, Melissa Mooney, Ryan Mooney, and Alex Woodson. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Cottle's Range Community Improvement District will have the power to impose a sales and use tax at a maximum rate of five-eighths of one percent (0.625%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such

tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District shall use the sales and use tax revenues to reimburse Buc-ee's up to $5.1 million for the cost of the improvements to North Mulroy Road, construction of Buc-ee's Boulevard, and extension of public utilities ("CID Projects"). The District and its authority to impose a sales and use tax shall expire after 20 years or upon reimbursing the entire cost of the CID Projects, whichever occurs first.

The Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee's specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to reimburse Buc-ee's for the costs associated with CID Projects. Prior to disbursement of funds, Buc-ee's shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID Projects are completed and the reimbursable costs are indeed associated with the CID Projects. Documentation in the form of receipts, invoices, etc. will be required to confirm that the costs were in fact incurred and paid. In order to reimburse the City for its costs associated with establishing the District, reviewing reimbursable project costs and annual budgets, and performing other duties for the operations of the District, the Cooperative Agreement provides for the City to receive payment of an administrative fee equal to one and one-half percent (1.5%) of the District sales and use tax revenues on a quarterly basis.

REMARKS: The Springfield City Clerk has reviewed the Petition and determined that it substantially complies with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP,
Senior Planner

Recommended by:

Amanda Ohlensehlen, Director

Approved by:

Jason Gage, City Manager

Exhibit 1

PETITION TO ESTABLISH THE

COTTLE'S RANGE

COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted March 24, 2022

PETITION TO ESTABLISH THE
COTTLE'S RANGE COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (the "Petitioner"), being the owner of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the proposed Cottle's Range Community Improvement District (the "District") and the owner of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, does hereby petition and request that the City approve and establish the Cottle's Range Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the "Community Improvement District Act" or "Act") in accordance with this Petition. In support of this Petition, Petitioner states as follows:

1. **Legal Description and Map of District Boundaries; Property Areas; Ownership.**

   The legal description of the District is attached hereto as **Exhibit A**. A map illustrating the District boundaries is attached hereto as **Exhibit B**. The boundaries of the District are contiguous. The Petitioner is the owner of more than 50% by assessed value of the real estate within the District and the owner of more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate in the District is attached hereto as **Exhibit C**.

2. **Name of District.**

   The name of the proposed District is the "Cottle's Range Community Improvement District."

3. **Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.**

   Notice has been provided to all Petitioners that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. **Five-Year Plan.**

   A five-year plan stating a description of the purposes of the District, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461 of the Act, an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated terms of the sources of funds to pay the costs is attached hereto as **Exhibit D** and includes **Exhibits D-1 and D-2**.

5. **Type of District.**

The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board").

A. Each Director, during the Director's entire term, shall:

i) Be at least 18 years of age;

ii) Be a resident of the state of Missouri; and

iii) Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"); or an owner of a business operating within the District, which the Act defines for business organizations and other entities as the individual who is legally authorized to represent the entity with regard to the District ("Business Owner"); and

iv) Notwithstanding the foregoing, at least one Director must not be an Owner, Owner Representative, or Business Owner and instead must meet all of the following:

(a) Be a resident of the City of Springfield who satisfies all of following requirements:
(b) is qualified and registered to vote under RSMo Chapter 115 according to the records of the election authority as of the thirtieth (30th) day prior to the date of the applicable election;
(c) has no financial interest in any real property or business operating within the District; and
(d) is not a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

B. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or Owner Representative. All Owner representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board. Pursuant to RSMo. § 67.1451.2(4), if there are ever fewer than five owners of real property located within the District, an Owner may have more than one Owner Representative and the Board may be comprised of up to five (5) Owner Representatives of any of the owners of real property located within the District.

C. Except for the initial Directors, which are named, approved and appointed by way of the City's written acceptance of this Petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

D. Petitioner hereby proposes the following slate of Directors:

NAME	TYPE	TERM
Robert Johnson	Owner Representative	4 Years
Caleb Colbert	Owner Representative	4 Years
Ryan Mooney	Owner Representative	2 Years
Melissa Mooney	Owner Representative	2 Years
Alex Woodson	Resident – Non Owner Representative	2 Years

E. The initial Directors named above shall serve for the terms set forth opposite their names or until their successors are appointed in accordance with this Petition. Their successors shall serve for four-year terms or until their successors are appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

F. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy to the Board shall be filled by appointment of an interim Director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as described below. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. However, the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

G. In the event for any reason all the Directors resign, become incapacitated, or are otherwise unable to serve their respective terms, the Mayor shall appoint new Directors to serve on the Board as provided herein with the advice and consent of the City Council.

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the

City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all real property located within the District is $18,990.00

9. Determination of Blight.

Petitioner does not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) twenty (20) years from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales and Use Tax Revenue, as herein defined; or (iii) until any bond, notes, or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

11. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. **License and Real Estate Taxes.**

The District will not impose business license taxes or real estate taxes.

B. **Sales and Use Taxes.**

The District may, by resolution, impose a district sales and use tax (the "CID Sales Tax"), at a maximum rate of **0.625%** on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo.,

except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section 67.1545 of the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

12. Maximum Rates of Special Assessments and the Method of Assessment.

The District will not impose special assessments.

13. Cooperative Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental agreement (the "Agreement") that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District. Failure to execute the Agreement within the aforementioned time period shall result in termination of the District.

14. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the Act and as otherwise provided by Missouri law.

15. Limitations on Revenue Generation.

The District will have no limitations on the revenue it may generate.

16. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by Missouri law.

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public and subject to the requirements of the Missouri Sunshine Law set forth in RSMo Section 610.010, et seq.

18. Request for Ordinance Establishing District.

Petitioner respectfully requests the City Council of the City of Springfield, Missouri, to establish the District as set forth in this Petition.

19. Severability

If any provision of this Petition shall be held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions or this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever

[Remainder of page left intentionally blank. Signature Pages follow]

Signature Page to Petition to Establish the Cottle's Range Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Cottle's Range Community Improvement District according to the preceding Petition.

Name of Owner: BUC-EE'S SPRINGFIELD, LLC
Owner's Telephone Number: 346-774-2260
Owner's Mailing Address: 327 FM 2004, Lake Jackson, Texas 77566

If Signer is different from Owner
Name and Title of Signer: Joe O'Leary
Basis of Signer's Legal Authority to Sign: Vice President
Signer's Telephone Number: 346-774-2260
Signer's Mailing Address: 327 FM 2004, Lake Jackson, Texas 77566

If the Owner is an individual, state if owner is single or married: _____
If Owner is not an individual, state what type of entity: Delaware Limited partnership

Owner's Property within District

Parcel Number	Assessed Value	Map
1201200023	$ 1,420	[Attach map of parcel to sig. page]
1201200009	$ 17,570	[Attach map of parcel to sig. page]
		[Attach map of parcel to sig. page]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: _____ 4-7-22 _____ Date
Joe O'Leary, as Vice President of Buc-ee's Springfield, LLC

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Joe O'Leary, as Vice President of Buc-ee's Springfield, LLC, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of April, 2022.

Kim Knapp
Notary Public

My commission expires: 12.14.24

KIM KNAPP
Notary ID #5060916
My Commission Expires
December 14, 2024

CLERK'S RECEIPT OF PETITION

This Petition to establish the Cottle's Range Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of April, 2022.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description

December 17, 2021

CID DISTRICT BOUNDARY

BEING PART OF THE EAST ONE HALF OF LOT TWO AND THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR THE NEXT THREE COARSES; S 67° 02' 40" W, A DISTANCE OF 285.21 FEET; THENCE S 69° 04' 09 W, A DISTANCE OF 396.63 FEET, THENCE S 89° 21'17" W, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE CONTINUNING S 89° 21'17' W, A DISTANCE OF 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MULROY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE NEXT 4 COARSES; N 40° 27' 15" E, A DISTANCE OF 83.50 FEET; THENCE N 6° 45' 53" E, A DISTANCE OF 781.42 FEET; THENCE N 18° 23' 42" E, A DISTANCE OF 75.29 FEET; THENCE N 1° 24' 15" E, A DISTANCE OF 291.66 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 368.25 FEET; THENCE N 1° 29' 38" E, A DISTANCE OF 2.40 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 1008.49 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 35.92 ACRES MORE OR LESS.

EXHIBIT B

Map of District Boundaries

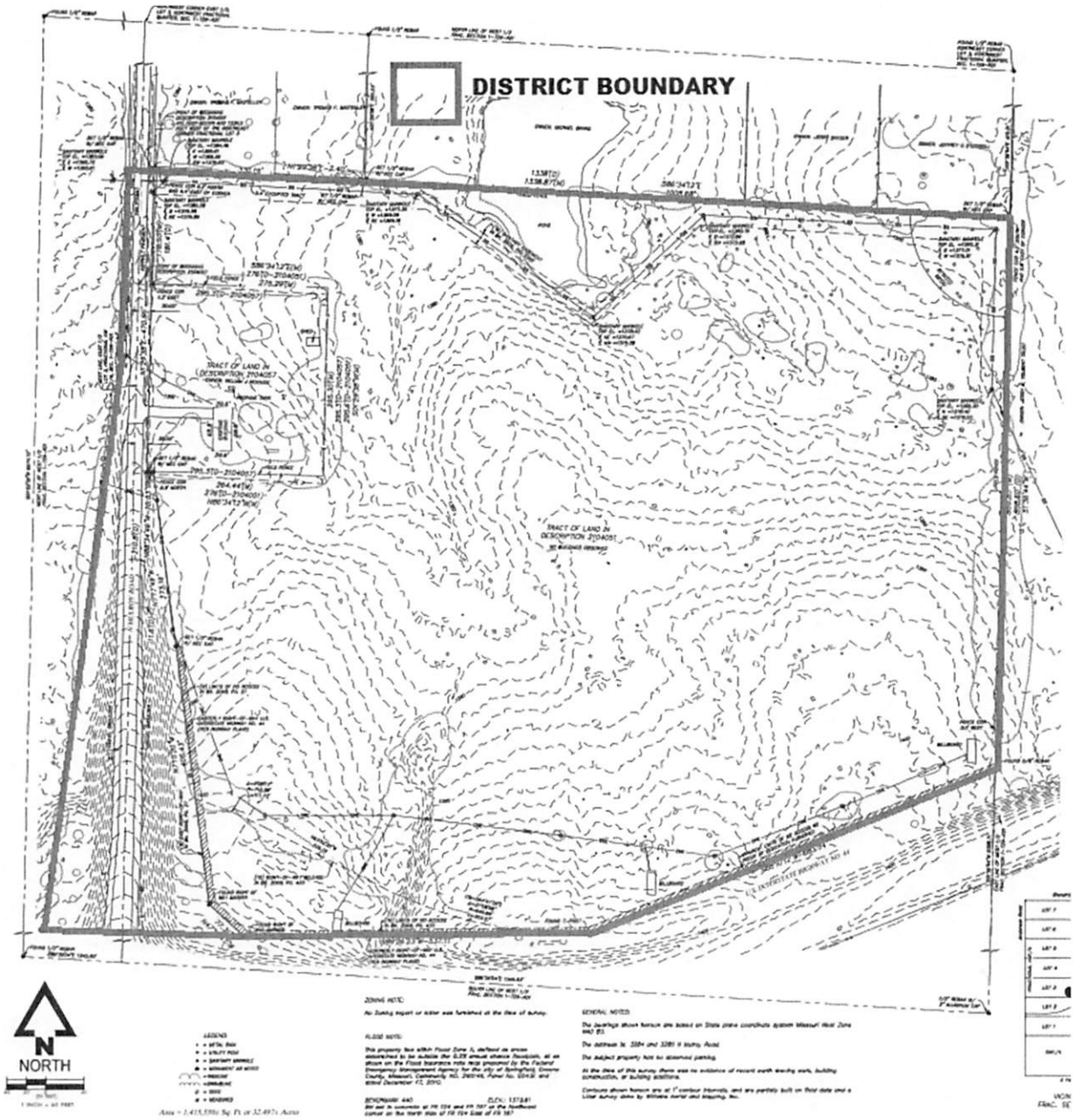

EXHIBIT C

List of Owners of Real Property within District

Parcel #1:	**2104051**	**Buc-ee's Springfield, LLC**
Parcel #2:	**2104057**	**Buc-ee's Springfield, LLC**

EXHIBIT D

Five-Year Plan

1. **Purpose of the District.** The purposes of the District are to:

   A. Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;

   B. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;

   C. Develop funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner provided in this Petition and as authorized by the Act;

   D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,

   E. Such other purposes as authorized or required by the Act.

2. **CID Projects**

   A. **Services.** The services that may be performed by the District include the following:

      i) Administering construction of the Improvements to completion

      ii) Maintaining and repairing the Improvements upon completion

      iii) Providing ongoing administrative, legal, and accounting services to satisfy the annual compliance and reporting requirements of the District

   B. **Improvements.** The improvements that may be performed by the District include the following:

      i) N. Mulroy Road Construction

      ii) Buc-ee's Boulevard ROW Construction

      iii) Public utility extensions

   C. The estimated costs of the CID Projects to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").

3. **Budget.** The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.

EXHIBIT D-1

Estimated CID Project Costs

COTTLE'S RANGE CID
REIMBURSABLE PROJECTS COST

N. MULROY CONSTRUCTION		**COST**
Mobilization, Clearing, and Demo	$	587,039
New Construction	$	1,504,736
Engineering, Materials Testing, CA	$	251,013
Contingency	$	313,766
BUC-EE'S BLVD - PUBLIC ROW		
Mobilization, Clearing, and Demo	$	85,250
New Construction	$	1,056,452
Engineering, Materials Testing, CA	$	137,004
Contingency	$	171,255
PUBLIC UTILITIES EXTENSIONS		
New Construction	$	329,125
Engineering, Materials Testing, CA	$	39,495
Contingency	$	49,369
Subtotal Project Construction	**$**	**4,524,505**
Interest Expense Allowance	$	575,495
TOTAL PROJECT COST BUDGET	**$**	**5,100,000**

EXHIBIT D-2

Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

COTTLE'S RANGE CID
FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
Sales Tax (0.625%)	$ 187,500	$ 191,250	$ 195,075	$ 198,977	$ 202,956
Expenses					
Construction Contract Payments	$ 4,524,505	$ -	$ -	$ -	$ -
Administrative Fee to City	$ 2,813	$ 2,869	$ 2,926	$ 2,985	$ 3,044
Legal and Accounting	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Interest Expense	$ 86,740	$ 82,915	$ 79,014	$ 75,034	$ 70,975
Project Principal Reduction	$ -	$ 90,466	$ 98,135	$ 105,958	$ 113,937
Total Expenses	$ 4,629,057	$ 191,250	$ 195,075	$ 198,977	$ 202,956
Net Revenue	$ (4,441,557)	$ -	$ -	$ -	$ -

City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statues of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A petition to establish the Cottle's Range Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of April 2022.

2. I have reviewed the petition and have determined on April 28, 2022, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 4/28/22

Anita J. Cotter

Anita J. Cotter, CMC/MRCC
City Clerk

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

COTTLE'S RANGE
COMMUNITY IMPROVEMENT DISTRICT

and

BUC-EE'S SPRINGFIELD, LLC

dated as of

_____, 2022

Exhibit 2

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EXHIBIT D 27

Exhibit 2

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 2022, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**"), the **COTTLE'S RANGE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **BUC-EE'S SPRINGFIELD, LLC** (the "**Developer**") (the City, District, and Developer being sometimes collectively referred to herein as the "**Parties,**" and individually as a "**Party,**" as the context so requires).

WITNESSETH:

WHEREAS, on March 24, 2022, the Developer filed the "Petition to Establish the Cottle's Range Community Improvement District" (the "**Petition**"), which proposed formation of the District; and

WHEREAS, the City Council of Springfield, Missouri (the "**City Council**"), adopted Special Ordinance _____, which approved the Petition and established the District, on _____, 2022; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City to provide for the collection and administration of the District revenues; the method of certifying reimbursable project costs; the payment of ongoing District operating costs; the disbursement of District revenues; and other rights, duties, and obligations of the District, City, and Developer for the operations of the District; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Projects, to impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs relating to the administration of the District and the implementation of the CID Projects, and to enter into this Agreement for such purposes; and

WHEREAS, the City, the District, and the Developer desire to enter into this Cooperative agreement to set forth the Parties' respective duties and obligations with respect to the administration, enforcement, and operation of the District;

NOW, THEREFORE, for and in consideration of premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Agreement" shall mean this Cooperative Agreement, as may be amended from time to time in accordance with its terms.

"**Administrative Fee**" means the amount of the total CID Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District, including establishing the District, reviewing the District's annual budgets and reports of the District required to be submitted to the City, and administering and accounting for the CID Sales Tax pursuant to Section 3.3 of this Agreement.

"Board" means the Board of Directors of the District.

"**CID Act**" means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, of the Revised Statutes of Missouri, as amended.

"**CID Projects**" means the services and public improvements within the District, eligible under the CID Act, that are provided for and constructed for, or in connection with, the District, as described in **Exhibit B** attached hereto.

"**CID Sales Tax**" means the sales and use tax levied by the District on taxable retail sales within the District's boundaries, per Section 67.1545 of the CID Act, at a maximum rate of 0.625% as per the Petition.

"**CID Sales Tax Revenues**" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax.

"City" means the City of Springfield, Missouri, a constitutional charter city and political subdivision of the State of Missouri.

"**City Council**" means the governing body of the City of Springfield, Missouri.

"Developer" means Buc-ee's Springfield, LLC, a Delaware limited liability company.

"**District**" is the Cottle's Range Community Improvement District, which includes all real property described in **Exhibit A** and set forth on the map on **Exhibit A-1**.

"**Event of Default**" means any event specified in Section 6.1 of this Agreement.

"**Excusable Delays**" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

"**Operating Costs**" means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

"**Ordinance**" means an ordinance enacted by the City Council.

"Parties" or **"Party"** means the City, the District, and/or the Developer, as the context requires.

"Petition" means the Petition to Establish the Cottle's Range Community Improvement District" which the Developer filed with the City Clerk of the City on March 24, 2022.

"**Reimbursable Project Costs**" means all actual and reasonable costs and expenses which are incurred by, or at the direction of, the Developer or the District with respect to the construction of the CID Projects, including the actual and reasonable costs of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded for the CID Projects that are constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Projects, and the ongoing administration of the District, including but not limited to the following:

(1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings and soil tests, and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications, and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors, and engineers in relation to the construction of the CID Projects and all actual and reasonable costs for the oversight of the completion of the CID Projects;

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the CID Projects and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the Board, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that construction of the CID Projects is of significant value to the District, the property within the District, and the general public. The District finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) creating temporary and permanent jobs; (2) stimulating additional development in the area near the CID Projects; (3) increasing local and state tax revenues; and (4) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the District finds that the CID Projects conform to the purposes of the CID Act.

F. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will enroll and actively participate in a federal work authorization program required by Section 285.530, RSMo, for public employers; that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his designee has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. The City acknowledges that construction of the CID Projects is of significant value to the City and the general public. The City finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) creating temporary and permanent jobs; (2) stimulating additional development in the area near the CID Projects; (3) increasing local and state tax revenues; and (4) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the City finds that the CID Projects conform to the purposes of the CID Act.

Section 2.3 Representations by the Developer.

The Developer represents that:

A. The Developer has all necessary power and authority to execute, deliver, and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings, or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, any member of the Developer, or the CID Projects, which litigation, proceedings, or investigations would in any manner challenge or adversely affect the existence of the Developer or the powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer of the terms and provisions of this Agreement, or that would materially affect the financial condition of the Developer.

D. The Developer is in compliance, in all material ways, with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

E. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to the approval of the District's qualified voters, imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot pursuant to Section 67.1545 of the CID Act. If the ballot

measure passes, the District shall notify the Missouri Department of Revenue of the election results.

Section 3.2 Collection and Administration of the CID Sales Tax.

The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax.

Provided that the District adopts a resolution that imposes the CID Sales Tax (which is subject to qualified voter approval); the District shall also adopt a resolution that: (1) authorizes the City to perform all functions incident to the administration, enforcement, and operation of the CID Sales Tax to the extent not performed by the state; (2) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect; and (3) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. The District may amend the forms, administrative rules, and regulations applicable to the administration, collection, enforcement, and operation of the CID Sales Tax, as needed.

The District shall receive the CID Sales Tax Revenue collected by the Department of Revenue, or collected by the City as provided herein. The District shall then deposit the CID Sales Tax Revenues directly into a special trust fund in accordance with Section 67.1545 of the CID Act. The Sales Tax Revenues shall be used to pay the City's Administrative Fee, to reimburse the District for Operating Costs incurred by the District, and to reimburse the Developer for Reimbursable Project Costs incurred by the Developer, in the order of priority set forth in Section 3.6.

The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate of Completion and Reimbursable Project Costs has been approved (as described in Section 4.3) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement.

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax.

A. The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total CID Sales Tax Revenues for its administration efforts with the District and for its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate of Payment of Administrative Fee signed by an officer of the District certifying that the payment amount is 1.5% of the CID Sales Tax revenues

during that period. A sample Certificate of Payment of Administrative Fee is attached as **Exhibit D.**

B. If the City also collects the District Sales Tax, as set forth in Section 3.2, then the City shall receive a Collection Fee in the amount of one percent (1%) of the total District Sales Tax Revenues. Such Collection Fee shall be in addition to the Administrative Fee. Payment shall be on the same terms as described in Section 3.3.A, above.

C. In the event that the Administrative Fee and/or the Collection Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for such actual costs that exceed the Administrative Fee and/or the Collection Fee. In the event that there are insufficient funds in any fiscal year to cover such actual costs incurred by the City, such unpaid Administration Fees and/or Collection Fees shall be paid in subsequent fiscal years.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District. The District shall approve the Operating Costs incurred by the City and shall reimburse the City for these costs.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit, or proceeding, or take any other action involving third persons, which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effectuate the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the CID Sales Tax shall be treated as Operating Costs of the District.

Section 3.6 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate of Completion and Reimbursable Project Costs, as defined in Section 4.3. After the City has approved a Certificate of Completion and Reimbursable Project Costs for the CID Projects, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax

Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.

2. The District shall pay Operating Costs of the District.

3. The District shall pay Developer's Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax Revenues.

The District shall keep accurate records of the CID Sales Tax Revenues, and copies of such records shall be made available to the City on a monthly basis. Any District records pertaining to the CID Sales Tax Revenues shall be provided to the City upon written request of the City, as permitted by law.

Section 3.8 Repeal of the CID Sales Tax.

Upon the occurrence of the earlier of the following: (1) the Developer has been fully reimbursed for the Reimbursable Project Costs incurred by the Developer, and the District has satisfied all District obligations; or (2) twenty (20) years following the adoption of the ordinance establishing the District, unless this time period is extended by the mutual agreement of all Parties, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District.

The District shall not implement the procedures in the CID Act for repeal or modification of the CID Sales Tax if: (1) any CID Sales Tax Revenues are due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid.

The City's obligation to perform for the District any functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District.

Upon repeal of any CID Sales Tax, the District shall:

1. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.

2. Pay all outstanding Operating Costs to the District.

3. Pay all unpaid Reimbursable Project Costs to the Developer.

4. Retain any remaining CID Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECTS

Section 4.1 Design and Construction of CID Projects.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of the CID Projects and the Operating Costs. The CID Projects shall be designed and constructed solely by or at the direction of Developer, and the District shall have no obligation to design or construct the CID Projects. The CID Projects shall be designed and constructed on a schedule to be determined by the Developer, in accordance with all applicable City codes and ordinances and associated plans and specifications approved by the City. The Developer shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Projects. The Developer shall indemnify and hold harmless the City for any damage resulting from failure of either the Developer or the District or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Projects.

The Developer shall provide or secure the financing of the CID Projects. The District shall be allowed and is authorized to issue and incur District obligations, such as promissory notes to the Developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Projects.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Projects, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs using the form attached as **Exhibit C**. The Developer shall provide itemized invoices, receipts, or other information to confirm that any such cost was so incurred and does so qualify. Upon receipt of the Certificate of Completion and Reimbursable Project Costs and associated documentation, the City shall have 60 days to review these items and either approve or disprove the Certificate of Completion and Reimbursable Project Costs. If the City determines that the CID Projects, or an applicable portion of any of the CID Projects, have been completed in accordance with all relevant codes, regulations, statutes, and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate of Completion and Reimbursable Project Costs and the amounts stated therein for payment. If the CID Projects, or an applicable portion of any of the CID Projects, are not complete, then the City shall not approve the Certificate of Completion and Reimbursable Project Costs and the amounts stated therein for payment, and it shall specify in writing within sixty (60) days after receiving Developer's Certificate of Completion and Reimbursable Project Costs the reason(s) for withholding its approval. If

the City withholds approval, the Developer or the Board may request a hearing to challenge the City's determination. The City shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

Title to the CID Projects shall at all times be vested in the name of the Developer, the City, or another appropriate entity. The District shall have no ownership of CID Projects that are dedicated to the City. The District shall not be responsible for maintenance of such CID Projects that are dedicated to, and accepted by, the City. The Developer or the District shall be responsible for obtaining and maintaining insurance for the design, construction, operation, and maintenance of the CID Projects in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The fiscal year for the District shall be the same as the fiscal year of the City.

The budget for the District's first fiscal year shall be prepared and submitted to the City Council within ninety (90) days after execution of this Agreement.

For each subsequent fiscal year of the District, the Board shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed annual budget for the upcoming fiscal year to the City Council. Each budget for the District shall be prepared in accordance with all applicable state statutes, including Section 67.1471 RSMo., as amended. The City Council may review the proposed budget and provide comments to the Board, which comments shall be submitted in writing no later than sixty (60) days prior to the first day of the relevant fiscal year. Such comments shall not constitute requirements but shall only be recommendations. The Board shall consider the City Council's comments, if any, and it may amend the proposed budget accordingly if it so chooses. The Board shall adopt the annual budget no later than thirty days (30) prior to the first day of the fiscal year.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenues, as such revenues are available, to pay Reimbursable Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any new CID Projects aside from those which are shown in **Exhibit B**, and in the amount shown in **Exhibit B**, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied. The District shall make its books and records available to the City and shall furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the Springfield City Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected, and expenditures made by the District during such fiscal year; stating the dates the District adopted its annual budget, submitted its proposed annual budged to the City Council, and submitted its annual report to the City Clerk; and including copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to its business, affairs, and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs, Operating Costs, and the Administrative Fees and Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The District shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget, and any reports or filings provided to State agencies.

Section 5.3 Consent by Developer, Tenants, and Transferees.

A. Developer shall cause all leases of property in the District to contain provisions that are in substantial compliance with the following:

> **Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the Cottle's Range Community Improvement District ("District") created by Springfield, Missouri (the "City"), and that the District may impose a sales and use tax on all retail sales made in the District which are subject to taxation pursuant to RSMo. §§ 144.010 to 144.525, which will be applied toward the costs of services or

improvements for the District. If the District imposes a sales and use tax, Tenant shall forward to the District and the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant shall prominently display the rate of the sales tax imposed or increased at the cash register area. Tenant hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

B. Developer shall insert in any document transferring any interest in real property within the District, including a mortgage or deed of trust, the following, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgement and agreement to the following:

Community Improvement District: Grantee acknowledges and consents that the property is a part of the Cottle's Range Community Improvement District ("District") created by Springfield, Missouri (the "City"), and that the District may impose a sales and use tax on eligible retail sales contained within the District which will be applied toward the costs of services or improvements for the District. If the District imposes a sales and use tax, Grantee shall forward, or shall cause any applicable tenant of Grantee to forward, to the District and the City copies of its State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

C. At least five (5) days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/purchaser, confirming that each lease/sales contract affecting Property within the District includes the provisions satisfying the Developer's obligation as set forth in this Section 5.3. Failure of the Developer to include such restrictions in any such lease or sale contract shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement.

D. Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchasers, lessees, or other transferees or possessors of the property within the District, to provide to the District and the City a copy of their Missouri sales tax receipts and filings indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District, and against any purchaser, lessee, or other transferee or possessor as if such purchaser, lessee, or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4 Developer's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Projects, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, do not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibit C** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

1. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

2. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default. Limitation of Damages.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action, or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. Additionally, notwithstanding anything to the contrary in this Agreement, the City and District expressly releases Developer from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date it is fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2 Immunities, Release, and Indemnification.

No recourse shall be had for any claim based upon any representation, obligation, covenant, or agreement in this Agreement maintained against any past, present, or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs, and/or

expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

The Developer shall defend, indemnify, and hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against any and all claims arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City or the District.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue shall be proper only in the Circuit Court of Greene County, Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Notices

Notices required by this Agreement shall be deemed given if deposited in United States mail, first class, postage prepaid, or with a reputable overnight carrier and address as specified below, or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other Parties.

<u>City</u>
City of Springfield
ATTN:
840 N. Boonville Ave.
Springfield, MO 65802

District
Cottle's Range Community Improvement District
ATTN:
Address
City, State

Developer
Buc-ee's Springfield, LLC
ATTN:
Address
City, State

Section 7.6 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.9 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit 2

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney or designee

Exhibit 2

COTTLE'S RANGE COMMUNITY IMPROVEMENT DISTRICT

By:_____
Name:
Title:

ATTEST

By:_____

Exhibit 2

BUC-EE'S SPRINGFIELD, LLC

By:_____
Name:
Title:

ATTEST

By:_____

Exhibit 2

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

BEING PART OF THE EAST ONE HALF OF LOT TWO AND THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR THE NEXT THREE COARSES; S 67° 02' 40" W, A DISTANCE OF 285.21 FEET; THENCE S 69° 04' 09 W, A DISTANCE OF 396.63 FEET, THENCE S 89° 21'17" W, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE CONTINUNING S 89° 21'17' W, A DISTANCE OF 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MULROY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE NEXT 4 COARSES; N 40° 27' 15" E, A DISTANCE OF 83.50 FEET; THENCE N 6° 45' 53" E, A DISTANCE OF 781.42 FEET; THENCE N 18° 23' 42" E, A DISTANCE OF 75.29 FEET; THENCE N 1° 24' 15" E, A DISTANCE OF 291.66 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 368.25 FEET; THENCE N 1° 29' 38" E, A DISTANCE OF 2.40 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 1008.49 FEET BACK TO THE POINT OF BEGINNING.
CONTAINING 35.92 ACRES MORE OR LESS.

Exhibit 2

EXHIBIT A-1

MAP OF DISTRICT

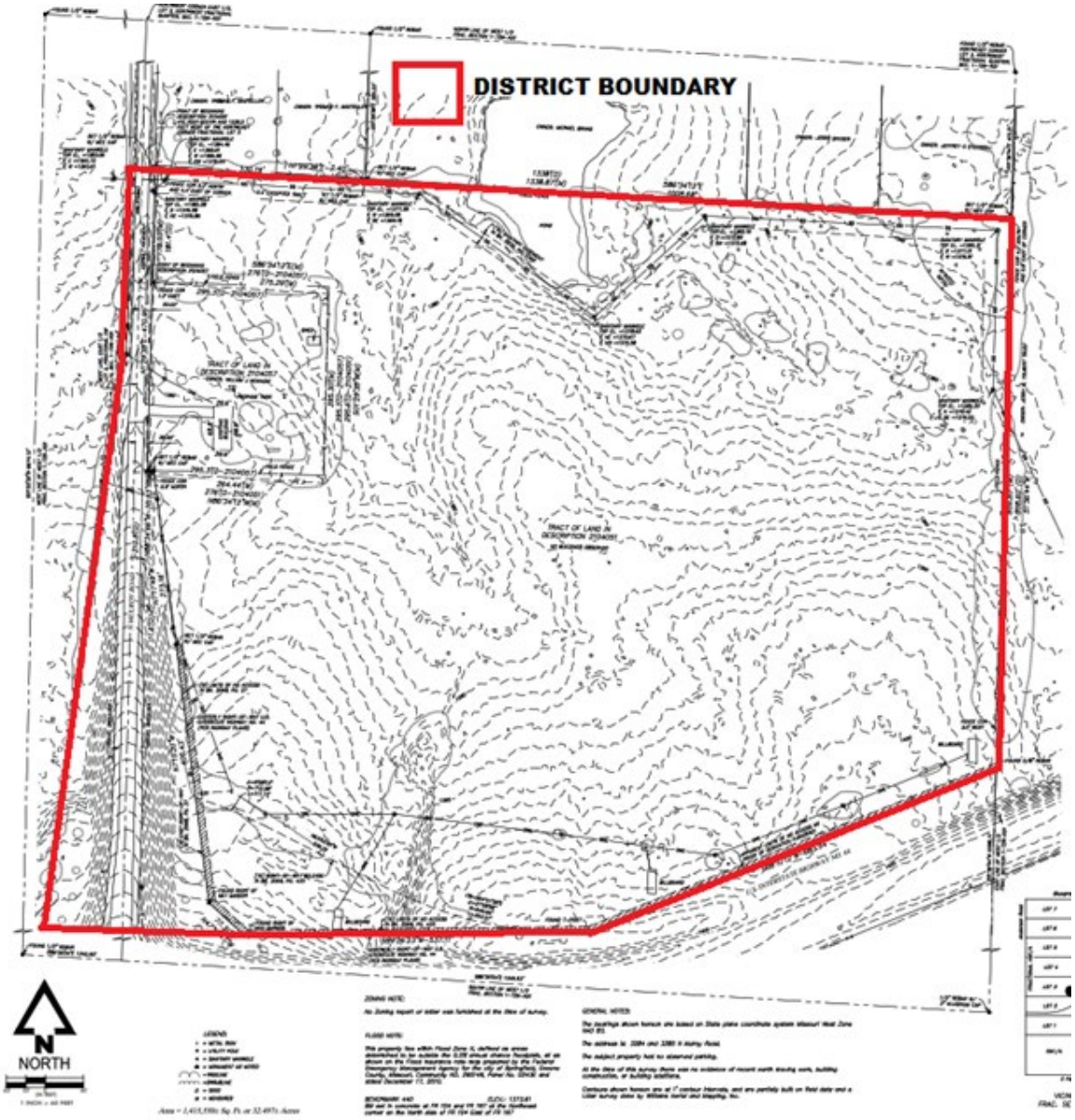


Exhibit 2

EXHIBIT B

DESCRIPTION AND ESTIMATED COSTS OF CID PROJECTS

A. **Services.** The services that may be performed by the District include the following:

i) Administering construction of the Improvements to completion

ii) Maintaining and repairing the Improvements upon completion

iii) Providing ongoing administrative, legal, and accounting services to satisfy the annual compliance and reporting requirements of the District

B. **Improvements.** The improvements that may be performed by the District include the following:

i) N. Mulroy Road Construction

ii) Buc-ee's Boulevard ROW Construction

iii) Public utility extensions

COTTLE'S RANGE CID
REIMBURSABLE PROJECTS COST

N. MULROY CONSTRUCTION		**COST**
Mobilization, Clearing, and Demo	$	587,039
New Construction	$	1,504,736
Engineering, Materials Testing, CA	$	251,013
Contingency	$	313,766
BUC-EE'S BLVD - PUBLIC ROW		
Mobilization, Clearing, and Demo	$	85,250
New Construction	$	1,056,452
Engineering, Materials Testing, CA	$	137,004
Contingency	$	171,255
PUBLIC UTILITIES EXTENSIONS		
New Construction	$	329,125
Engineering, Materials Testing, CA	$	39,495
Contingency	$	49,369
Subtotal Project Construction	**$**	**4,524,505**
Interest Expense Allowance	$	575,495
TOTAL PROJECT COST BUDGET	**$**	**5,100,000**

Exhibit 2

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

To: City Manager, City of Springfield, Missouri
cc: Executive Director, Cottle's Range Community Improvement District

Re: Completion and Certification of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20_____ (the "Agreement") between the City of Springfield, the Cottle's Range Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Projects, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements of the CID Projects.

2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Projects.

3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.

4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate of Completion and Reimbursable Project Costs is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the Developer may submit more than one of Completion and Reimbursable Project Costs as appropriate stages of the CID Projects are completed, and the City shall consider and approve each Certificate of Completion and Reimbursable Project Costs provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Developer shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

BUC-EE'S SPRINGFIELD, LLC

By: _____
Name: _____
Title: _____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Cottle's Range Community Improvement District

By: _____
Name: _____
Title: _____

Date: _____

Exhibit 2

SCHEDULE 1 TO CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Project Costs

Exhibit 2

EXHIBIT D

FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of the _____ Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for administering the CID Sales Tax in the amount of one and one-half percent (1.5%) of the total CID Sales Tax Revenues.

2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.

3. The District's total CID Sales Tax Revenues for the quarter beginning on (DATE) and ending on (DATE) are: $_____.

4. The District submits to the City payment of its Administrative Fee for the quarter beginning on (DATE) and ending on (DATE) in the amount of $_____, which is 1.5% of the CID Sales Tax revenues during that period.

Dated this _____ day of _____, 20__.

COTTLE'S RANGE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____
Title: _____

Payment accepted this ____ day of _____, 20_____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____
Name: _____
Title: _____

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 05-24-22

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-125 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 462 for the purpose of permitting an automobile service garage to operate as a conditional use within the GR, General Retail District, generally located at 2808 North Kansas Expressway. (Staff and Planning and Zoning Commission recommend approval.)

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

WHEREAS, the Planning and Zoning Commission held a public hearing on May 5, 2022, made recommendations regarding specific findings of fact on the proposed conditional use, and found that the necessary conditions existed for issuance of Conditional Use Permit No. 462 for the property generally located at 2808 North Kansas Expressway and zoned GR, General Retail District; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 462; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 2808 North Kansas Expressway.

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

Section 1 – City Council adopts the Commission's specific findings of fact on the proposed conditional use, and Conditional Use Permit No. 462 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 462 is granted for the purpose of permitting an automotive service garage to operate as a conditional use within the GR,

General Retail District, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 2808 North Kansas Expressway.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 462” described in “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit D – Attachments 2 and 3” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances, and this Ordinance.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 125

FILED: 05-24-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District generally located at 2808 North Kansas Expressway (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 462

The applicant is requesting approval of a Conditional Use Permit for an automobile service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile service garage.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 shall govern and control the use and development of the land in Use Permit Number 462 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit (Exhibit D - Attachment 3).

2. Approval of this application is subject to the Requirements for Approval (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 5).

3. Approval of this request will provide for continued development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended approval, by a vote of 9 to 0 of the proposed conditional use permits (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Susan M. Istenes

Susan Istenes, AICP
Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit Number 462
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Requirements for Conditional Use Permit 462
Attachment 3, Standards and Responses for Conditional Use Permits
Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and Neighborhood comments
Attachment 5, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 462

1. An automobile washing business is permitted in conformance with Exhibit D - Attachment 5.

2. The automobile washing business shall comply with all the standards listed in Exhibit D - Attachment 3.

3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION

CONDITIONAL USE PERMIT 462

COMMENCING AT THE SOUTHWEST CORNER OF LOT ONE (1), NORTHWEST FRACTIONAL QUARTER (NW FRL1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE NORTHERLY, A DISTANCE OF 168.00 FEET; THENCE EASTERLY, A DISTANCE OF 114.03 FEET TO A RIGHT-OF-WAY MARKER SAID MARKER BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "13"; THENCE NORTH 67°38'40" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 16.82 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 02°19'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 41.83 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 02°06'14" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 174.11 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 38°05'46" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID HIGHWAY "13", TO WHERE IT INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE "44", A DISTANCE OF 82.75 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 71°45'32" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44", A DISTANCE OF 293.39 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 17°20'09" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44" A DISTANCE OF 14.26 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 71°45'32" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44", A DISTANCE OF 5.20 FEET; THENCE SOUTH 02°05'07" WEST, A DISTANCE OF 400.17 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89°06'50" WEST, A DISTANCE OF 347.97 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET, HIGHWAY OR ROAD PURPOSES, ALL BEING IN GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Conditional Use Permit 462
2808 North Kansas Expressway
Applicant: Take 5 Properties SPV, LLC

Mr. Hosmer states that this is a request to permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District generally located at 2808 North Kansas Expressway. The property is currently zoned GR, General Retail. General Retail District allows automobile service garages only with a Conditional Use Permit. A site plan is required for a CUP. The Transportation Plan classifies Evergreen as a Local-Commercial Roadway. A Traffic Impact Study is not required as the trips generated by the use do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. A fee in lieu of stormwater detention is allowed.
The CUP will require the following:

- An automobile service garage is permitted in conformance with site plan, zoning ordinance, and landscaping requirements.

The application meets the approval standards for the conditional use permit and staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Sumaia Alamoudi, Fort Worth, TX and here to answer any questions and no attendees on the neighborhood meeting.

Mr. Doennig closed the public hearing.

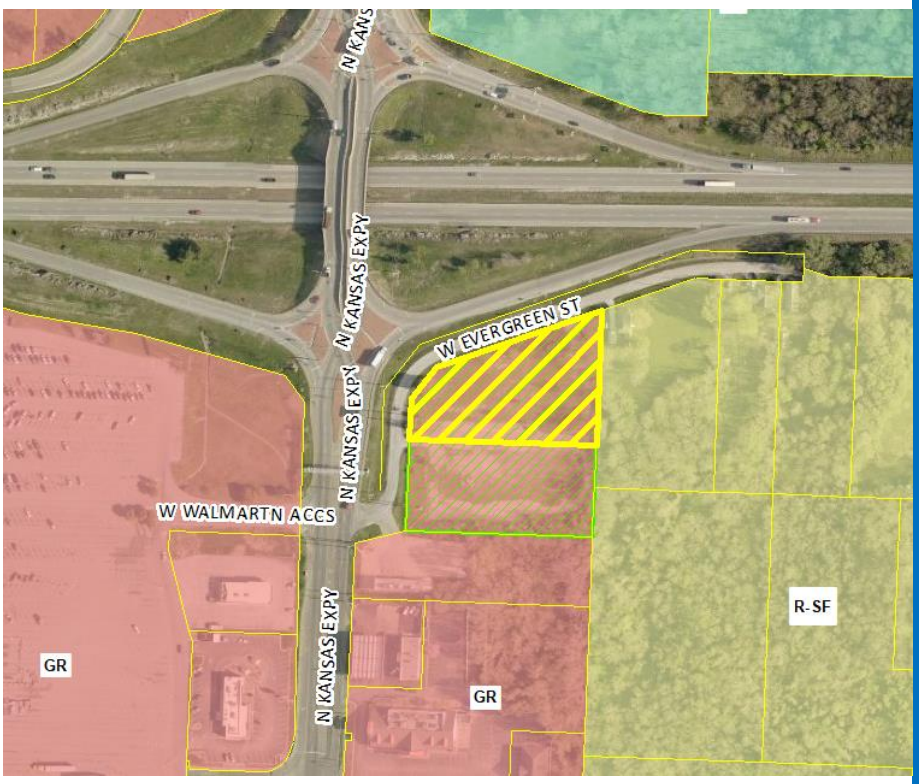
COMMISSION ACTION:
Mr. Colony motioned to **approve** Conditional Use Permit 462 (2808 North Kansas Expressway). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

EXHIBIT D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	MAY 5, 2022
CITY COUNCIL PUBLIC HEARING:	MAY 31, 2022



CASE NUMBER:
Conditional Use Permit 462

LOCATION: 2808 North Kansas Expressway

ACRES: Approximately 1.30 acres

EXISTING LAND USE: Undeveloped land

APPLICANT: Take 5 Properties SPV, LLC

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
I move to adopt staff's responses in the staff report as the findings of fact and approve CUP 462. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District generally located at 2808 North Kansas Expressway.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

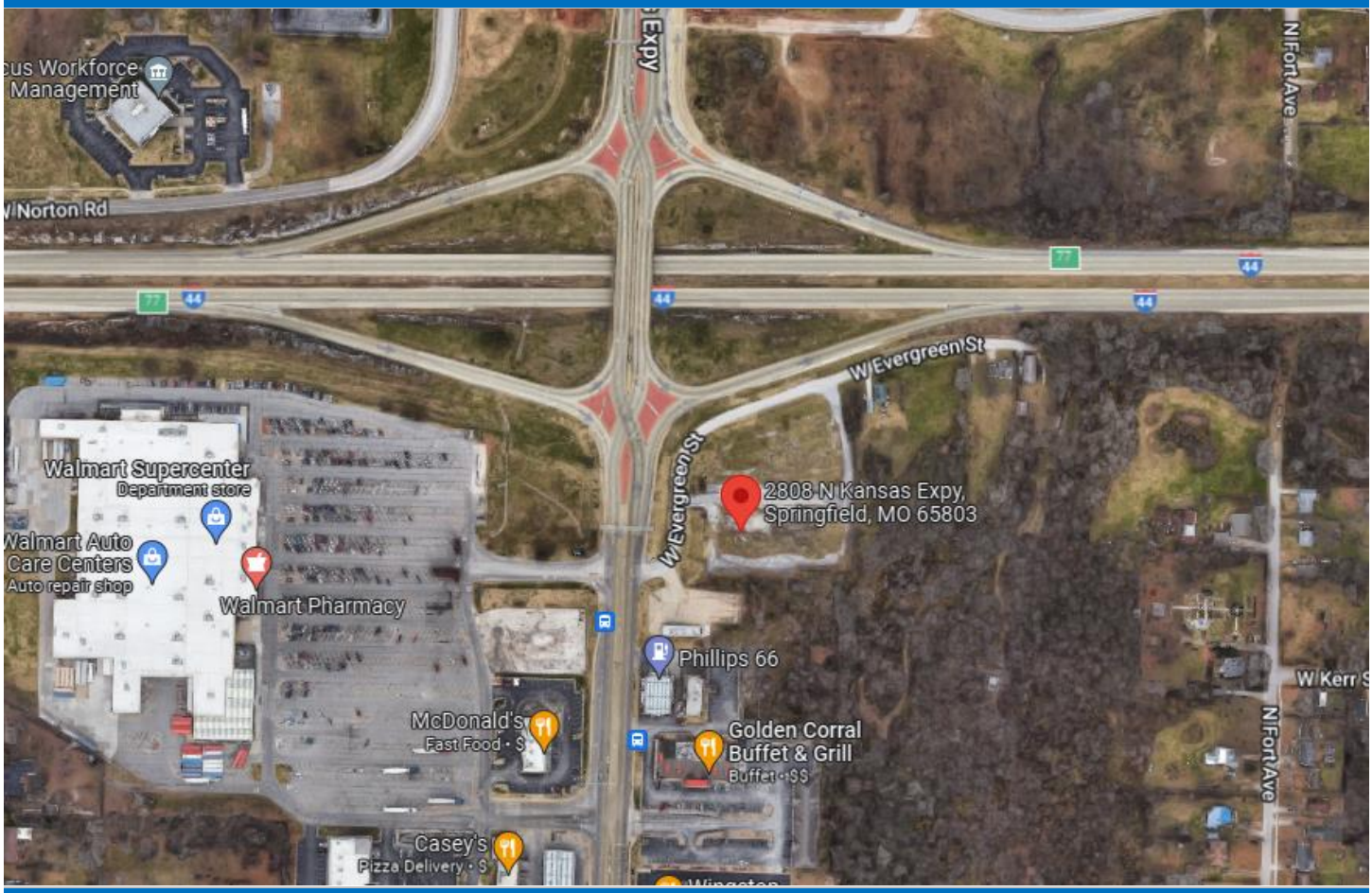
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

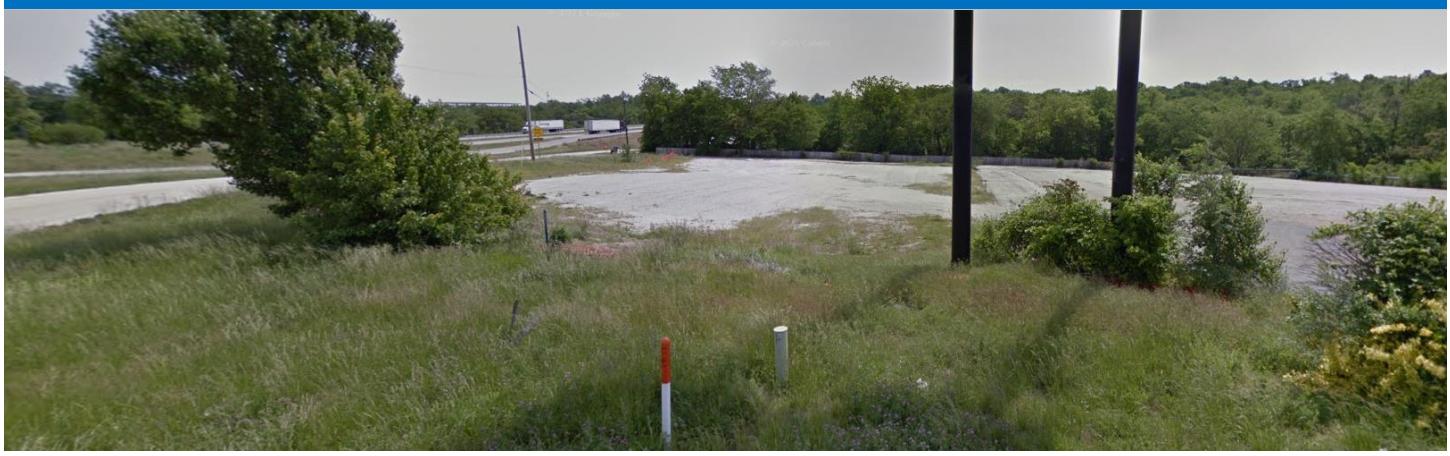
	NORTH	SOUTH	EAST	WEST
ZONING	Interstate-44 right-of-way	GR	R-SF	GR
LAND USE	Interstate	Undeveloped land	Single-family residence	Walmart Supercenter

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



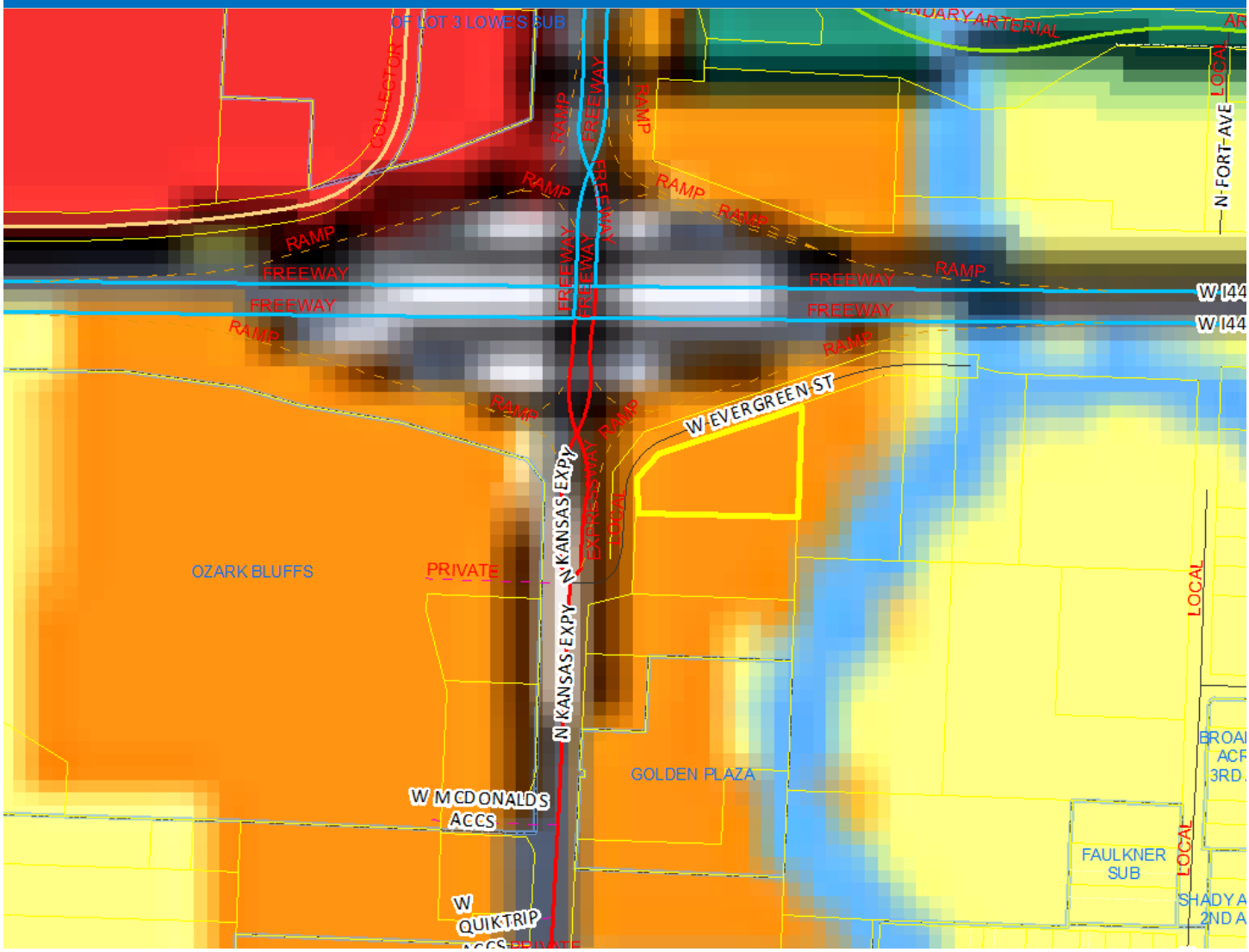
GOOGLE MAPS STREET VIEW:



Development Review Staff Report

CITY OF Springfield

GROWTH MANAGEMENT AND LAND USE PLAN:



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

PROPERTY HISTORY:

The subject property has been zoned GR, General Retail since the City-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium-Intensity Retail, Office or Housing. This category is sited at locations identified as Activity Centers and is similar to the Medium- Intensity Retail, Office or Housing except that the density and intensity of land development is expected to be greater.

The subject property is located with the Interstate-44 and Kansas Expressway Activity Center. It is intended that additional development be concentrated in and around the Activity Centers so as to optimize transportation investments,

citizen convenience, investor confidence, a compact growth pattern, and a sense of urban excitement. Land in each Activity Center would be intensively and efficiently used.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automobile service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile service garage.

2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

3. The subject property is located within the Interstate-44 and Kansas Expressway Activity Center and is adjacent to the Interstate.

4. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.

5. A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.

6. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on April 14, 2022 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

Development Review Staff Report

DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 462

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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

FIRE DEPARTMENT COMMENTS:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** 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, 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
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.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Evergreen Street as a Local-Commercial Roadway. The standard right-of-way width for W. Evergreen Street is 30-feet from the centerline. The Preliminary Plat approved in 2021 shows an additional 5-feet of right of way which meets the required width. 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. Evergreen Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no traffic counts for W. Evergreen Street since it is classified as a Local roadway. On-street parking is allowed along W. Evergreen Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Evergreen Street. Any additional access allowed must meet existing standards for the roadway classification set forth in City Code Chapter 98.

SIDEWALK

There is not existing sidewalk along the property frontage along W. Evergreen Street. The developer has already been approved to pay a fee in lieu of sidewalk construction and the fee has been paid.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along the property frontage of this development on W. Evergreen Street, however there are two in the vicinity along N. Kansas Expressway. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required.

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	W. Evergreen Street	Local - Commercial	Yes	30	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	16	67	720	
***Proposed Trips Generated**	16	67	720	
Additional Trips Generated	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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL USE PERMIT 462

1. An automobile service garage is permitted in conformance with Attachment 5.
2. The automobile service garage shall comply with all the standards listed in Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 462

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's response:**	**Staff response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed conditional use is consistent with the adopted policies in the Springfield Comprehensive Plan.	This application is consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which designates this area as appropriate for Medium-Intensity Retail, Office or Housing. The subject property is located within the Interstate-44 and Kansas Expressway Activity Center and is adjacent to the Freeway.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed conditional use will adequately provide for safety from fire hazards and will have effective measures of fire control.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to	The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
eliminate or mitigate such glare are proposed.	shield or direct such lights so as to eliminate or mitigate such glare are proposed. All parking areas will be properly shielded to eliminate these issues.	
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The location, lighting and type of signs used on this site will be reviewed at a later date and will comply with all applicable rules and regulations.	The development will be subject to the signage standards of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	The signs designed will consider adjacencies and will not create any adjacency issues.	The development will be subject to the signage standards on the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The street right-of-way and pavement width in the vicinity is adequate for traffic reasonably expected to be generated by the proposed use.	Public Works Traffic Division has reviewed the application and has determined that the street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	It is not anticipated that the proposed use will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial uses and located adjacent to a Interstate.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify	The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally	It is not expected that the proposed development will negatively affect any significant

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site. No features as mentioned previously are found on-site.	natural topography or physical features.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The proposed conditional use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. No features as mentioned previously are found on-site.	The subject property in currently in poor condition and does not exhibit these features.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed conditional use otherwise complies with all applicable regulations of this article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed use is required to comply with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public. The property has been vacant for quite some time and the development of the property will assist in the redevelopment of this area.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Off-street parking and loading areas will be provided in accordance with the standards set out in sections 36-455, 36-456, and 36-483 and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Adequate access roads or entrance or exit drives have been presented with this application and site plan.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or	The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
undue interference and inconvenience to vehicular and pedestrian travel.	interference and inconvenience to vehicular and pedestrian travel.	required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed use will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	No Existing structures are to be used in the development of this proposed project.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed conditional use is served adequately by public facilities and services. The applicant is responsible for the establishment and provision such services.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: T5 Oil Change
2. Meeting Date & Time: 04/14/2022 4:00 – 6:30 pm
3. Meeting Location: Courtyard Springfield Airport
4. Number of invitations that were sent: 32
5. How was the mailing list generated: City Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   The adjacent neighbor simply inquired about project timelines and asked about an old fence on the property.
   – We plan to make the plan details clear on the fence and our intentions with the fence.

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

   No written comments provided

I, Janice N. Barbee (*print name*), attest that the neighborhood meeting was held on 04/14/2022 (*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."

Janice N. Barbee
Signature of person completing affidavit

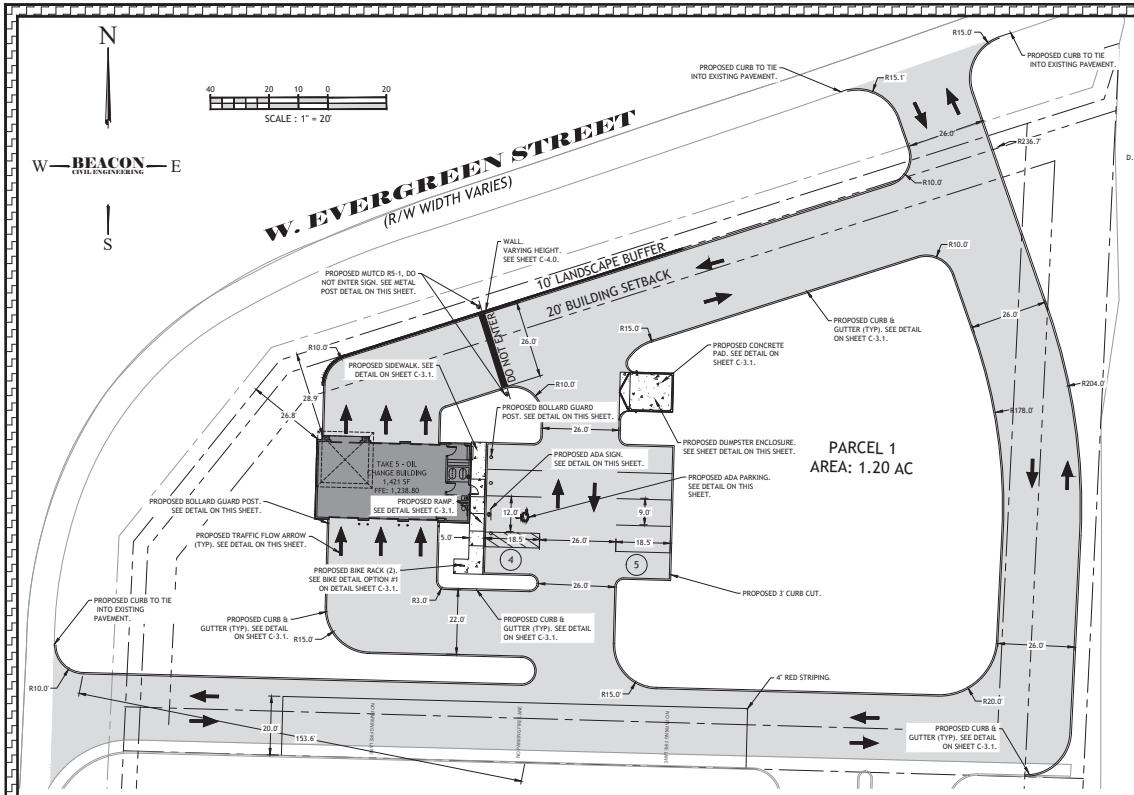
Janice N. Barbee
Printed name of person completing affidavit

Conducted By: Jurice W. Barber MSP
Beacon Civil Engineering

4/14/22

- Neighborhood Meeting
- Springfield TS Car Wash/Oil Change

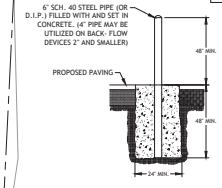
Sandra Ingram 1426 W. Evergreen



LEGEND

- PARCEL BOUNDARY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- PROPOSED BUILDING FOOTPRINT
- PROPOSED CONCRETE. SEE DETAIL ON SHEET C-3.1.
- PROPOSED ASPHALT. SEE DETAIL ON SHEET C-3.1.
- PROPOSED PARKING COUNTER

NOTE: LIGHTER TONE INDICATES EXISTING CONDITION



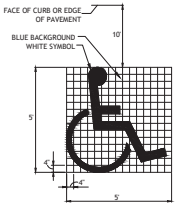
INSTALLATION

BOLLARD GUARD POST

N.T.S.

METAL POST DETAIL

WEIGHT OF POST SHALL BE 2 LBS./FT. MIN.



UNIVERSAL SYMBOL OF ACCESSIBILITY DETAIL

NOTES:
1. ALL WORK SHALL CONFORM TO LATEST REVISION OF MDOT INDEXES 711-001 & 700-102.
2. PAVEMENT SLOPE @ HANDICAP PARKING & LOADING AISLES SHALL NOT EXCEED 2% IN ALL DIRECTIONS.

HANDICAP PARKING DETAILS

N.T.S.

SITE INFORMATION:

SITE DATA

TOTAL SITE AREA:	1.30 AC (56,461 SF)
EXISTING USE:	VACANT LOT
PROPOSED USE:	AUTOMOTIVE OIL CHANGE
FLOOD ZONE:	ZONE "X" PER FEMA FIRM PANEL NUMBER: 29077C0331E DATED 12/17/2010
ZONING:	GENERAL RETAIL, CONDITIONAL USE
BUILDING HEIGHT:	1 STORIES / 20'
BUILDING SQ. FOOTAGE:	1,421 SF
FLOOR AREA RATIO (FAR):	0.03

SETBACKS

BUILDING:	REQUIRED:	PROVIDED:
FRONT (NORTH)	20'	28.9'
REAR (EAST):	20'	213.3'
SIDE (SOUTH):	0'	80.9'
FRONT (WEST):	20'	26.8'

PARKING/LOADING

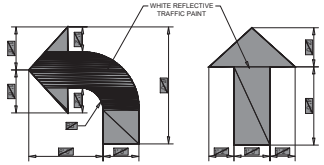
PARKING FOR OIL CHANGE:	2 SPACES / SERVICE BAY PLUS ONE FOR EACH EMPLOYEE
REQUIRED PARKING:	(3 BAYS * 2 SPACES/BAY) + (3 EMPLOYEES * 1 SPACE/EMPLOYEE) = 9 SPACES
PROPOSED PARKING:	8 SPACES (9' x 18.5')
	1 ADA SPACES (12'x18.5')
PROPOSED PARKING:	9 SPACES
BIKE PARKING:	2 BIKE SPACES REQUIRED WHEN PROVIDING BETWEEN 1 AND 50 PARKING STALLS
PROPOSED BIKE PARKING:	2 SPACES

PROPERTY OWNER

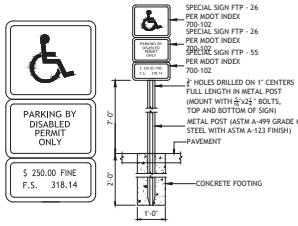
MAGERS LODGINGS INC ETAL
2776 S CAMPBELL AVE
SPRINGFIELD, MO 65807

SITE NOTES

1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING IMPROVEMENTS AND TREES AND OTHER DEBRIS WITHIN THE LIMITS OF THE WORK FROM THE SITE. ON SITE BURIAL OF TREES AND OTHER DEBRIS WILL NOT BE ALLOWED. THERE ARE NO KNOWN INERT BURY PITS ON THE SITE AND NONE WILL BE ALLOWED DURING THE CONSTRUCTION OF THE PROJECT.
2. ALL WORK SHALL COMPLY WITH ALL GOVERNING JURISDICTIONS, STATE OF MISSOURI, AND FEDERAL CODES AND ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
3. ALL WORK SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER, AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.
4. ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED MATERIALS ARE AUTHORIZED BY THE OWNER PRIOR TO USE.
5. ALL WORK PERFORMED ON CITY, COUNTY, AND/OR STATE OR FEDERAL RIGHT-OF-WAY SHALL BE IN STRICT CONFORMANCE WITH APPLICABLE STANDARDS AND SPECIFICATIONS OF THE APPROPRIATE GOVERNING AGENCIES.
6. BASE COURSE MATERIALS, EQUIPMENT, METHODS OF CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO "STATE OF MISSOURI TRANSPORTATION STANDARD SPECIFICATIONS", CURRENT EDITION.
7. ALL BUILDING DIMENSIONS SHALL BE CHECKED AND COORDINATED WITH THE ARCHITECTURAL PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. SEE SHEET C-X FOR DETAILS.
9. ALL DISTURBED AREAS WITHIN SIDEWALK/ CURB AND GUTTER/ ROAD PAVEMENT SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITIONS.
10. ALL DIMENSION ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
11. THE PROPOSED DEVELOPMENT SHALL NOT IMPACT GROUND AND SURFACE WATER FLOWS ADJACENT TO THE SITE.
12. THE PROPOSED DEVELOPMENT SHALL NOT IMPACT ANY FLOODWAYS ADJACENT TO THE SITE.
13. BASE ON MISSOURI BUILDING CODE (2001) THIS SITE IS LOCATED IN A ZONE OF ZERO SEISMIC PROBABILITY.
14. ALL SIDEWALKS SHALL HAVE A WIDTH OF 5 FEET, UNLESS OTHERWISE NOTED.
15. ALL RADII SHALL BE 3 FEET, UNLESS OTHERWISE NOTED.
16.

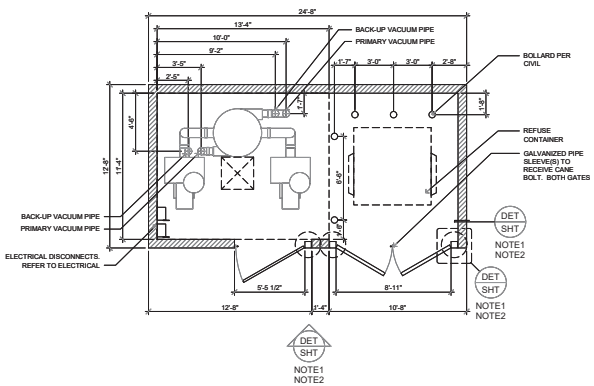


TRAFFIC FLOW ARROWS



ELEVATION

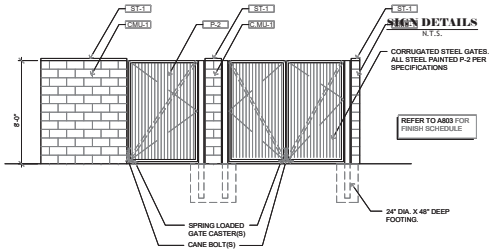
SIGN NOTES:
1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE RUSTPROOF.
2. CONCRETE FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I.
3. SIGNS WILL BE FABRICATED BY USING REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.
4. MESSAGE LETTERING SHALL BE UPPER CASE (WHITE)(SERIES B) 2" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595a, COLOR #15180).
6. SIGN POST SHALL BE MIN. 2'-0" CLEAR FROM BACK OF CURB.



OWNER FURNISHED PRODUCTS AND NOTES

1. VACUUM EQUIPMENT FURNISHED AND INSTALLED BY OWNER'S CONTRACTOR.
2. GENERAL CONTRACTOR SHALL FURNISH AND INSTALL UNDERGROUND VACUUM SUCTION PIPES. REFER TO A100 FOR MORE INFORMATION.

REFER TO CIVIL PAVING DRAWINGS FOR ALL PAVING SPECIFICATIONS AND DIMENSIONAL CONTROLS.



SIGN DETAILS

N.T.S.

CORRUGATED STEEL GATES. ALL STEEL PAINTED P-2 PER SPECIFICATIONS

REFER TO A803 FOR FINISH SCHEDULE

ELEVATION - A

ISSUED FOR PERMITTING

NO.	BY	DATE	APPROVED BY:	DD	JOB NO.:	2151-2
			DRAWN BY:	MK	ISSUE DATE:	01-13-22
			CHECKED BY:	TC	REVISION DESCRIPTION	

811 Missouri One Call — Know what's below. Call BEFORE you dig.

STATE OF MISSOURI — DANIEL DEHON — NUMBER PE - 2020040591 — PROFESSIONAL ENGINEER

DANIEL DEHON, PE #2020040591

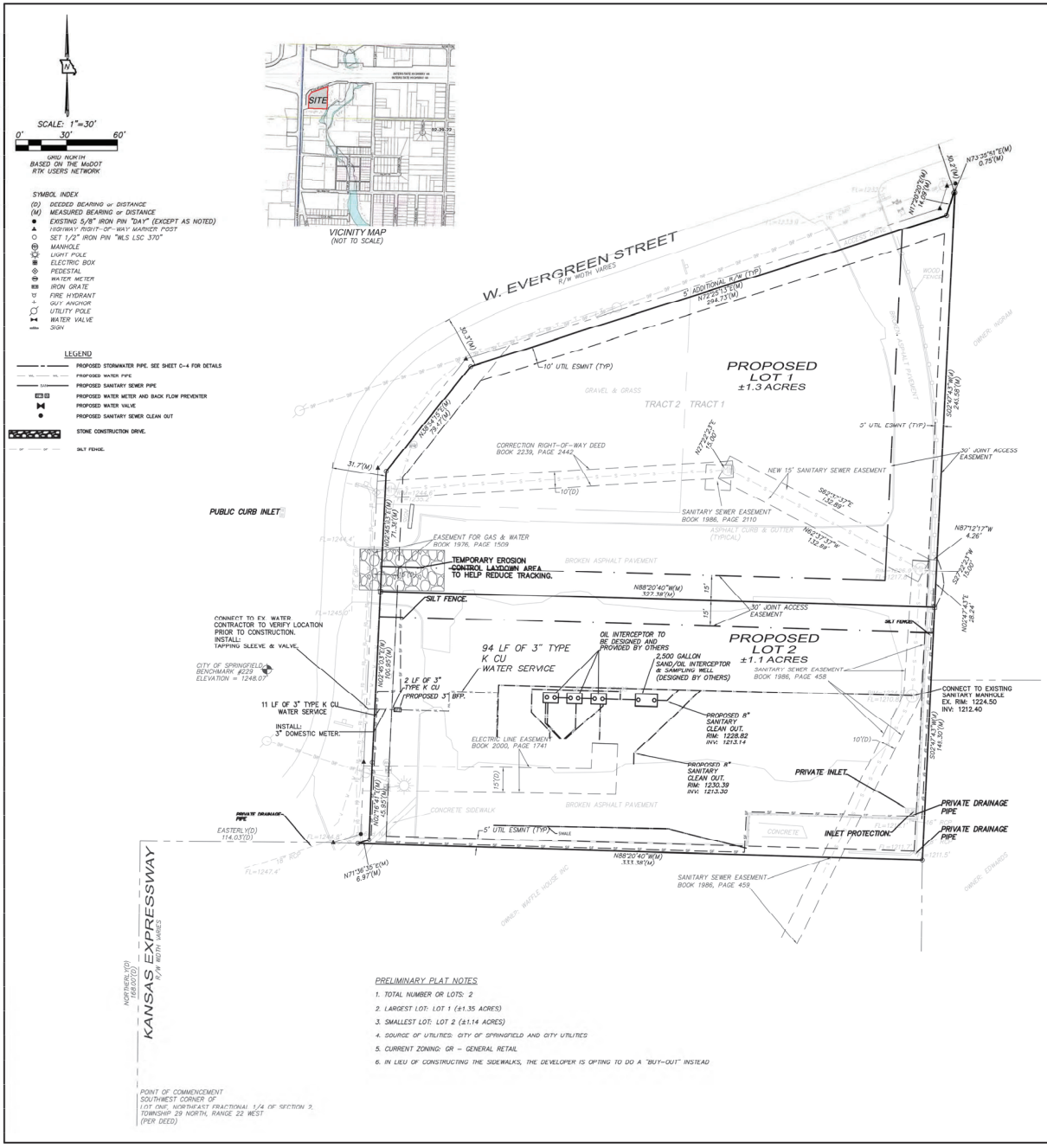
BEACON CIVIL ENGINEERING
LAND DEVELOPMENT ENGINEERS
8345 GUINN HIGHWAY
TAMPA, FL 33626

TAKE 5 OIL CHANGE

OF SPRINGFIELD
2808 NORTH KANSAS EXPRESSWAY

SHEET NAME: SITE PLAN

SHEET NUMBER: C-3.0



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 168.00 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°36'30"I, A DISTANCE OF 17.22 FEET TO AN EXISTING 60d NAIL;
THENCE, N02°16'41"I, A DISTANCE OF 42.51 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER;
THENCE, N02°45'03"I, A DISTANCE OF 173.99 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER;
THENCE, N38°54'15"I, A DISTANCE OF 82.61 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER;
THENCE, N72°25'13"I, A DISTANCE OF 293.63 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER;
THENCE, N17°20'20"I, A DISTANCE OF 14.16 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER;
THENCE, N73°35'51"I, A DISTANCE OF 5.16 FEET TO AN EXISTING IRON PIN;
THENCE, S02°47'43"I, A DISTANCE OF 400.17 FEET TO A SET 1/2" IRON PIN WITH A CAP STAMPED "WLS LSC 370";
THENCE, N88°20'40"I, 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 OR 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

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

STATE OF MISSOURI
MICHAEL WHITE
NUMBER PLS-002488
PROFESSIONAL LAND SURVEYOR

07/27/2021

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S-0.0

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 05-24-22

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-126 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 463 for the purpose of permitting a self-service storage facility to operate as a conditional use within the GR, General Retail District, with Conditional Overlay District No. 78, generally located at 543 West Old Weaver Road. (Staff and Planning and Zoning Commission recommend approval.)

_____

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

WHEREAS, the Planning and Zoning Commission held a public hearing on May 5, 2022, made recommendations regarding specific findings of fact on the proposed conditional use, and found that the necessary conditions existed for issuance of Conditional Use Permit No. 463 for the property generally located at 543 West Old Weaver Road and zoned GR, General Retail District, with Conditional Overlay District No 78; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 463; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 543 West Old Weaver Road.

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

Section 1 – City Council adopts the Commission's specific findings of fact on the proposed conditional use, and Conditional Use Permit No. 463 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 463 is granted for the purpose of

permitting a self-service storage facility to operate as a conditional use within the GR, General Retail District, with Conditional Overlay District No. 78, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 543 West Old Weaver Road.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 463” described in “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit D – Attachments 2 and 3” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances, and this Ordinance.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-126

FILED: 05-24-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit a self-service storage facility with a Conditional Use Permit in a GR, General Retail District, with Conditional Overlay District No. 78 generally located at 543 W. Old Weaver Road. (Planning and Zoning Commission and staff recommends approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 463

The applicant is requesting approval of a Conditional Use Permit on approximately 3.68 acres in a GR, General Retail District, to allow a three story, climate-controlled storage facility with approximately 700 storage units of varying sizes and a drive-thru lane.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 and 4 shall govern and control the use and development of the land within Conditional Use Permit No. 463 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office, or Housing.

3. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended approval, by a vote of 9 to 0 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Susan Istenes, AICP
Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit Number 463
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
- Attachment 1, Department Comments
- Attachment 2, Requirements for Conditional Use Permit
- Attachment 3, Standards and Responses for Conditional Use Permits
- Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary
- Attachment 5, Proposed CUP Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 463

1. A self-service storage facility, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5 (site plan).

2. Self-service storage facilities, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Section 36-363(10), as set forth in Attachment 3.

3. The standard right-of-way width for W. Old Weaver Road is 60-feet from the centerline. Approximately 10 feet of additional right of way is needed along W. Old Weaver Road. 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. Driveway spacing for all existing and new driveways shall be in accordance with City Code Section 36-251 and Sections 8 & 10 of the Public Works Design Standards. Any new/modified driveway approaches must comply with current City Standard ST-9 and City Code Section 98.

4. Sidewalk is required along the entire length of property frontage of W. Old Weaver Road at the time of development. The developer has the option to request approval from the ARC to pay a fee-in-lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

5. Development must abide by the interior and perimeter landscaping requirements of the Zoning Ordinance. A landscaping plan shall be submitted that meets the requirements of Sections 36-363 and 36-482 of the Zoning Ordinance.

6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 463

A tract of land being a part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deeds recorded in the Greene County Recorder's Office in Book 2007 at Page 018190-07 and Book 2007 at Page 018191-07, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 14; thence N88°22'59"W, along the South line of said SE¼ of the SE¼, a distance of 218.00 feet for a POINT OF BEGINNING; thence continuing N88°22'59"W, along said South line, 292.00 feet to the Southeast corner of a tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1079 at Page 539; thence N01°58'32"E, along the East line of said Book 1079 at Page 539, 165.00 feet; thence N88°22'59"W, along the North line of said Book 1079 at Page 539, 150.00 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 165.00 feet to a point on said South line of the SE¼ of the SE¼; thence N88°22'59"W, along said South line, 28.05 feet; thence N01°37'01"E, 25.00 feet to a point on the Southerly Right-of-Way line of Weaver Road, as it now exists; thence along said Southerly Right-of-Way line the following seven (7) courses: 1) along a non-tangent curve to the left, said curve having a radius of 436.50 feet, an arc length of 120.18 feet, a central angle of 15°46'29" and a chord distance of 119.80 feet which bears N25°36'14"W; 2) N05°05'20"E, 38.29 feet; 3) along a non-tangent curve to the left, said curve having a radius of 635.00 feet, an arc length of 18.35 feet, a central angle of 1°39'20" and a chord distance of 18.35 feet which bears N43°25'59"E; 4) along a reverse curve to the right, said curve having a radius of 494.71 feet, an arc length of 444.86 feet, a central angle of 51°31'21" and a chord distance of 430.02 feet which bears N68°20'55"E; 5) S85°53'26"E, 175.46 feet; 6) S88°15'59"E, 53.02 feet; 7) S43°16'31"E, 49.78 feet; thence S88°04'00"E, 1.40 feet to a point on the West Right-of-Way line of Campbell Avenue, as it now exists; thence S01°56'00"W, along said West Right-of-Way line, 145.25 feet to the Northeast corner of said Book 1079 at Page 539; thence N88°24'08"W, along the North line of said Book 1079 at Page 539, 147.78 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 165.00 feet to the POINT OF BEGINNING.

Containing 3.68 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Conditional Use Permit 463
543 West Old Weaver Road
Applicant: Burning Tree Consulting, LLC

Mr. Hosmer states that this is a request to permit a self-service storage facility with a Conditional Use Permit in a GR, General Retail District, with Conditional Overlay District No. 78 generally located at 543 W. Old Weaver Road. The property is currently zoned GR, General Retail. General Retail District allows self-service storage facilities only with a Conditional Use Permit.

A site plan is required for a CUP. The Plan classifies Old Weaver Road as a Local – Commercial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. A fee in lieu of stormwater detention will need further analysis.

The CUP will require the following:

- A self-service storage facility is permitted in conformance with site plan, zoning ordinance, and landscaping requirements,

- Possible right of way dedication along Old Weaver Road depending on survey and comply with City driveway spacing, sidewalk along Old Weaver.

The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 St. Louis and spoke about the 3 story self-storage facility and have 30 parking spaces with approximately 700 storage units and still working through the design but will have a lot of glass similar to 65 Self Storage.

Mr. Knuckles asked if the pipeline company will allow the bike racks out of the easement.

Mr. Haase has been coordinating with company and will probably have to be moved.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

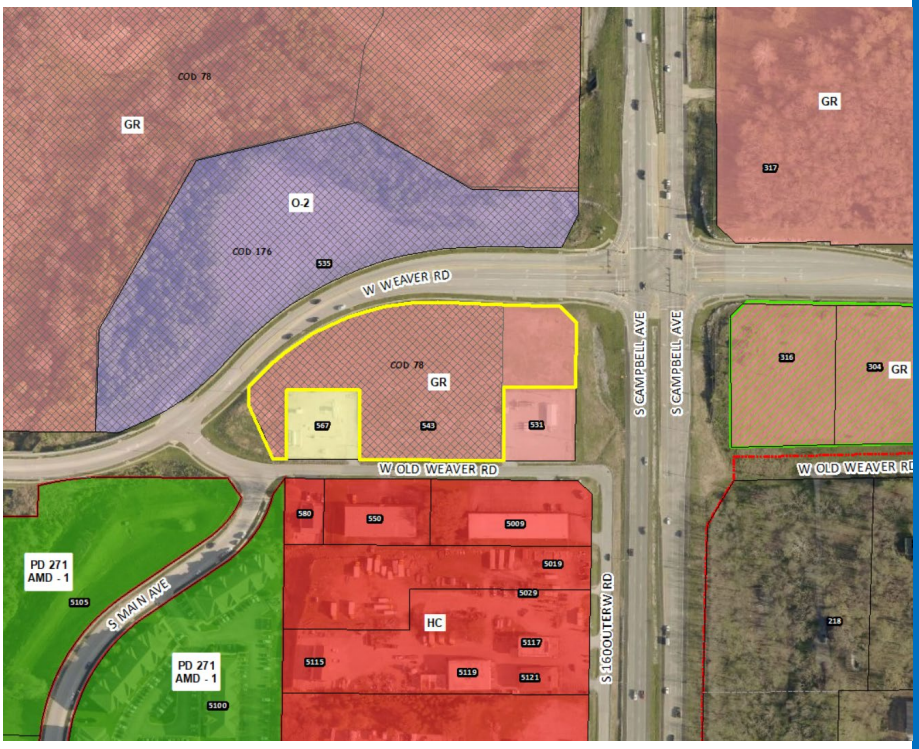
Mr. Knuckles motioned to **approve** Conditional Use Permit 463 (543 West Old Weaver Road). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	MAY 5, 2022
CITY COUNCIL PUBLIC HEARING:	MAY 31, 2022



CASE NUMBER:
Conditional Use Permit 463

LOCATION: 543 W. Old Weaver Road

ACRES: Approximately 3.68 acres

EXISTING LAND USE:
Vacant/undeveloped land

APPLICANT: Burning Tree Consulting, LLC

STAFF: Daniel Neal, Senior Planner

STAFF RECOMMENDATIONS:
Approve w/Conditions

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

SUMMARY OF REQUEST:

This is a request to allow self-service storage facilities with a Conditional Use Permit in a GR, General Retail District, with Conditional Overlay District No. 78 generally located at 543 W. Old Weaver Road.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing.

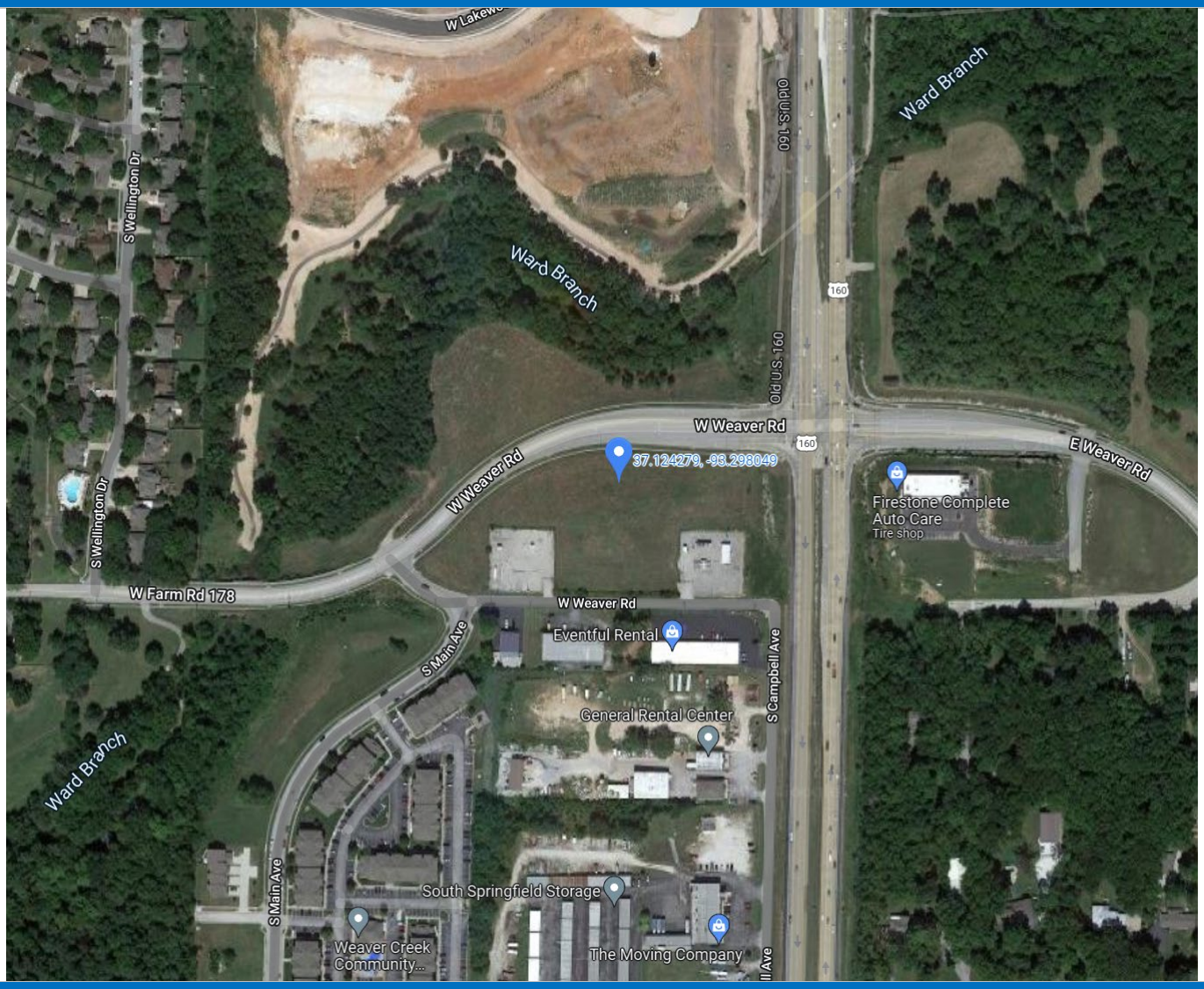
3. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

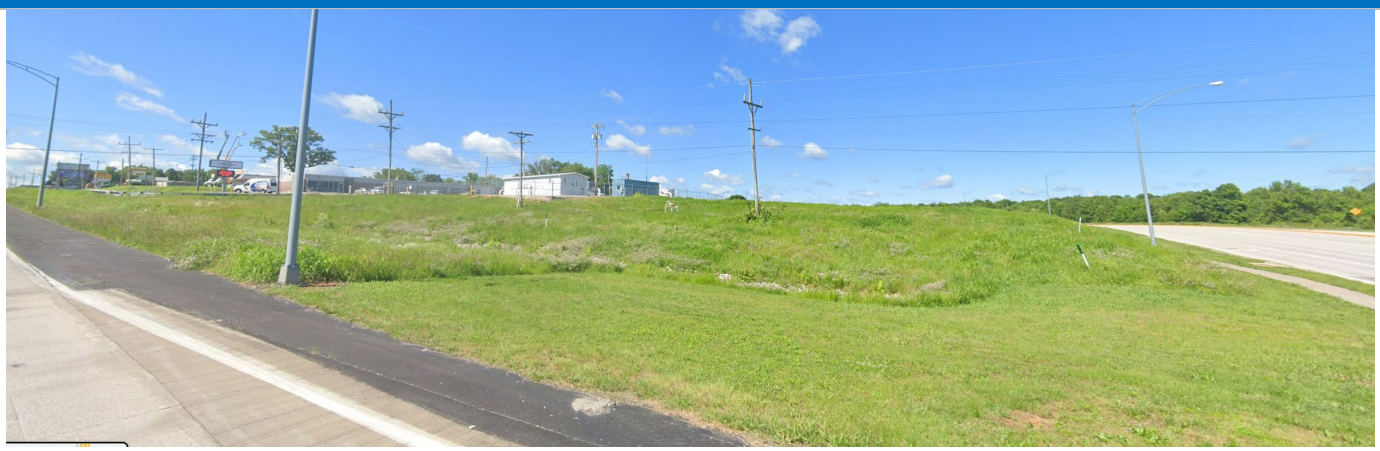
	NORTH	SOUTH	EAST	WEST
ZONING	O-2	HC	GR	O-2
LAND USE	Vacant/undeveloped	Office and retail uses	Natural gas substation and automotive garage	Vacant/undeveloped

Development Review Staff Report

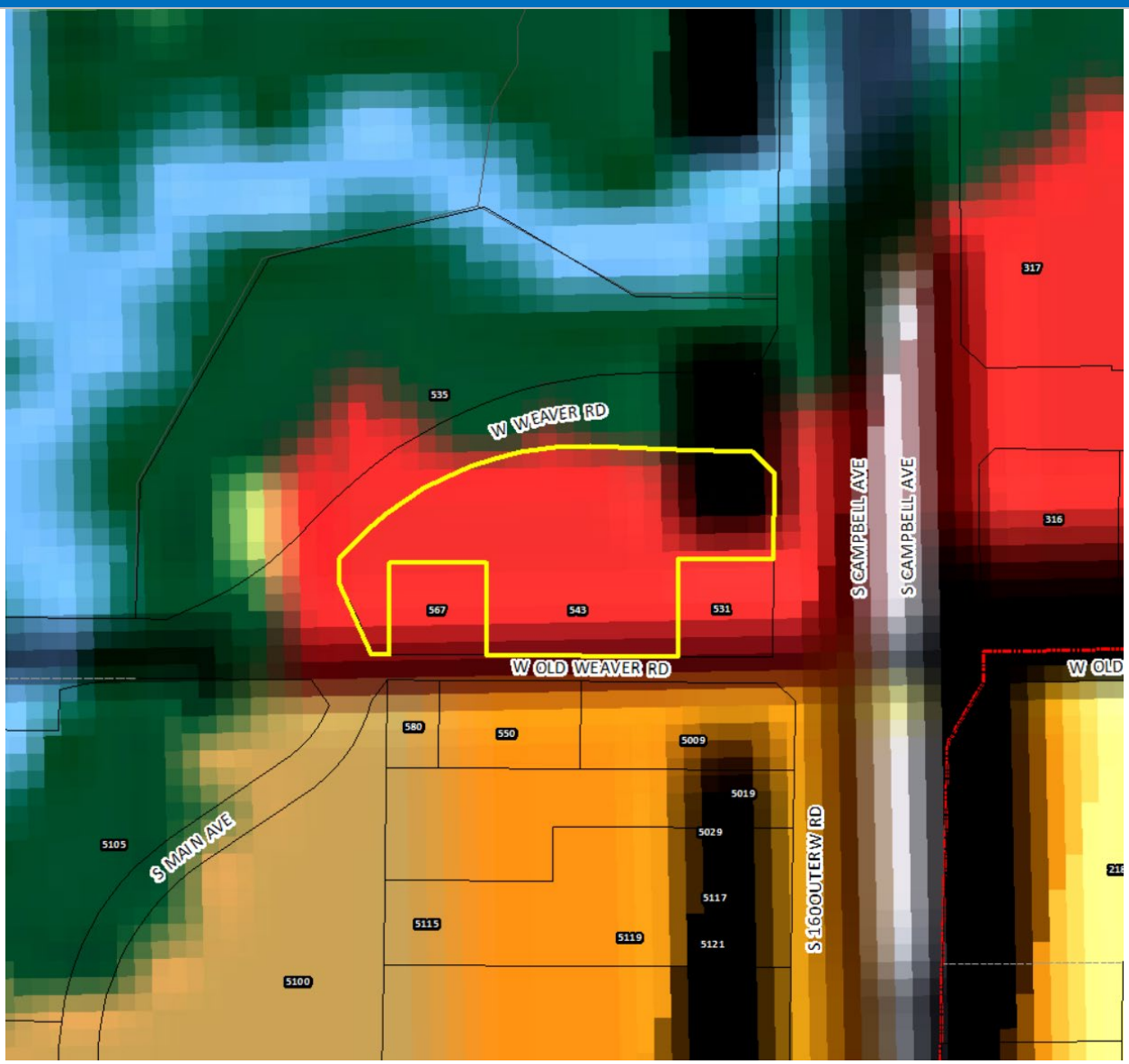
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



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

PROPERTY HISTORY:

The subject property was annexed into the City in 1998 and 2003. The northeast portion of the subject property was rezoned to GR when annexed in 1998 and the remaining portion along Old Weaver Rd. was rezoned to GR with COD #78 in 2014.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit in a GR, General Retail District, to allow a three story, climate-controlled storage facility with approximately 700 storage units of varying sizes and a drive-thru lane.

2. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the GR, General Retail District, requirements.

3. There are two adjacent natural gas substations owned by Williams Natural Gas Company. One of the adjacent natural gas substations is zoned R-SF and is concurrently being rezoned to GR so that bufferyards are not required between the proposed self-service storage use and it. If the natural gas substation is not rezoned to GR as proposed, then a bufferyard Type F is standard on GR property when they abut property zoned R-SF, as is the case here. This bufferyard is typically 25 feet wide but can be reduced down to a 20-foot width should the bufferyard contain a six-foot wood privacy fence or other form of permitted screening; however, because this property's width varies greatly, certain portions of this bufferyard will be eligible for dramatically reduced width and planting requirements. Where the property width is less than 100 feet wide, the bufferyard must be at least five feet wide and contain 15 shrubs for every 100 feet of bufferyard length. Where the property width is between 100 and 150 feet wide, the bufferyard must be 10 feet wide and contain one understory tree, two evergreen trees, and 10 shrubs for every 100 feet of bufferyard length. Where the property width is between 150 and 200 feet wide, the bufferyard must be 15 feet wide and contain one canopy tree, one understory tree, two evergreen trees, and 10 shrubs for every 100 feet of bufferyard length. Each of these reduced widths would require a six-foot wood privacy fence or other form of permitted screening.

4. Perimeter landscaping shall be provided where a parking lot or vehicular use area is within 50 feet of a public right-of-way, excluding alleys, and there is not an intervening building. Perimeter landscaping areas shall be protected from vehicular encroachment or overhang through appropriate wheel stops or curbs. The perimeter landscape treatment shall consist of the following. The location of the perimeter landscaping shall be based on the existing street right-of-way or the street right-of-way standard for the street functional classification, whichever is greater.

    a. A landscape area located within 30 feet of the adjacent street right-of-way containing at least ten square feet of open space for each one foot of street frontage. The landscape area shall be arranged to create a strip at least five feet wide directly adjacent to the street right-of way and to accommodate the required plantings. Preference shall be given to massing landscape areas at access drives to the site. The perimeter landscape area shall not be counted towards the required interior landscaping area for the parking or vehicular use area.
    b. The plantings within the perimeter landscape area shall consist of at least one canopy tree, one understory, ornamental, or evergreen tree and four shrubs per 100 linear feet of street frontage.
    c. The landscape area located directly adjacent to the street right-of-way may be reduced to less than five feet in width but not less than two feet in width when at least 12 square feet of open space for each one foot of street frontage is provided. At least 75 percent of the required landscape area shall be located within 30 feet of the adjacent street right-of-way. The remaining 25 percent of the required open space shall be provided elsewhere on the site. In addition to the landscaping required above, four shrubs hall be planted on the site with preference given to locations within or adjacent to the parking area.

5. In all districts except the CC, Center City district, sites containing parking and vehicular use areas totaling 30 or more parking spaces or the gross area is 12,000 or more square feet, shall provide interior landscaping. A minimum of five percent of the parking or vehicular use area shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs, and trees. Gross parking area shall be determined by calculating the total area used for parking, including circulation aisles. The following additional criteria shall apply to the interior of parking and vehicular use areas:

        a. A landscaped area must abut paved areas on at least three sides or more than 75 percent of the landscaped area perimeter to qualify as an interior landscape area.
        b. Interior landscape areas shall be protected from vehicular encroachment or overhang through appropriate wheel stops or curbs.

c. There shall be a minimum of two understory trees or one canopy tree planted for each 30 parking spaces or 12,000 square feet of parking or vehicular use area, or fraction thereof.
d. Interior areas of parking and vehicular use areas shall contain planting islands located so as to best relieve the expanse of paving. Interior planting areas shall be a minimum of 100 square feet for each understory tree and 200 square feet for each canopy tree dimensioned in such a way as to provide a suitable area for planting.

6. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.

7. The applicant states that there will be a shared parking agreement between Lot 1 and Lot 2. The shared parking standards in Section 36-455, Off-street parking requirements shall be followed.

8. Sidewalk will be required along entire frontage of Old Weaver Rd. as per Section 36-471 of the Zoning Ordinance. As an alternate, a request to pay a fee in lieu of sidewalk construction may be submitted to ARC for consideration, and if approved, per Section 36-471(8), a fee calculated as of the time of payment may be made in lieu of sidewalk construction.

9. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

10. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting for this request on April 14, 2022. A summary of the meeting is attached (Attachment 4).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 8 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 463

CITY UTILITIES:

No issues with proposed CUP. Both proposed lots will have access to Elec/Gas/Water along Old Weaver, assuming Williams/Southern Star provides permission to cross their easements. They have generally been amenable to this in the past assuming all crossings will be perpendicular to their facilities.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments in allotted review time.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Public sewer is available for the parent tract but would only be available for the eastern proposed lot. Public sewer would need to be extended to serve the western lot.

2. Public improvement plans will need to be designed and constructed according to city design standards. The public improvements must be approved and constructed or escrowed before any subdivision plats or building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward 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 dependent on further analysis of the downstream stormwater system capacity. The property **is not in a stream buffer area.**

PW Stormwater has no concerns for the Conditional Use Permit. Please note that development of the property will be subject to the following conditions at the time of development. All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022 (Approved on April 4, 2022, and in effect May 4, 2022):

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. From PREDEV2022-00050 and discussions with the development team; PW Stormwater has concluded a specific requirement for detention in one of the three following courses of action (COA).

    a. COA 1 - Stormwater detention and Water Quality is designed and built for the proposed development at 543 W Old Weaver Road.
    b. COA 2 – Conduct an analysis of the downstream stormwater system; demonstrating the capacity of the downstream stormwater system will not exceed the City of Springfield's design standards and can handle the runoff generated by developing 543 W Old Weaver Road. If this is the case, then a fee in lieu of stormwater detention can be permitted, but water quality will still need to be provided on site.
    c. COA 3 - Conduct an analysis of the downstream stormwater system; demonstrating there is some residual capacity in the downstream stormwater system but not enough to meet

Springfield's design standards. In this case, the developer may also provide partial detention on-site. The plan would be to provide partial detention (and water quality) onsite to reduce flows downstream so the capacity of the downstream system still meets Springfield design standards and a fee in lieu of stormwater detention would be permitted for the remaining volume.

2. Stormwater infrastructure serving more than one property shall be submitted on public improvement plans.

3. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
   a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
   b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

4. The development will disturb greater than 1 acre of land and require water quality per Chapter 10.

5. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

6. An as-built survey of the detention and water quality improvements are required to be provided to Public Works.

7. Operation and maintenance (O & M) agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.

8. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
The City's Transportation Plan classifies W. Old Weaver Road as a Local – Commercial roadway. The standard right-of-way width for W. Old Weaver Road is 60-feet from the centerline. It appears 10 feet- of additional right of way is needed along W. Old Weaver Road. 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. Old Weaver Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
There are no recent traffic counts on W. Old Weaver Road. On-street parking is allowed on W. Old Weaver Road.

DRIVEWAY ACCESS
There is one driveway access point onto the property from W. Old Weaver Road. Additional access will be allowed as set forth in the City Code Chapter 98.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Old Weaver Road. Sidewalk is required to be constructed along the property frontage at the time of development or an application made to the ARC for approval to pay a fee in lieu of construction of sidewalk. If the applicant chooses to seek approval for a fee in lieu of and the request is approved, the fee must be paid prior to approval of a building permit. The current fee is $31.46 per linear foot.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Ward Branch Greenway Trail is in the area just north of the property pertaining to this zoning. There are no bus stops along the property frontage of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study was not required as the change in zoning does not generate an additional 100 trips in the am or pm peak or 1,000 trips in a 24-hour period.

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	W. Old Weaver Road	Local-Commercial	Yes	40	60

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	4	5	48	
***Proposed Trips Generated**	16	67	720	
Additional Trips Generated	12	62	672	

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

FIRE DEPARTMENT:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL USE PERMIT 463

1. A self-service storage facility, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5 (site plan).

2. Self-service storage facilities, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Section 36-363(10), as set forth in Attachment 3.

3. The standard right-of-way width for W. Old Weaver Road is 60-feet from the centerline. Approximately 10 feet of additional right of way is needed along W. Old Weaver Road. 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. Driveway spacing for all existing and new driveways shall be in accordance with City Code Section 36-251 and Sections 8 & 10 of the Public Works Design Standards. Any new/modified driveway approaches must comply with current City Standard ST-9 and City Code Section 98.

4. Sidewalk is required along the entire length of property frontage of W. Old Weaver Road at the time of development. The developer has the option to request approval from the ARC to pay a fee-in-lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

5. Development must abide by the interior and perimeter landscaping requirements of the Zoning Ordinance. A landscaping plan shall be submitted that meets the requirements of Sections 36-363 and 36-482 of the Zoning Ordinance.

6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 463

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's Response:**	**Staff response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	Yes. The conditional use permit follows the City's Comprehensive Plan because this parcel is shown as High Intensity Retail, Office, or Housing.	The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. All facilities will be design using the applicable City of Springfield and MUTCD traffic standards. These standards will ensure the safety of all vehicular and pedestrian traffic in and around the site.	Public Works Traffic Division has reviewed the application and has determined that the conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. All facilities will be designed to the applicable Fire Department and International Fire Code requirements. Fire hydrants will be provided to assist the fire department in its fire control efforts.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No. Stormwater detention and water quality facilities will be provided as a part of the project. If possible, the owner would like to complete a detention buyout. This will be determined during design. All stormwater conveyance facilities will be sized using the appropriate City of Springfield design standards. These standards ensure that flooding and water damage does not occur on site nor downstream of the site.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The stormwater detention for the proposed development at 543 W Old Weaver Road is required unless an analysis is submitted demonstrating the capacity of the downstream stormwater system will not exceed the City of Springfield's design standards. If this the case, then a fee in lieu of stormwater detention can be permitted, but water quality will still need to be provided on site. The developer may also provide partial detention on-site. This would apply if there is some residual capacity in the downstream stormwater system but not enough to meet Springfield's design standards. In this case, the plan would be to provide partial detention (and water quality) onsite to reduce

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
		flows downstream so the capacity of the downstream system still meets Springfield design standards and a fee in lieu of stormwater detention would be permitted for the remaining volume.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. Activities intended for the use in this development will not be considered noise in nature.	It is not anticipated that the proposed use will have noise characteristics that exceed Zoning Ordinance standards in Section 36-485.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	No. Lighting levels at the property lines will not exceed limits determined by the City of Springfield code requirements.	All exterior lighting must meet the lighting standards in Section 36-484 at the time of development.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Yes. All signage will meet the requirements of the sign ordinance. Other signage in the development will be directional and way-finding type of signs that will also meet the sign ordinance.	The development will be subject to the signage requirements of the Zoning Ordinance particularly Section 36-454, Signs.
8. Such signs will not have an adverse effect on any adjacent properties.	No. Other than the monument sign at the main entrance, the other signage will be located in the central part of the development and shall not affect the adjacent properties.	The development will be subject to the Section 36-454, Signs, of the Zoning Ordinance and is not expected to have an adverse effect on any adjacent properties.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. The city analyzed the existing right of way widths during our pre-development meeting. All roadways are in compliance with City of Springfield, MODOT, AASHTO, and MUTCD requirements. 10 feet of additional right of way will be dedicated along Old Weaver Road.	Public Works Traffic Division has reviewed the application and has determined that the existing infrastructure is adequate; however, sidewalk is required to be constructed along the property frontage on W. Old Weaver Rd. to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding	No. This development will increase the use and enjoyment of adjacent and surrounding properties as many people who may not typically travel to this	It is not anticipated that the proposed self-storage facility will have an adverse effect or be incompatible with the adjacent and surrounding properties.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	area may begin to as they utilize the new facility. All parking requirements and standards of the City of Springfield will be adhered to so this development does not negatively affect neighboring properties.	
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The proposed buildings, structures, fences, and/or walls within the conditional use permit area will be a very nice addition to the area. These new facilities will screen the blighted gas regulating stations. The bufferyards that are shown on the attached site plans follow the requirements of the current GR zoning (with COD 78) of the property. These bufferyards, associated landscaping, and screening will not dominate the vicinity and will create a subtle buffer between neighboring properties.	The site has existing commercial uses and natural gas substations to the south and east. There is vacant/undeveloped office zoning to the north and the residential to the southwest and west is far enough away to be negatively effected by the three story height. The screening and landscaping standards of the Zoning Ordinance will adequately address these issues.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. The existing topography is flat and gentle in nature. Small retaining walls may be needed to make up grade across the site.	The applicant's response adequately addresses this standard.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. There are not any know natural, scenic, or historic features of significant importance on the site.	The applicant's response adequately addresses this standard.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. All requirements have been analyzed during the pre-development and preliminary planning process and are in conformance.	The proposed site plan appears to comply with all applicable regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. The new facilities will promote the health and welfare of the public.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the	Yes. All off-street parking will be in conformance with the	The applicant appears to meet the off-street parking

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	requirements of the City of Springfield. The current zoning of the property to the west is R-SF but is in the process of being rezoned to GR.	requirements and provide bicycle parking.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. All access to the site will comply with the requirements of the City of Springfield in an effort to reduce congestion.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it meets this standard.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. The site layout has been critiqued to minimize vehicular and pedestrian conflicts by placing parking facilities close to the building entrances without significant traffic between the two facilities. Designated crosswalks will be provided at high conflict locations on and off of the site even though foot traffic to and from the site is not likely to be a high volume.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards. There is one driveway access point onto the property from W. Old Weaver Road. Additional access will be allowed as set forth in the City Code Chapter 98.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. All existing infrastructure is has been identified and designed around. New public infrastructure is being designed and constructed by the developer to service the new facilities. This includes roadway improvements, utility improvements, and associated easements.	The applicant's response adequately addresses this standard.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	No existing structures are being utilized as a part of the conditional use permit.	The site is currently vacant/undeveloped. Any new development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Yes. All of the listed services will be provided and coordinated throughout the project design, construction, and operational phases of the development.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 543 W Old Weaver Road
2. Meeting Date & Time: 04/13/2022 @ 4:00 to 6:30 PM
3. Meeting Location: The Library Center - 4653 S Campbell Ave - Community Room A
4. Number of invitations that were sent: 22
5. How was the mailing list generated: By the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   None.

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

   None.

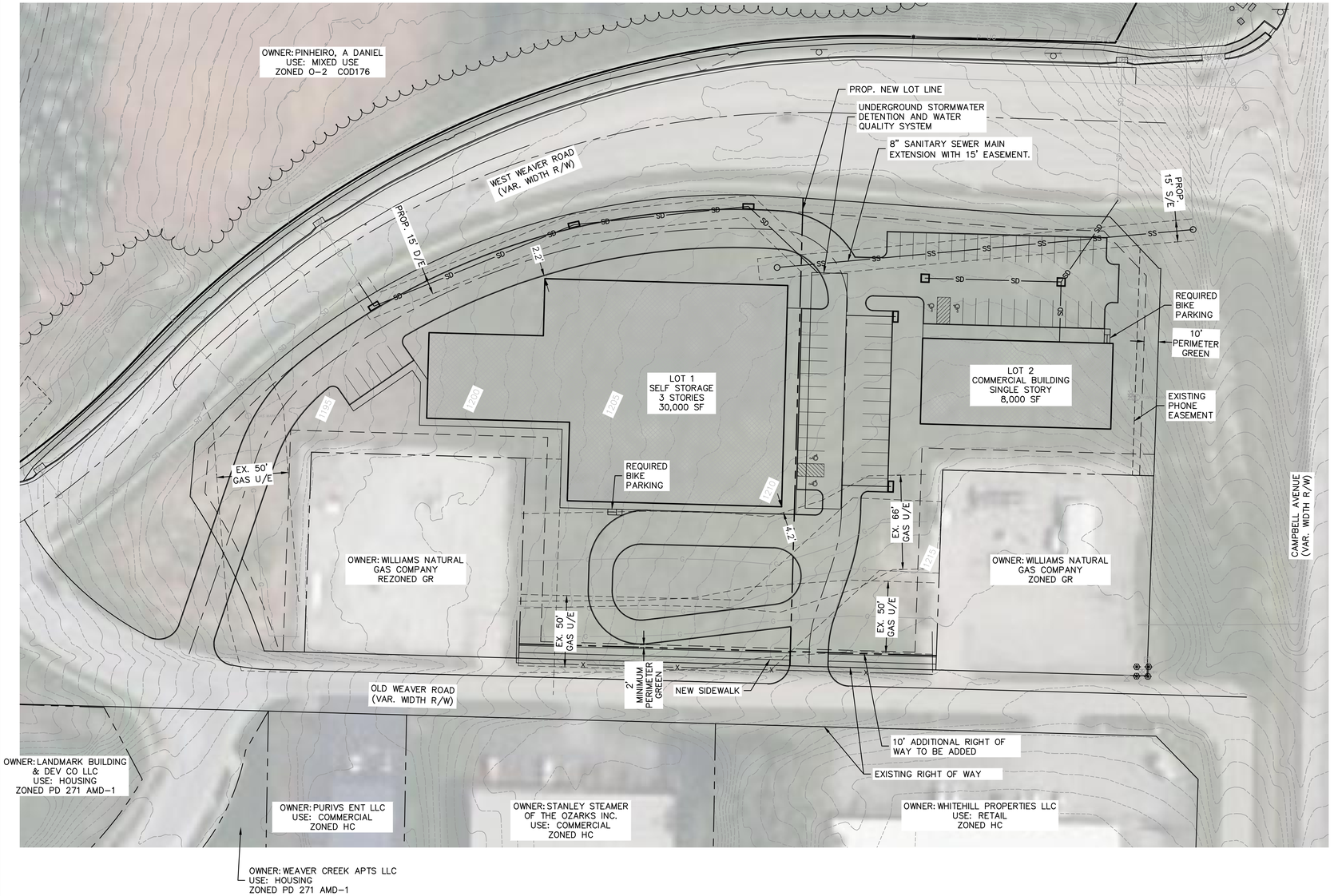
I, Ricky Haase (*print name)*, attest that the neighborhood meeting was held on 04/13/2022 (*month/date/year),* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Ricky D Haase

Signature of person completing affidavit

Ricky Haase

Printed name of person completing affidavit



UTILITY COMPANIES:

WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8888
EMAIL: Developer_Services@cityutilities.net

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

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: JOSEPH CODICHINI
PH: (417) 864-1152
EMAIL: joseph.codichini@springfieldmo.gov

TELEPHONE
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: CINDY JEFFERS
PH: (417) 836-7383
EMAIL: cb1483@att.com

COMMUNICATIONS
SPRINGNET – CITY UTILITIES
301 E. CENTRAL STREET
SPRINGFIELD, MO 65802
CONTACT: BETHANY FORRESTER, P.E.
PH: (417) 831-8529
EMAIL: bforrester@springnet.net

COMMUNICATIONS
MEDIACOM
1533 E. ENTERPRISE AVE.
SPRINGFIELD, MO 65804
CONTACT: KYLE KELLER/JAMES ROBERTS
PH: (417) 496-5877
EMAIL: kkeller@mediacomcc.com

ENGINEER:

OLSSON, INC.
RICKY HAASE
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

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

OWNER/DEVELOPER :

RW DEVELOPMENTS
RE: TRIP RHODES
2239 E. ARMORY STREET
SPRINGFIELD, MO 65804
TELE: (417) 861-0520

ZONING:

GR – GENERAL RETAIL WITH CONDITIONAL OVERLAY DISTRICT – COD 78

PRESENT USE:

VACANT

SITE PROPOSED USE:

LOT 1: SELF-SERVICE STORAGE FACILITIES
LOT 2: COMMERCIAL

PROJECT AREA:

TOTAL SITE AREA = 3.68± AC.

TOTAL GREEN SPACE:

LOT 1 GREEN SPACE REQUIRED = 0.43 AC. (20%)
LOT 1 GREEN SPACE PROVIDED = 0.85 AC. (40%)

LOT 2 GREEN SPACE REQUIRED = 0.27 AC. (20%)
LOT 2 GREEN SPACE PROVIDED = 0.59 AC. (43%)

IMPERVIOUS AREA:

LOT 1 IMPERVIOUS AREA MAX. = 1.70 AC. (80%)
LOT 1 IMPERVIOUS AREA = 1.27 AC. (60%)

LOT 2 IMPERVIOUS AREA MAX. = 1.10 AC. (80%)
LOT 2 IMPERVIOUS AREA = 0.78 AC. (57%)

SETBACKS:

FRONT YARD: 15' ALONG OLD WEAVER ROAD
ADDITIONAL R.O.W.: 10' ALONG OLD WEAVER ROAD
SIDE YARD: NONE
REAR YARD: NONE

PARKING CALCULATIONS:

LOT 1 PROPOSED USE: SELF-STORAGE
–SELF-STORAGE PARKING CODE REQUIRES 1 STALL PER 25 UNITS, 1 FOR EACH EMPLOYEE, AND 2 FOR THE OFFICE

LOT 2 PROPOSED USE: COMMERCIAL
–RETAIL IS 1 STALL PER 250 SF

THERE WILL BE A SHARED PARKING AGREEMENT BETWEEN LOT 1 AND LOT 2

OFF-STREET BICYCLE PARKING REQUIREMENTS
–FIVE PERCENT OF REQUIRED VEHICLE PARKING SPACES OR TEN SPACES, WHICHEVER IS LESS.

PARKING REQUIRED	STANDARD	ADA	TOTAL	COMBINED TOTAL
LOT 1: 30,000 S.F. SELF-STORAGE AREA =	29	2	31	
LOT 2: 8,000 S.F. COMMERCIAL AREA =	30	2	32	63

PARKING PROVIDED	STANDARD	ADA	TOTAL	COMBINED TOTAL
LOT 1: 30,000 S.F. SELF-STORAGE AREA =	6	0	6	
LOT 2: 8,000 S.F. COMMERCIAL AREA =	53	4	57	63

BIKE PARKING REQUIRED	TOTAL
LOT 1: 30,000 S.F. SELF-STORAGE AREA =	2
LOT 2: 8,000 S.F. COMMERCIAL AREA =	2

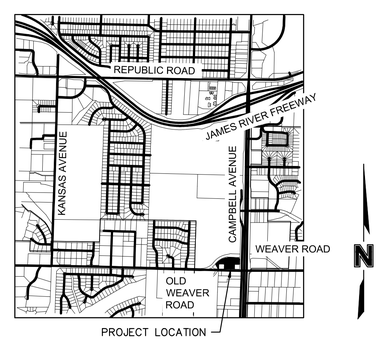
BOUNDARY DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING A PART OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEEDS RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2007 AT PAGE 018190-07 AND BOOK 2007 AT PAGE 018191-07, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE N88°22'59"W, ALONG THE SOUTH LINE OF SAID SE¼ OF THE SE¼, A DISTANCE OF 218.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N88°22'59"W, ALONG SAID SOUTH LINE, 292.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 1079 AT PAGE 539; THENCE N01°58'32"E, ALONG THE EAST LINE OF SAID BOOK 1079 AT PAGE 539, 165.00 FEET; THENCE N88°22'59"W, ALONG THE NORTH LINE OF SAID BOOK 1079 AT PAGE 539, 150.00 FEET; THENCE S01°58'32"W, ALONG THE WEST LINE OF SAID BOOK 1079 AT PAGE 539, 165.00 FEET TO A POINT ON SAID SOUTH LINE OF THE SE¼ OF THE SE¼; THENCE N88°22'59"W, ALONG SAID SOUTH LINE, 28.05 FEET; THENCE N01°37'01"E, 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEAVER ROAD, AS IT NOW EXISTS; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 120.18 FEET, A CENTRAL ANGLE OF 15°46'29" AND A CHORD DISTANCE OF 119.80 FEET WHICH BEARS N25°36'14"W; 2) N05°05'20"E, 38.29 FEET; 3) ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 635.00 FEET, AN ARC LENGTH OF 18.35 FEET, A CENTRAL ANGLE OF 1°39'20" AND A CHORD DISTANCE OF 18.35 FEET WHICH BEARS N43°25'59"E; 4) ALONG A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 494.71 FEET, AN ARC LENGTH OF 444.86 FEET, A CENTRAL ANGLE OF 51°31'21" AND A CHORD DISTANCE OF 430.02 FEET WHICH BEARS N68°20'55"E; 5) S85°53'26"E, 175.46 FEET; 6) S88°15'59"E, 53.02 FEET; 7) S43°16'31"E, 49.78 FEET; THENCE S88°04'00"E, 1.40 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE, AS IT NOW EXISTS; THENCE S01°56'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 145.25 FEET TO THE NORTHEAST CORNER OF SAID BOOK 1079 AT PAGE 539; THENCE N88°24'08"W, ALONG THE NORTH LINE OF SAID BOOK 1079 AT PAGE 539, 147.78 FEET; THENCE S01°58'32"W, ALONG THE WEST LINE OF SAID BOOK 1079 AT PAGE 539, 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.68 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.

LEGEND

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



VICINITY MAP
N.T.S.

STORMWATER DETENTION

THE STORMWATER DETENTION FOR THE PROPOSED DEVELOPMENT AT 543 OLD WEAVER IS REQUIRED UNLESS AN ANALYSIS IS SUBMITTED DEMONSTRATING THE CAPACITY OF THE DOWNSTREAM STORMWATER SYSTEM WILL NOT EXCEED THE CITY OF SPRINGFIELD'S DESIGN STANDARDS. IF THIS IS THE CASE, THEN A FEE IN LIEU OF STORMWATER DETENTION CAN BE PERMITTED, BUT WATER QUALITY WILL STILL NEED TO BE PROVIDED ON SITE. THE DEVELOPER MAY ALSO PROVIDE PARTIAL DETENTION ON-SITE. THIS WOULD APPLY IF THERE IS SOME RESIDUAL CAPACITY IN THE DOWNSTREAM STORMWATER SYSTEM BUT NOT ENOUGH TO MEET SPRINGFIELD'S DESIGN STANDARDS. IN THIS CASE, THE PLAN WOULD BE TO PROVIDE PARTIAL DETENTION (AND WATER QUALITY) ON SITE TO REDUCE FLOWS DOWNSTREAM SO THE CAPACITY OF THE DOWNSTREAM SYSTEM STILL MEETS SPRINGFIELD DESIGN STANDARDS AND A FEE IN LIEU OF STORMWATER DETENTION WOULD BE PERMITTED FOR THE REMAINING VOLUME.

EASEMENT ABBREVIATIONS:

PROP. = PROPOSED
EX. = EXISTING
S/E = SANITARY EASEMENT
E/E = ELECTRIC EASEMENT
U/E = UTILITY EASEMENT
SP/E = SPRING EASEMENT
T/E = TRAIL EASEMENT
D/E = DRAINAGE EASEMENT

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Springfield, MO 65806
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REVISIONS
REV. NO. | DATE | REVISIONS DESCRIPTION

SKETCH PLAN
CONDITIONAL USE PERMIT

PROPOSED NEW COMMERCIAL DEVELOPMENT
- 543 OLD WEAVER ROAD -
SPRINGFIELD, MISSOURI

2022

drawn by:	RAR
checked by:	RGH
approved by:	RGH
QA/QC by:	RGH
project no.:	D18-0851
drawing no.:	
date:	03.23.2022

SHEET
1 of 1

DWG: F:\2018\0501-1000\018-0851\40-Design\Exhibits_South of Weaver\CUP Site Plan\CUP Site Plan_Weaver Lot.dwg USER: rreynolds
DATE: Mar 23, 2022 9:36am XREFS: V_BNDY_80851 V_LOTLINES V_TOPO_80851 CUP Site Plan_Contours

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-24-22

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-127 GENERAL ORDINANCE _____

AN 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 9.5 acres of private property, generally located at 1610 and 1620 North Le Compte Road, and referenced as Annexation A-1-2022, into the City of Springfield.

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," said area being generally located at 1610 and 1620 North Le Compte Road; and

WHEREAS, said petition was presented to City Council more than fourteen, but less than sixty days, prior to the public hearing thereon; and

WHEREAS, proper notice was published at least seven days prior to the public hearing; and

WHEREAS, City Council finds and determines that: (1) said annexation is reasonable and necessary to the proper development of the City; (2) the City is able to furnish normal municipal services to the area annexed herein with a reasonable time after annexation; and (3) the area annexed herein is contiguous and compact to the existing corporate boundaries of the City.

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

Section 1 – City Council, after holding a public hearing, hereby determines that Annexation A-1-2022 of the property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper 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 Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 127

FILED: 05-24-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 9.5 acres of private property into the City of Springfield, generally located at 1610 & 1620 North Le Compte Road and referenced as Annexation A-1-2022 (Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 1610 & 1620 North Le Compte Road is requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 9.5 acres into the City of Springfield. The private property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property currently has two single-family residences on it. The intent of this annexation and rezoning application is to allow for a new industrial and retail development.

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 private property 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 and compact to the City of Springfield and all City services can be provided to the property.

3. The property is bounded on three sides by the City of Springfield.

4. 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.

5. The property owner(s) have petitioned the City for annexation.

6. The City will receive property and sales tax revenue upon annexation of the private property.

Staff recommends the annexation of this private property.

Submitted by:

R. Daniel Neal, Senior Planner

Recommended by:

Susan Istenes, AICP
Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department and Agency Review
Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-1-2022

TRACT I:
ALL OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) EXCEPT TWO ACRES IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4), THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; THENCE WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING; CONTAINING 8 ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART FOR HIGHWAYS; AND
TRACT II:
ALL BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING CONTAINING TWO ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART TAKEN FOR HIGHWAY OR USED FOR ROAD PURPOSES.

Exhibit B

Development Review Staff Report

CITY OF Springfield

CITY COUNCIL PUBLIC HEARING: MAY 31, 2022

CASE NUMBER:
Annexation A-1-2022

LOCATION:
1610 & 1620 N. Le Compte Road

ACRES:
Approximately 9.5 acres

EXISTING LAND USE:
Single-family residential and undeveloped land

APPLICANT:
Larry B. Clark Trust

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 9.5 acres of private property generally located at 1610 & 1620 N. Le Compte Road into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

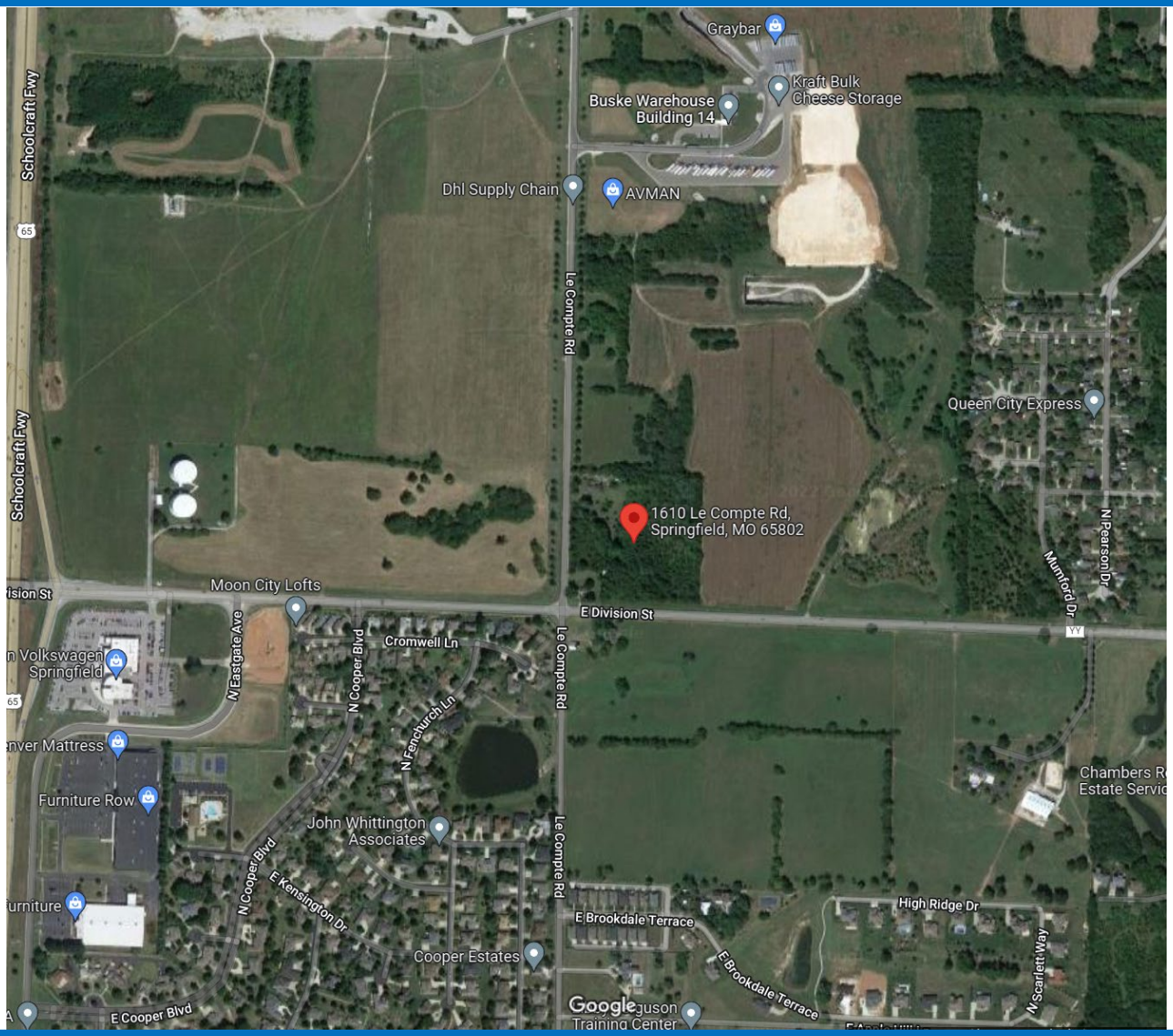
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield and all City services can be provided to the property.
3. The property is bounded on three sides by the City of Springfield.
4. 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.
5. The City will receive property and sales tax revenue upon annexation of the private properties.

SURROUNDING ZONING AND LAND USES:

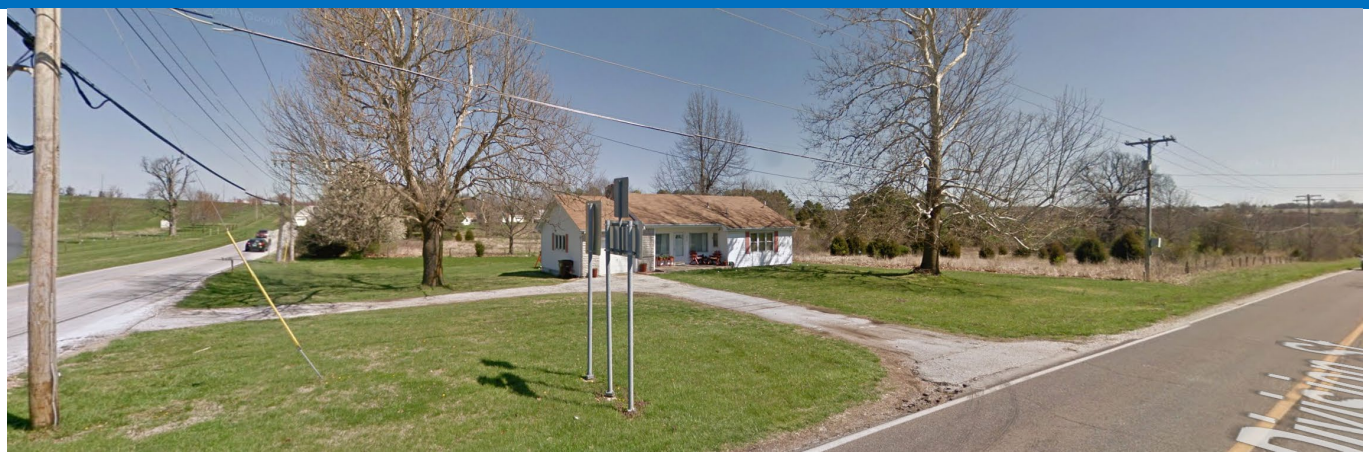
	NORTH	SOUTH	EAST	WEST
ZONING	PD 229 Amended	County A-1	PD 229 Amended	PD 229
LAND USE	Industrial mining and warehousing/storage uses	Agricultural and residential uses	Industrial mining and warehousing/storage uses	Industrial mining and warehousing/storage uses

Development Review Staff Report

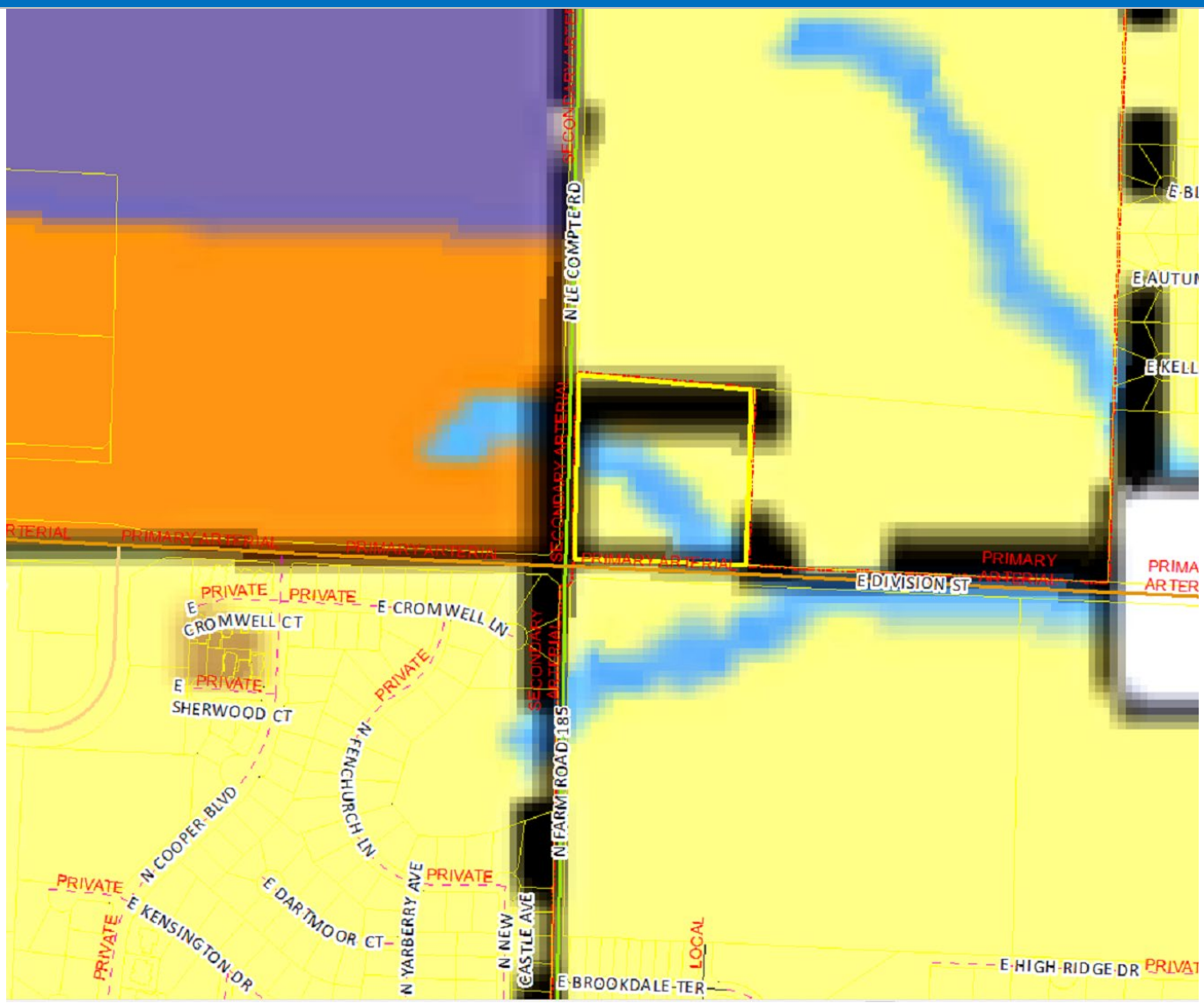
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

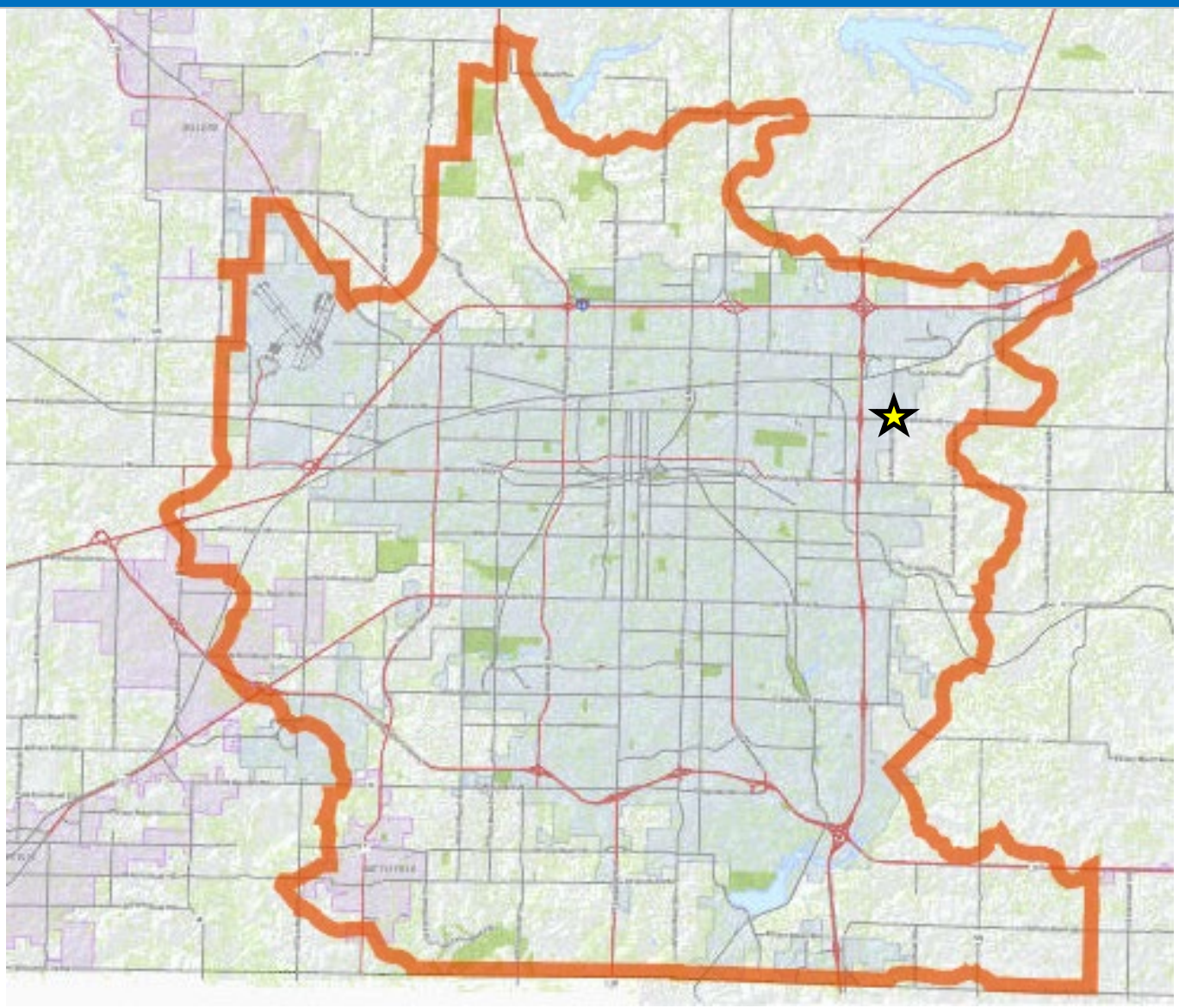


GROWTH MANAGEMENT AND LAND USE PLAN:



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

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 currently zoned Greene County A-1, Agriculture District and has single-family residences on it. The annexation is being processed concurrently with a rezoning of the same area and will have a public hearing at the same City Council meeting.

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. The City of Springfield and City of Republic have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

The *Growth Management and Land Use Plan* designates this area as appropriate for Low Density Housing uses; however, the property is within the U.S. 65 and Division Street (Emerging) Activity Center and at a major intersection of two arterial roadways, which encourages higher intensity developments. It is also surrounded on three sides by Springfield Underground commercial property. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Plan states that" The land use plan map should not be taken too literally but should be used in conjunction with the guidelines from previously prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed IC, Industrial Commercial District.

STAFF COMMENTS:

1. The applicant is proposing to approximately 9.5 acres of property generally located at 1610 & 1620 North Le Compte Road into the City of Springfield. A rezoning to IC, Industrial Commercial District for a new retail and industrial development are being processed with this annexation and will have a public hearing at the same City Council meeting.

2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.

4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain. The proposed annexation area does not contain a stream buffer area.

5. The proposed annexation does not contain any public right-of-way.

6. The proposed annexation area is currently served by the Strafford Fire Protection District.

7. 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: 11 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the annexation.

CITY UTILITIES:

No issues with the annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation, although we have the following comments:

1. Public sewer currently crosses the property so any new development will need to avoid the sewer and stay outside of the 15' sanitary sewer easement, or the sewer would need to be relocated. Relocating the sewer would trigger public improvement plans. There is also a trunkline connection fee of $0.0147 per square foot for Pierson Creek phase 1 trunkline, per City Ordinance no. 23912. Half of this fee was paid (for 5 acres) in 2007 when a sewer permit was issued for the property. The fee for the remaining 5 acres would need to be paid at the time of development. The fee amount for 5 acres amounts to $3201.

2. Sewer permit no. SWR2007-00720 and a non-refundable special connection agreement were issued for the property in 2007. Special connection agreements are issued when properties connecting are not in a sewer district. When the property develops and the remaining fees are paid, we will place the property into a sewer district.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

Additional sales and property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #4 located at 2423 N Delaware, which is approximately 3.8 miles from the southwest corner of the property. Fire Station #3 located at 205 N Patterson is the secondary station responding to this location, which is 2.9 miles from the southwest corner of the property.

2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 2.58 miles for the 1st due unit. ***This will have a negative impact on our ISO rating for deployment.***

3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has

an estimated total response time of 7 minutes, 16 seconds. The 2nd due company has an estimated total response time of 6 minutes, 12 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 10 minutes and 20 seconds. ***The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.***

		Estimated Total Response Time	Benchmark*	From 2021 Baseline**
1st Due Company	Station 4	7 minutes 16 seconds	6 minutes 20 seconds	7 minutes 4 seconds
Total Effective Response Force	Station 4,3,2,12,1	10 minutes 4 seconds	10 minutes 20 seconds	9 minutes 29 seconds

4. **Water Supply** – Currently there is a Fire Hydrant located across the street from this address. Additionally, there is a City Utilities water main that runs across the south and west sides of this address. The Fire Department does not have any issues with water supply for this request. ***All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.***

5. **Impact -** The Fire Department is unable to estimate the call activity due to the unique type of development and unknown responses that might be requested. ***While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems and supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.***

Fire Department Recommendation: ***The Fire Department is supportive of this annexation.***

MODOT COMMENTS:

No comment. Please, let us know if there is interest in annexing the Route YY right-of-way in the future.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies N. LeCompte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width for N. LeCompte Road is 35-feet from the centerline and for E. Division Street is 50-feet from the centerline. It appears an additional 10-feet of right-of-way is needed along N. LeCompte Road, and an additional 20-feet is needed on E. Division Street. E. Division Street is under MoDOT jurisdiction. Their requirements may be different. A survey is recommended to determine the exact amount of existing right-of-way. Anything less than the required right of way is required as

part of the annexation/zoning request. N. LeCompte Road is a city-maintained street and E. Division Street is a state-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count for N. LeCompte Road is 3,040 vehicles per day and for E. Division Street, the most recent traffic count is 6,618 vehicles per day. On-street parking is not allowed along N. LeCompte Road or E. Division Street.

DRIVEWAY ACCESS
There is two existing driveway access points onto the property from N. LeCompte Road and one existing driveway access point onto the property from E. Division Street. The southernmost access to the property from N. LeCompte Road and the access to the property on E. Division Street do not meet existing City of Springfield spacing requirements from the intersection. Access to this property will be allowed based on existing City of Springfield standards for a Secondary Arterial on N. LeCompte Road and MoDOT's spacing standards for access to a Primary Arterial on E. Division Street.

SIDEWALK
There is not existing sidewalk along the property frontage of N. LeCompte Road or E. Division Street. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of both N. LeCompte Road and E. Division Street at the time of development. The applicant has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit. The current fee is $31.46 per linear foot.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the area of N. LeCompte Road and E. Division Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study is required to be submitted prior to development based on the actual use of the property. Any improvements required based on the Traffic Impact Study are required to be submitted on Public Improvement Plans, approved and improvements constructed, or funds escrowed prior to approval of a 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. LeCompte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	30	50

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	40	50	480	
***Proposed Trips Generated**	180	780	8,400	
Additional Trips Generated	140	730	7,920	

*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 **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will 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. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the South-East. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: https://www.springfieldmo.gov/2120/Resources.
5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation ..... March 21, 2022

City Council public hearing ..... May 31, 2022

City Council second reading and vote ..... June 13, 2022

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 05-24-22

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-128 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.5 acres of property generally located at 1610 and 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, with Conditional Overlay District No. 210; establishing Conditional Overlay District No. 210; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1610 and 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, with Conditional Overlay District No. 210; and

WHEREAS, Conditional Overlay District No. 210 shall modify the requirements of the Springfield Land Development Code Section 36-434, IC, Industrial Commercial District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from County A-1, Agriculture District, to IC, Industrial Commercial District, with Conditional Overlay District No. 210. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 210 which shall contain the requirements and standards provided in "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 210 shall modify the requirements of the Springfield Land Development Code Section 36-434, IC, Industrial Commercial District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 128

FILED: 05-24-22

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 9.5 acres of property generally located at 1610 & 1620 North Le Compte Road from County A-1, Agriculture District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 210. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-6-2022/ CONDITIONAL OVERLAY DISTRICT NO. 210

The applicant is proposing to rezone approximately 9.5 acres of property generally located at 1610 & 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, and establish Conditional Overlay District No. 210. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new industrial and retail development.

A Conditional Overlay District has been submitted to mitigate any potential impacts of the IC zoning. The requirements of the COD include prohibiting certain potentially offensive industrial uses along the Division Street frontage (300 feet north of Division Street). A Traffic Impact Study shall be submitted at the time of development; this study must be approved by Public Works and MODOT prior to permitting of the development. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for Division Street or Le Compte Road shall be provided at the time of administrative lot combination. Sidewalk is required to be constructed along the property frontage of Division Street and Le Compte Road or a fee in lieu of request submitted and approved by the ARC. The subject properties shall be administratively combined following the current Subdivision Regulations. There is a trunkline connection fee of $0.0147 per square foot for Pierson Creek Phase 1 trunkline, per City Ordinance No. 23912

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended to approve, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the City's *Comprehensive Plan* designates this area as appropriate for Low Density Housing.

2. This area has changed since the adoption of the Comprehensive Plan as there have been multiple rezoning's which have occurred as well as the expansion of the Springfield Underground surrounding this area. The property is within the U.S. 65 and Division Street (Emerging) Activity Center and at a major intersection of two arterial roadways which encourages higher intensity developments. It is also surrounded on three sides by Springfield Underground commercial property. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Plan states that "The land use plan map should not be taken too literally but should be used in conjunction with the guidelines from previously prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed IC, Industrial Commercial District.

3. The requested IC, Industrial Commercial zoning is consistent with the existing Planned Development zoning district which is adjacent to the subject property to the north, east and west and allows similar commercial uses.

4. A Conditional Overlay District has been submitted with the requested rezoning to mitigate potential negative impacts of the Industrial Commercial District to surrounding properties.

5. The subject property has existing City Utilities and public sewer to serve the property.

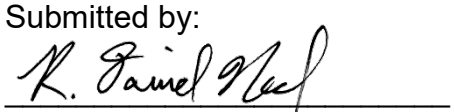
6. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.

7. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

8. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

9. The proposed zoning will not deny the property owner of any reasonable viable economic use.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:

Susan Istenes, AICP
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 & correspondence

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-6-2022 & CONDITIONAL OVERLAY DISTRICT NO. 210

The requirements of Section 36-434. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City and MoDOT, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

2. The following uses shall be prohibited along the entire length of Division Street for a distance of 300 feet North of the right of way:

    a. Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.
    b. Automobile service garages including body and fender repair and paint shops.
    c. Bus stations.
    d. Construction equipment storage yards.
    e. Manufactured housing (mobile home) and trailer sales, leasing, and service with no storage.
    f. Sales or leasing of consumer vehicles including passenger vehicles, motorcycles, light and medium trucks, and other recreational vehicles.
    g. Self-service storage facilities.
    h. Warehouses, storage, and distribution centers.
    i. Wholesale sales use group.

3. The subject properties shall be administratively combined following the current Subdivision Regulations.

4. City's Transportation Plan classifies N. LeCompte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width for N. LeCompte Road is 35-feet from the centerline and for E. Division Street is 50-feet from the centerline. An additional 10-feet of right-of-way is needed along N. LeCompte Road, and an additional 20-feet is needed on E. Division Street. E. Division Street is under MoDOT jurisdiction. Their requirements may be different. A survey is recommended to determine the exact amount of existing right-of-way. Access to the property must meet existing City of Springfield spacing standards for a Secondary Arterial on LeCompte Rd and MoDOT spacing standards for a Primary Arterial on Division Street.

5. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of LeCompte Rd and Division St at the time of development. If Public Improvement Plans are required for the project, the sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

6. There is a trunkline connection fee of $0.0147 per square foot for Pierson Creek Phase 1 trunkline, per City Ordinance No. 23912.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-6-2022 & CONDITIONAL OVERLAY DISTRICT NO. 210

TRACT I:
ALL OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) EXCEPT TWO ACRES IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4), THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; THENCE WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING; CONTAINING 8 ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART FOR HIGHWAYS; AND

TRACT II:
ALL BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING CONTAINING TWO ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART TAKEN FOR HIGHWAY OR USED FOR ROAD PURPOSES.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Z-6-2022 w/COD #210
1610 & 1620 North Le Compte Road
Applicant: Larry B. Clark Trust

Mr. Hosmer states that this is a request to rezone approximately 9.5 acres of private property generally located at 1610 & 1620 North Le Compte Road from County A-1, Agriculture District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 210. The Comprehensive Plan identifies this area for Low Density Housing uses; however, the area has changed with multiple rezonings, located at a major intersection of primary and secondary arterial roadways and within the US 65 and Division emerging activity center. The plan recommends neighborhood-scale businesses to be located near major intersections. The Transportation Plan classifies Le Compte as a Primary Arterial and Division as a Secondary Arterial roadway. A Traffic Impact Study is required at the time of development. Any necessary improvements that are identified in the traffic study shall be constructed. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. Stormwater detention is required.

The Conditional Overlay District will:

- Require a traffic study to be submitted at the time of development,
- Prohibit uses within 300 ft Division: Any manufacturing, auto service garages, retail sales of vehicles and other prohibited uses,
- Require a lot combination, sidewalks and dedicate ROW for Division and Le Compte.
- Sewer connection fee.

Staff recommends approval.

Mr. Coltrin asked about the use of a Conditional Overlay District and why wasn't it just part of the zoning of the property.

Mr. Hosmer noted that they would have to open up the Planned Development process.
Mr. Doennig opened the public hearing

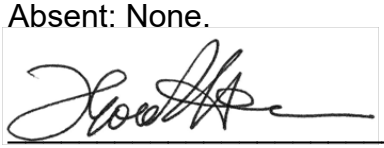
Mr. Ricky Haase, 550 St. Louis and on the Planned Development some of the underlying zoning is what they are wanting and decided to take it down to General Retail for a buffer for Cooper Estates and to the property south. Will require a 25' setback and a neighborhood meeting that noted the concerns for Cooper Estates which have been addressed in the staff report.

Mr. Knuckles asked about the drive 300 feet North of Division Street and Mr. Haase said the drive entrances will be coordinated with the site plan and final design.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-6-2022 w/COD #210 (1610 & 1620 North Le Compte Road). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

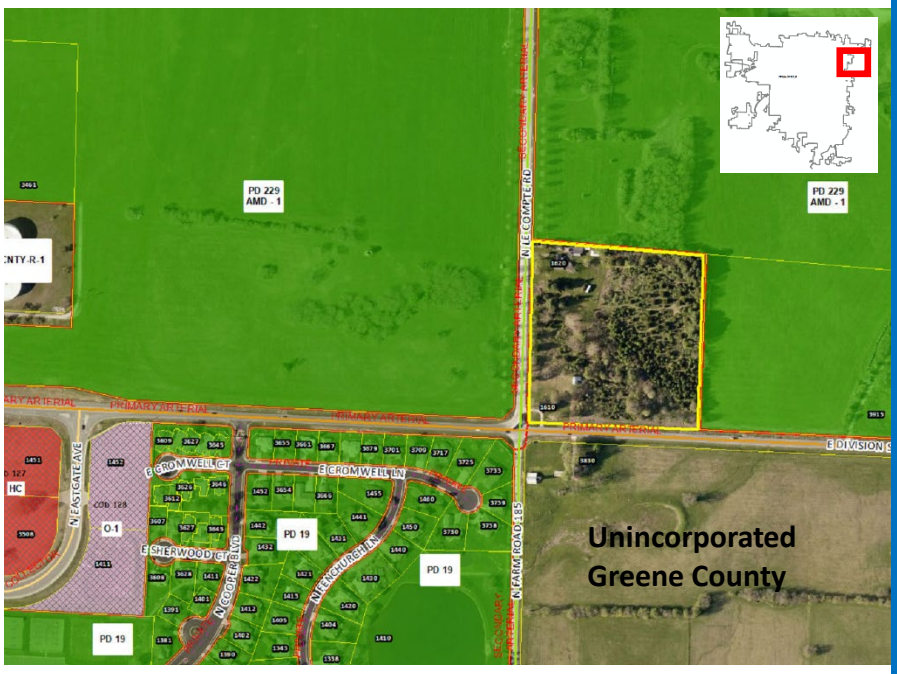
Exhibit D

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 5, 2022

CITY COUNCIL PUBLIC HEARING: May 31, 2022



CASE: Z-6-2022 w/COD #210

ACRES: Approximately 9.5 acres

LOCATION: 1610 & 1620 N. Le Compte Rd.

EXISTING LAND USE: Single-family residential and vacant/undeveloped land

APPLICANT: Larry B. Clark Trust

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to recommend approval 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 9.5 acres of property generally located at 1610 & 1620 North Le Compte Road from County A-1, Agriculture District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 210.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* of the City's *Comprehensive Plan* designates this area as appropriate for Low Density Housing.

2. This area has changed since the adoption of the Comprehensive Plan as there have been multiple rezoning's which have occurred as well as the expansion of the Springfield Underground surrounding this area. The property is within the U.S. 65 and Division Street (Emerging) Activity Center and at a major intersection of two arterial roadways which encourages higher intensity developments. It is also surrounded on three sides by Springfield Underground commercial property. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Plan states that "The land use plan map should not be taken too literally but should be used in conjunction with the guidelines from previously prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgment." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed IC, Industrial Commercial District.

3. The requested IC, Industrial Commercial zoning is consistent with the existing Planned Development zoning district which is adjacent to the subject property to the north, east and west and allows similar commercial uses.

4. A Conditional Overlay District has been submitted with the requested rezoning to mitigate potential negative impacts of the Industrial Commercial District to surrounding properties.

5. The subject property has existing City Utilities and public sewer to serve the property.

6. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.

7. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

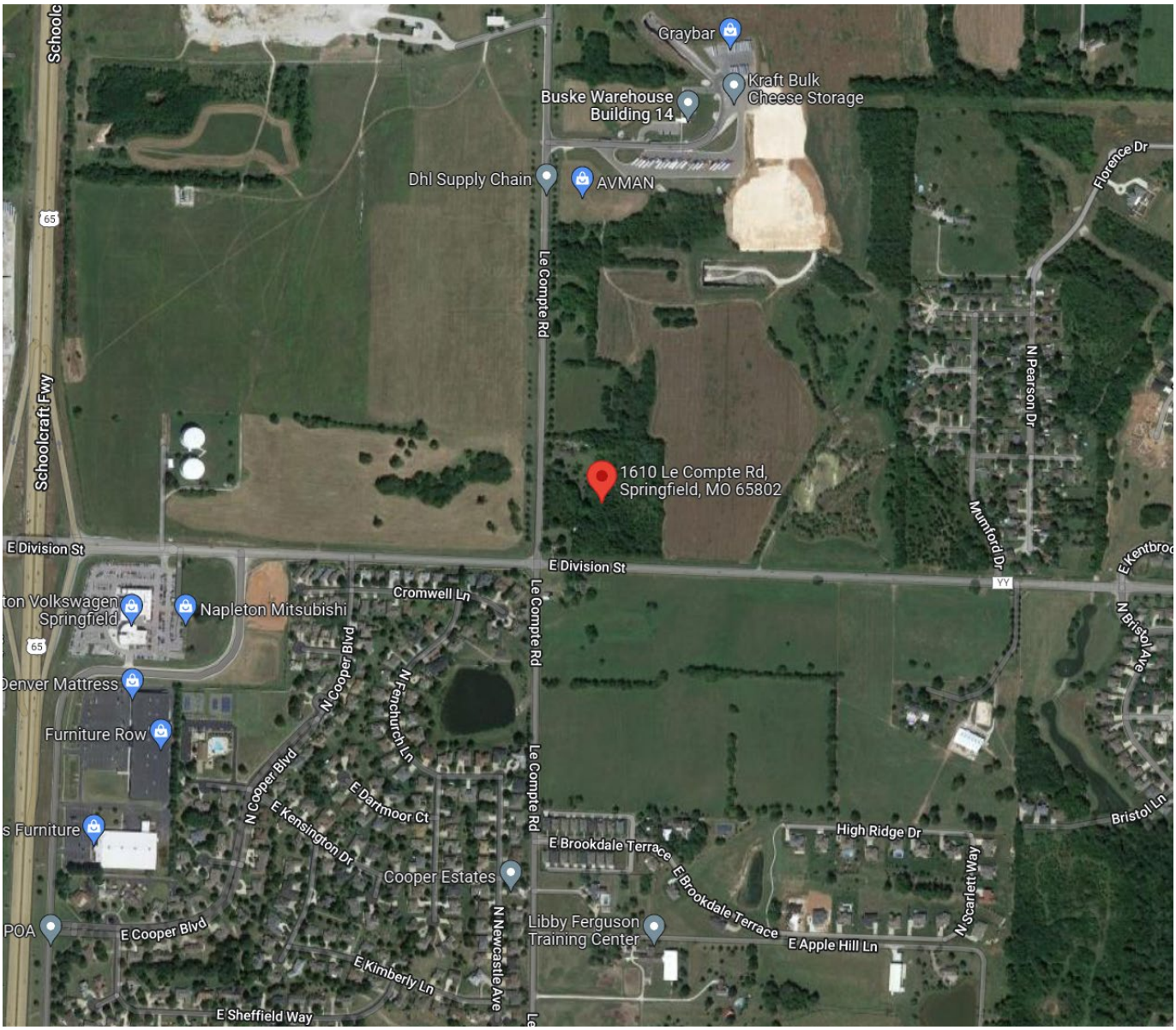
8. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

9. The proposed zoning will not deny the property owner of any reasonable viable economic use.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	PD 229 Amended	County A-1	PD 229 Amended	PD 229
LAND USE	Industrial mining and warehousing/storage uses	Agricultural and residential uses	Industrial mining and warehousing/storage uses	Industrial mining and warehousing/storage uses

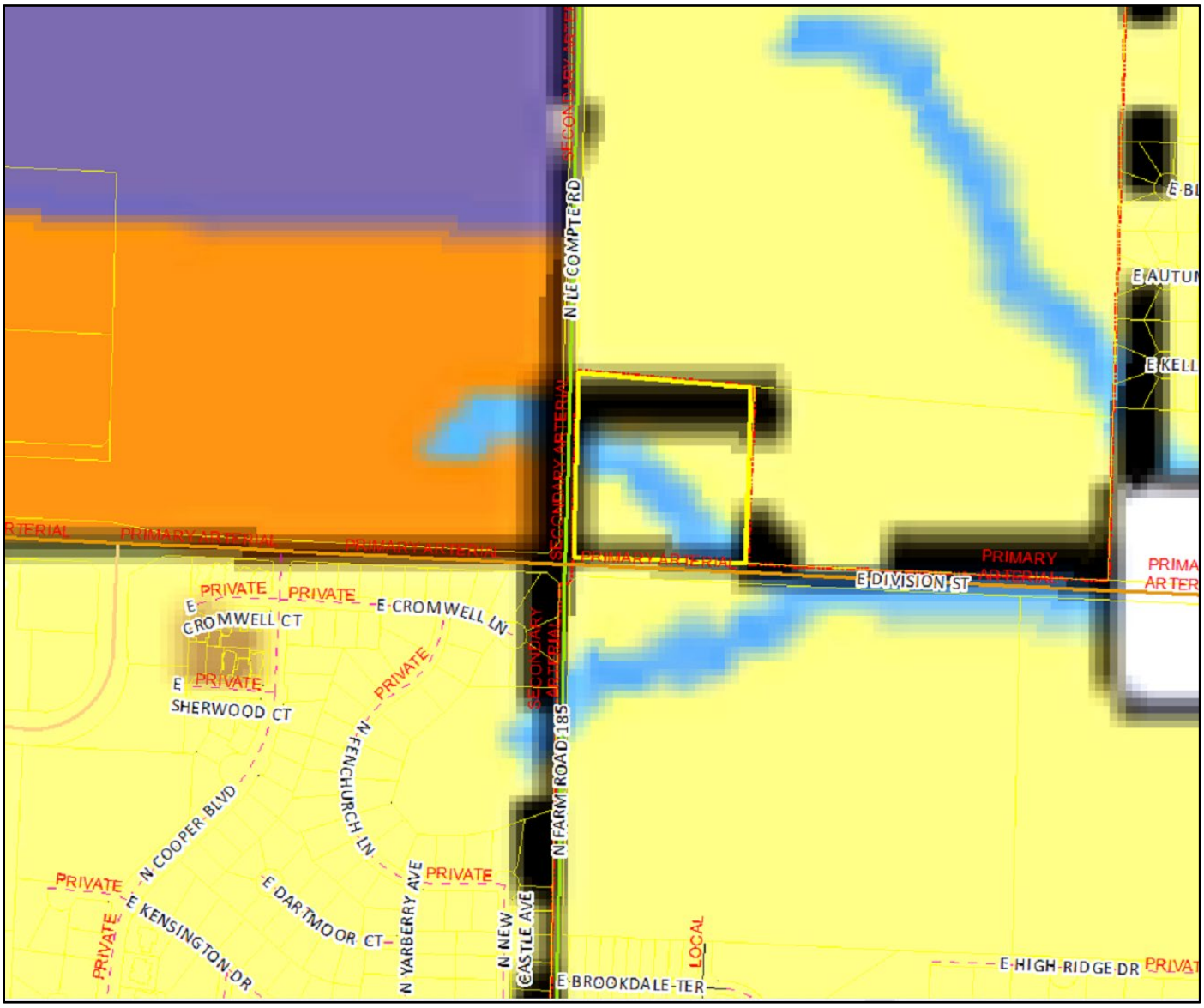
Development Review Staff Report

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



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

Development Review Staff Report

PROPERTY HISTORY:

The subject property is currently located in Greene County and zoned County A-1, Agriculture District. The rezoning is being processed concurrently with an annexation of the same 9.5 acres along Le Compte Road and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

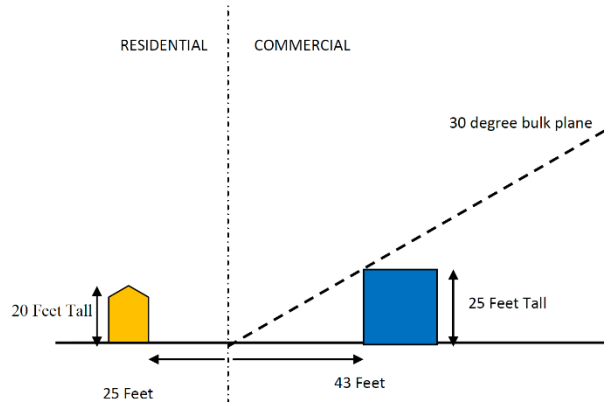
Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR IC
Minimum Yard Requirements	*Front yard:* Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 15 percent.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
The property to the southwest is zoned Planned Development for residential uses and the area to the south across Division Street is zoned County A-1, Agriculture District which permits residential uses. 	These properties are adjacent to a Planned Development to the north, east and west which allows similar industrial and commercial uses so no bufferyard would apply. The areas to the south are zoned for residential uses; however, Division Street is greater than 70 feet with proposed COD requirements and thus bufferyards are not required.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this area as appropriate for Low Density Housing uses; however, the property is within the U.S. 65 and Division Street (Emerging) Activity Center and at a major intersection of two arterial roadways, which encourages higher intensity developments. It is also surrounded on three sides by Springfield Underground commercial property. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Plan states that" The land use plan map should not be taken too literally but should be used in conjunction with the guidelines from previously prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed IC, Industrial Commercial District.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9.5 acres of property generally located at 1610 & 1620 North Le Compte Road from County A-1, Agriculture District, to IC, Industrial Commercial District, and establish Conditional Overlay District No. 210. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new industrial and retail development.

2. The IC, Industrial Commercial zoning is consistent with the existing Planned Development zoning district which is adjacent to the subject property to the north, east, and west and allows similar commercial uses.

3. The proposed Industrial Commercial zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The Industrial Commercial district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. This district is designed primarily to accommodate land that both meets the above intent and was zoned for industrial uses prior to the enactment of said ordinance. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted. Areas zoned IC are intended to be located primarily at major intersections in or adjacent to industrial areas and on land that is designated as a mixed industrial/commercial use area in the comprehensive plan. Areas zoned IC are intended to be at least five acres in size unless they adjoin a LI, light industrial, GM, general manufacturing, or HM, heavy manufacturing district, or the zoning is based on an adopted plan or comprehensive zoning scheme.

4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the IC zoning. The requirements of the COD include prohibiting certain potentially offensive industrial uses along the Division Street frontage (300 feet north of Division Street). A Traffic Impact Study shall be submitted at the time of development; this study must be approved by Public Works and MODOT prior to permitting of the development. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for Division Street or Le Compte Road shall be provided at the time of administrative lot combination. Sidewalk is required to be constructed along the property frontage of Division Street and Le Compte Road or a fee in lieu of request submitted and approved by the ARC. The subject properties shall be administratively combined following the current Subdivision Regulations. There is a trunkline connection fee of $0.0147 per square foot for Pierson Creek Phase 1 trunkline, per City Ordinance No. 23912.

5. The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

6. The IC District has Use Limitations to protect neighboring properties:

   a. No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time.
   b. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.
   c. All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings.

d. Storage may be maintained outside a building inside yards or rear yards if such storage area is screened from public streets, designated arterials, or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district.
e. All outdoor storage shall be at least 100 feet from any residential district boundary.
f. No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
g. No building shall be used for residential purposes except that a watchman or custodian may reside on the premises.
h. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).

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

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on April 14, 2022, regarding the rezoning request. A summary of the meeting 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: 4 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to rezoning however we have the following review comments:

1. Public sewer currently crosses the property so any new development will need to avoid the sewer and stay outside of the 15' sanitary sewer easement, or the sewer would need to be relocated. Relocating the sewer would trigger public improvement plans. There is also a trunkline connection fee of $0.0147 per square foot for Pierson Creek phase 1 trunkline, per City Ordinance no. 23912. Half of this fee was paid (for 5 acres) in 2007 when a sewer permit was issued for the property. The fee for the remaining 5 acres would need to be paid at the time of development. The fee amount for 5 acres amounts to $3201.

2. Sewer permit no. SWR2007-00720 and a non-refundable special connection agreement were issued for the property in 2007. Special connection agreements are issued when properties connecting are not in a sewer district. When the property develops and the remaining fees are paid, we will place the property into a sewer district.

FIRE DEPARTMENT:

No issues.

CITY UTILITIES:

No issues.

MISSOURI DEPARTMENT OF TRANSPORTATION:

1. Changes in access to Division will be subject to MoDOT access management policies.
2. Increase in impervious surface will need to be detained so as to not increase runoff onto MoDOT ROW.
3. A change in land use that increases volumes (especially that of trucks and heavy equipment) may require improvements to be made to Division (a permit to work on MoDOT ROW may be made contingent on such improvements).

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will 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. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the South-East. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: https://www.springfieldmo.gov/2120/Resources.

5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies N. LeCompte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width for N. LeCompte Road is 35-feet from the centerline and for E. Division Street is 50-feet from the centerline. It appears an additional 10-feet of right-of-way is needed along N. LeCompte Road, and an additional 20-feet is needed on E. Division Street. E. Division Street is under MoDOT jurisdiction. Their requirements may be different. A survey is recommended to determine the exact amount of existing right-of-way. Anything less than the required right of way is required as part of the annexation/zoning request. North LeCompte Road is a city-maintained street and E. Division Street is a state-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count for N. LeCompte Road is 3,040 vehicles per day and for E. Division Street, the most recent traffic count is 6,618 vehicles per day. On-street parking is not allowed along N. LeCompte Road or E. Division Street.

DRIVEWAY ACCESS
There is two existing driveway access points onto the property from N. LeCompte Road and one existing driveway access point onto the property from E. Division Street. The southernmost access to the property from N. LeCompte Road and the access to the property on E. Division Street do not meet existing City of Springfield spacing requirements from the intersection. Access to this property will be allowed based on existing City of Springfield standards for a Secondary Arterial on N. LeCompte Road and MoDOT's spacing standards for access to a Primary Arterial on E. Division Street.

SIDEWALK
There is not existing sidewalk along the property frontage of N. LeCompte Road or E. Division Street. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of both N. LeCompte Road and E. Division Street at the time of development. The applicant has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit. The current fee is $31.46 per linear foot.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the area of N. LeCompte Road and E. Division Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study is required to be submitted prior to development based on the actual use of the property. Any improvements required based on the Traffic Impact Study are required to be submitted on Public Improvement Plans, approved and improvements constructed, or funds escrowed prior to approval of a 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. LeCompte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	30	50

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	40	50	480	
*Proposed Trips Generated	180	780	8,400	
Additional Trips Generated	140	730	7,920	

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-6-2022 & CONDITIONAL OVERLAY DISTRICT NO. 210

The requirements of Section 36-434. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City and MoDOT, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

2. The following uses shall be prohibited along the entire length of Division Street for a distance of 300 feet North of the right of way:

    a. Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.
    b. Automobile service garages including body and fender repair and paint shops.
    c. Bus stations.
    d. Construction equipment storage yards.
    e. Manufactured housing (mobile home) and trailer sales, leasing, and service with no storage.
    f. Sales or leasing of consumer vehicles including passenger vehicles, motorcycles, light and medium trucks, and other recreational vehicles.
    g. Self-service storage facilities.
    h. Warehouses, storage, and distribution centers.
    i. Wholesale sales use group.

3. The subject properties shall be administratively combined following the current Subdivision Regulations.

4. City's Transportation Plan classifies N. LeCompte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width for N. LeCompte Road is 35-feet from the centerline and for E. Division Street is 50-feet from the centerline. An additional 10-feet of right-of-way is needed along N. LeCompte Road, and an additional 20-feet is needed on E. Division Street. E. Division Street is under MoDOT jurisdiction. Their requirements may be different. A survey is recommended to determine the exact amount of existing right-of-way. Access to the property must meet existing City of Springfield spacing standards for a Secondary Arterial on LeCompte Rd and MoDOT spacing standards for a Primary Arterial on Division Street.

5. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of LeCompte Rd and Division St at the time of development. If Public Improvement Plans are required for the project, the sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

6. There is a trunkline connection fee of $0.0147 per square foot for Pierson Creek Phase 1 trunkline, per City Ordinance No. 23912.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Greene County A-1 to City of Springfield IC with COD
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 04/14/2022 @ 4:00 to 6:30 PM
3. Meeting Location: Greenstay Hotel - Room 114 - 222 N Ingram Mill Ave
4. Number of invitations that were sent: 17
5. How the mailing list was generated: By the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 5
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 attached written comments were also provided verbally in person. No additional concerns or comments were provided at the neighborhood meeting.

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

   See attached email for written comments.

   The traffic concern will be handled at the time of development with a traffic study as required by the conditional overlay district requirements.

   The lighting concern will be handled at the time of development with a photometric study/plan to ensure lighting meets the city code.

I, Ricky Haase (*print name)*, attest that the neighborhood meeting was held on 04/14/2022 (*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."

Ricky D Haase
Signature of person completing affidavit

Ricky Haase
Printed name of person completing affidavit

Ricky Haase

From: Joe Farley <wjfarley@gmail.com>
Sent: Thursday, April 14, 2022 3:19 PM
To: zoning@springfieldmo.gov; Ricky Haase; paul lewis; Frank Gardner; Kim Hamilton; Cooper Estates Office Manager; Greg McKinney
Cc: Joe Farley
Subject: 1610 LeCompte Road rezoning

Cooper Estates strongly opposes the rezoning of 1610 LeCompte Road for Industrial/commercial use.

With Wild Horse and other developments to the east as well as 18 wheel traffic to Springfield Underground, another Industrial/commercial operation would significantly impact our ability to access Division Street. An Industrial/commercial enterprise would add to and most likely overwhelm the traffic the current infrastructure can accommodate.

A commercial property in the middle of residential developments will likely have a negative impact on property values. It also would inhibit further residential development within the vicinity.

Other concerns we have include an increase in noise pollution, litter, lighting, possible increase in crime in the local area, and vagrancy. None of these are appealing to an area dominated by single family residence.

For these reasons Cooper Estates again strongly opposes the rezoning of 1610 LeCompte Road to Industrial/Commercial use.

Neighborhood Meeting

Rezoning @ 1610 Le Compte Road
April 14, 2022
4:00 p.m. – 6:30 p.m.

Name	Address	Phone
TERRY QUICK	3253 E. CHESTNUT 1900 N. LE COMPTE	417 874 1400 x 102
Joe Farley Cooper Estates	3730 E CROMWELL W.	417-839-5600
Jared RASMUSSEN	550 E. St. Louis, SGF, 65807	417-890-8802
Ricky Haase	550 E. St. Louis SGF 65806	417-890-8802
DAVID L GOTT	447 W FARM RD 64	417-880-8381
A. Lynnette Jenkins	PO BX 360 Sparta MO 65753	417-634-3787
John Jenkins	P.O. Box 360, SPARTA, MO 65753	417-634-3787

550 St Louis Street / Springfield, MO 65806
O 417.890.8802 / olsson.com

olsson

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 05-24-22

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-129 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to GR, General Retail District, with Conditional Overlay District No. 211; establishing Conditional Overlay District No. 211; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 820 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to GR, General Retail District, with Conditional Overlay District 211; and

WHEREAS, Conditional Overlay District No. 211 shall modify the requirements of the Springfield Land Development Code Section 36-421, GR, General Retail District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from O-1, Office District, with Conditional Overlay District No. 78, to GR, General Retail District, with Conditional Overlay District No. 211. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 211 which shall contain the requirements and standards provided in "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 211 shall modify the requirements of the Springfield Land Development Code Section 36-421, GR, General Retail District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 129

FILED: 05-24-22

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 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78, to GR, General Retail, and establishing Conditional Overlay District No. 211 (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-7-2022/ CONDITIONAL OVERLAY DISTRICT NO. 211

The applicant is proposing to rezone approximately 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78 to GR, General Retail, and establishing Conditional Overlay District No. 211. The intent of this rezoning application is to allow for new retail establishments.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended to approve, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for Low-Density Housing.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple commercial rezonings which have occurred. The requested GR, General Retail District, zoning is consistent with the existing commercial zoning and uses in this area. The subject property is near the James River Freeway and Campbell Ave Emerging Activity Center which encourages retail and office uses. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Lakewood and El Camino Alto as commercial collector roadways. It should be noted that the *Growth Management and Land Use Plan Element* states that the

Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.” Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed General Retail District.

3. A Conditional Overlay District has been submitted in conjuncture with the requested rezoning to mitigate potential negative impacts of the General Retail District to surrounding properties.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. The proposed Conditional Overlay District requires a traffic study to be submitted for review prior to development of the property.

6. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Susan M. Istenes

Susan Istenes, AICP
Director

Approved by:

Jason A. Gage

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 and comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-7-2022 & CONDITIONAL OVERLAY DISTRICT NO. 211

The requirements of *Section 36-421.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following:

1. The following use shall be prohibited within this district:
    a) Crematoriums

2. A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, Public Improvement Plans, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed, prior to issuance of a building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-7-2022 & CONDITIONAL OVERLAY DISTRICT NO. 211

All of Lot 2 of Administrative Re-plat of Lot 2 – The Ridge at Ward Branch – Phase 2 according to the recorded plat thereof.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Z-7-2022 w/COD #211
820 West El Camino Alto Drive
Applicant: RW Developments, LLC Et Al

Mr. Hosmer states that this is a request to rezone approximately 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78, to GR, General Retail, and establishing Conditional Overlay District No. 211. The Comprehensive Plan identifies this area for Low Density Housing; however, there have been multiple commercial rezonings, the GR zoning is consistent with the existing commercial zoning and uses in this area, the property is located within the James River Activity Center where commercial is to be located at a major intersection of arterial roadways. The Transportation Plan classifies Lakewood and El Camino Alto as commercial Collector roadways. A Traffic Impact Study is required. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. Stormwater detention is already required.

The Conditional Overlay District will:

- Prohibit Crematoriums,

- Require a traffic study at the time of development, if public improvements are required then they shall be shown on any site plans.

Staff recommends approval.

Mr. Knuckles asked about the sewer availability in the existing lot.

Mr. Hosmer stated that they will extend sewer to the site.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 St. Louis, this parcel used to be combined with the south library and there is sewer access, developers thought it would be a good office space and at the neighborhood meeting there were several comments on what was currently happening.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-7-2022 w/COD #211 (820 West El Camino Alto Drive). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.

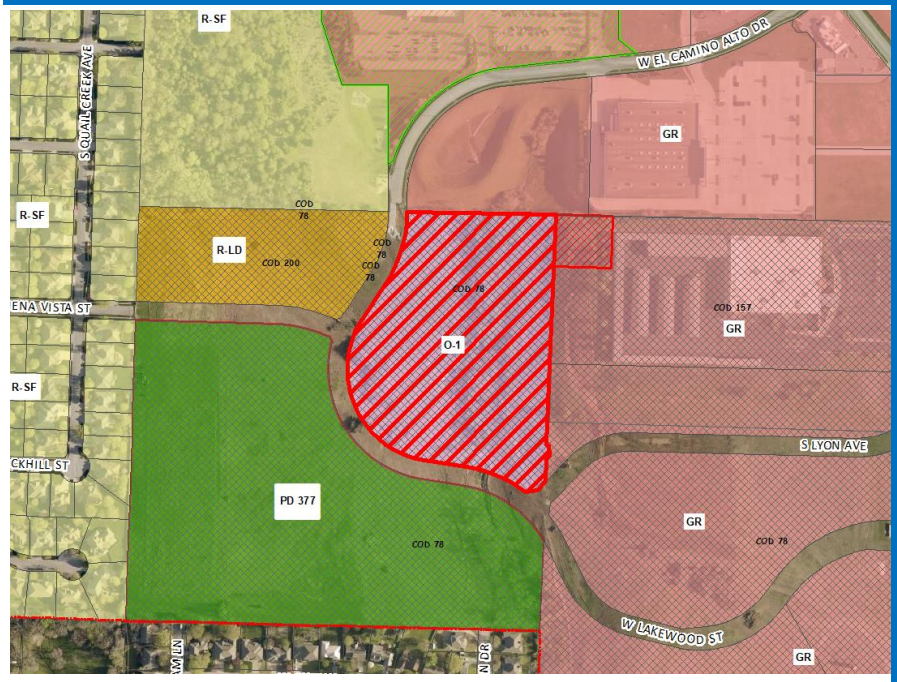
Bob Hosmer, AICP
Planning Manager

EXHIBIT D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 5, 2022

CITY COUNCIL PUBLIC HEARING: May 31, 2022



CASE: Z-7-2022 w/COD #211

ACRES: Approximately 10.68 acres

LOCATION: 820 West El Camino Alto Drive

EXISTING LAND USE: Vacant/undeveloped land

APPLICANT: RW Developments LLC et al

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

STAFF RECOMMENDATIONS: Approve w/Conditions

PROPOSED MOTION: Move to recommend approval 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 10.68 acres of property generally located at 820 West El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78, to GR, General Retail, and establishing Conditional Overlay District No. 211.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for Low-Density Housing.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple commercial rezonings which have occurred. The requested GR, General Retail District, zoning is consistent with the existing commercial zoning and uses in this area. The subject property is near the James River Freeway and Campbell Ave Emerging Activity Center which encourages retail and office uses. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Lakewood and El Camino Alto as commercial collector roadways. It should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed General Retail District.

3. A Conditional Overlay District has been submitted in conjuncture with the requested rezoning to mitigate potential negative impacts of the General Retail District to surrounding properties.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity. The proposed Conditional Overlay District requires a traffic study to be submitted for review prior to development of the property.

6. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	GR	PD	GR	R-LD COD 200
LAND USE	Stormwater detention	Undeveloped land	Library Center	Undeveloped land

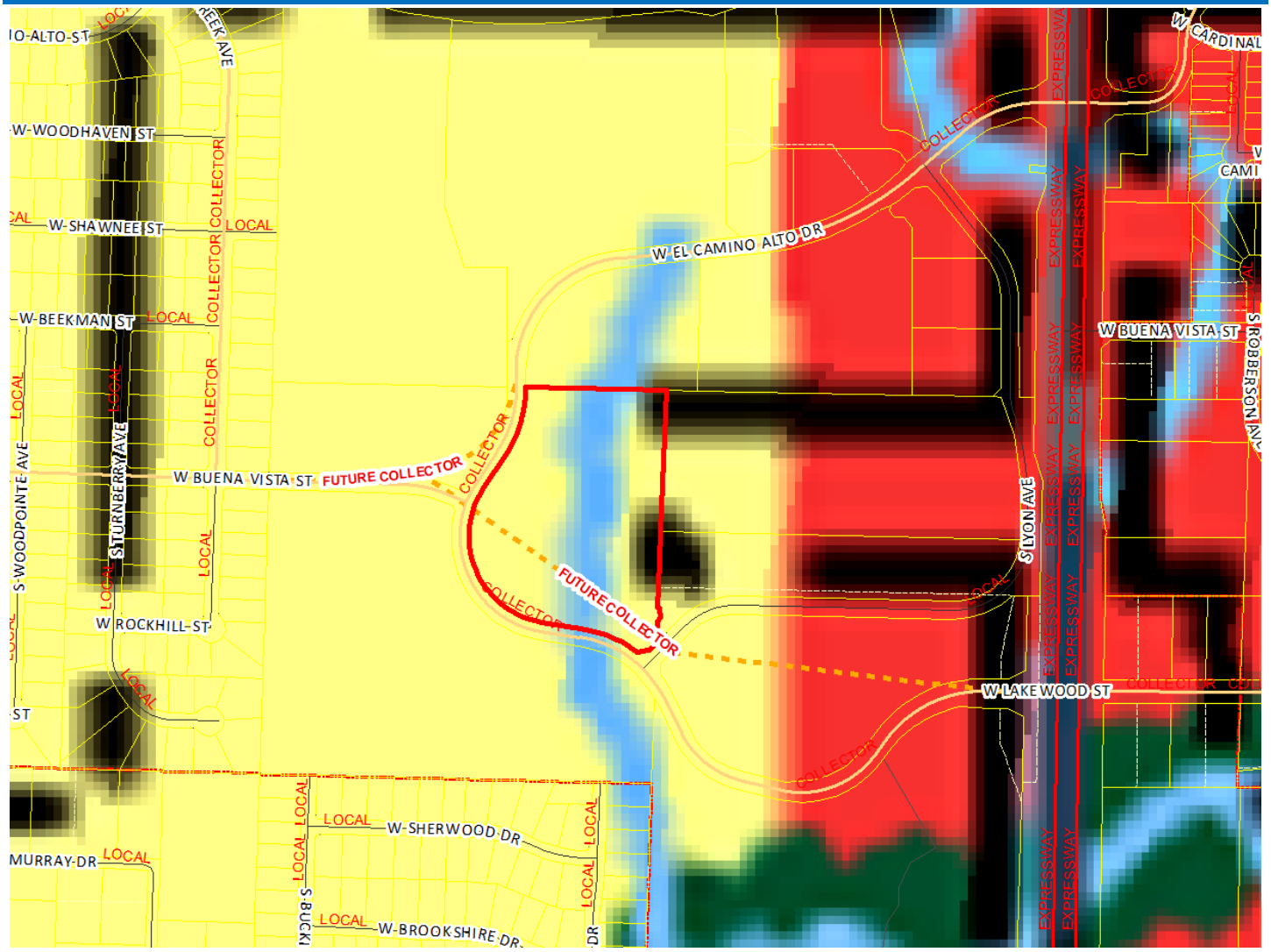
Development Review Staff Report

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

GOOGLE EARTH (streetview not available):

Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



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

Development Review Staff Report

PROPERTY HISTORY:

The subject property is currently zoned O-1, Office District, with COD No. 78, and has been since 2014. The subject property was final platted in 2020 and is Lot 2 of The Ridge at Ward Branch Phase 2.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Yard Requirements	*Front yard:* Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 15 percent.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
N/A	No bufferyard required. The subject property is adjacent to commercial districts that don't require a bufferyard.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this area as appropriate for Low-Density Housing.

This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple commercial rezonings which have occurred. The requested GR, General Retail District zoning is consistent with the existing commercial zoning and uses in this area. The subject property is near the James River Freeway and Campbell Ave Emerging Activity Center which encourages retail and office uses. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Lakewood and El Camino Alto as commercial collector roadways. It should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds that the subject property is an appropriate location for the proposed General Retail District.

Development Review Staff Report

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 10.68 acres of property generally located at 820 West El Camino Drive from O-1, Office District, with Conditional Overlay District No. 78. The intent of this rezoning application is to allow for new retail establishments.

2. The requested GR, General Retail District, zoning is consistent with the existing commercial zoning and uses that front El Camino Alto Drive and Lakewood Street in this area.

3. The GR district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

4. A Conditional Overlay District has been submitted in conjuncture with the requested rezoning to mitigate any potential impacts of the GR zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development; thus study must be approved by Public Works prior to the permitting of development. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer.

5. The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved as set forth above. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

6. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on April 11, 2022, regarding the rezoning request. A summary of the meeting 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: 6 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning although the address does not have access to public sewer. Public sewer will need to be extended before any development occurs which will require public improvement plans.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided.** The property **does have a stream buffer on site.**

PW Stormwater has no concerns with the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

a. Detention has already been bought through a Fee in Lieu of Detention as part of Public Improvements for the Third Ridge at Ward Subdivision (2018PW0065).

The development will disturb greater than 1 acre of land and require water quality per Chapter 10 Sec. 2.0. This project started predevelopment on November 8, 2021 and is grandfathered in on continuing water quality according to the April 2018 version of the Flood Control and Water Protection Manual. The Development has until October 1, 2022 to submit plans through ProjectDox for review or will have to design water quality using the April 2022 version of the manual and incorporate the increased water quality needed for redevelopment areas.

a. Water Quality has already been provided as part of Public Improvements for the Third Ridge at Ward Subdivision (2018PW0065).

A stream is shown running north-south in the 820 W El Camino Alto Dr lot. Per Chapter 8 Sec. 4.1.2 the stream buffer shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis.

A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. El Camino Alto Drive as a Collector roadway and S. Lyon Avenue as a Local-Commercial roadway. The standard right-of-way width for W. Camino Alto Drive is 30-feet from the centerline and 30-feet from the centerline for S. Lyon Avenue. It appears no additional right of way is needed. 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. El Camino Alto Drive and S. Lyon Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on this portion of W. El Camino Alto Drive or S. Lyon Avenue as they are recently constructed streets. On-Street parking is allowed on both W. El Camino Alto Drive and S. Lyon Avenue.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. El Camino Alto Drive and S. Lyon Avenue. Access will be allowed based on existing spacing standards set forth in Chapter 98 of City Code.

SIDEWALK

There is existing sidewalk along the property frontage of W. El Camino Alto and S. Lyon Avenue.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area of the property pertaining to this zoning. There are no bus stops along the property frontage of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Study is required at the time of development. Any improvements required based on the results of the Traffic Study are required to be constructed or funds escrowed prior to approval of a 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	W. El Camino Alto	Collector	Yes	30	30
Street 2	S. Lyon Avenue	Local – Commercial	Yes	30	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	340	440	2400	
***Proposed Trips Generated**	160	670	7200	
Additional Trips Generated	-180	230	4800	

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

FIRE DEPARTMENT:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-9-2022 & CONDITIONAL OVERLAY DISTRICT NO. 212

The requirements of Section 36-421. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following use shall be prohibited within this district:
   a) Crematoriums

2. A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, Public Improvement Plans, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed, prior to issuance of a building permit.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Office (O-1) to General Retail (GR) w/ COD
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: April 11th, 2022 from 4-6:30pm
3. Meeting Location: Library Center on South Campbell
4. Number of invitations that were sent: 16
5. How the mailing list was generated: By City
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).

   No verbal comments related to the rezoning of the subject property were presented.

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

   None received as of the date of this Affidavit.

I, Jared Rasmussen (*print name)*, attest that the neighborhood meeting was held on April 11, 2022 (*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

Jared Rasmussen
Printed name of person completing affidavit

Neighborhood Meeting

Rezoning – 820 W. El Camino Alto Dr – PLN2022-0062
April 11, 2022
4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Jared Rasmussen	550 E. St. Louis St.	417-890-8802
Jim Schmidt	4653 S Campbell Ave	417 616 0587
Daniel Brennenan	4806 S. Wellington Dr	417-988-3824

550 St Louis Street / Springfield, MO 65806
O 417.890.8802 / olsson.com

olsson

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-24-22

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-130 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-Family Residential District, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at located at 567 West Old Weaver Road from R-SF, Single-Family Residential District, to GR, General Retail District; and

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

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

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

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

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

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 130

FILED: 05-24-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-family Residential to GR, General Retail (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-8-2022

The applicant is requesting to rezone approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-family Residential to GR, General Retail. The use of the property is not being changed with this applicant but rather to facilitate development of the adjacent property and match the zoning pattern within the area.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended to approve, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for High-Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development. The GR district is an appropriate zoning district for this land use category.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple commercial rezonings which have occurred.

3. The requested GR, General Retail zoning is consistent with the existing commercial zoning in this area.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. The use of the property is not being changed with this applicant but rather to facilitate development of the adjacent property and match the zoning pattern within the area.

6. The subject property is not redeveloping, and facilities already exist to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article rather provide a viable use of the property subject to the provisions of the zoning district.

8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Susan M. Istenes

Susan Istenes, AICP
Director

Approved by:

Jason A. Gage

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-8-2022

A tract of land described as beginning at a point 660 feet West of the Southeast Corner of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West; thence North 165 feet; thence East 150 feet; thence South 165 feet to the South line of the Southeast Quarter (SE¼) of said Section 14; thence West along the South line of said Section 14 150 feet to the Point of Beginning.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Z-8-2022
567 West Old Weaver Road
Applicant: Southern Star Central Gas Pipeline

Mr. Hosmer states that this is a request to rezone approximately 10.68 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-family Residential to GR, General Retail. The Comprehensive Plan identifies this area as High-Intensity Retail, Office or Housing. The GR district is an appropriate zoning district for this land use category. The Transportation Plan classifies Old Weaver as a local commercial roadway. A Traffic Impact Study is not required (the use of the property is not being changed-natural gas/pipeline). The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. Stormwater detention is required. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 St. Louis noted that this is a unique and correlates with Conditional Use Permit 463 and this has a bulk plane and reached out to the neighboring property, and they had no problem with the rezoning, so the bulk plane goes away. No attendees at the neighborhood meeting.

Mr. Colony asked if they are currently planning on developing at this time.

Mr. Haase said that they are not currently planning on developing (small square) at this time.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** Z-8-2022 (567 West Old Weaver Road). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

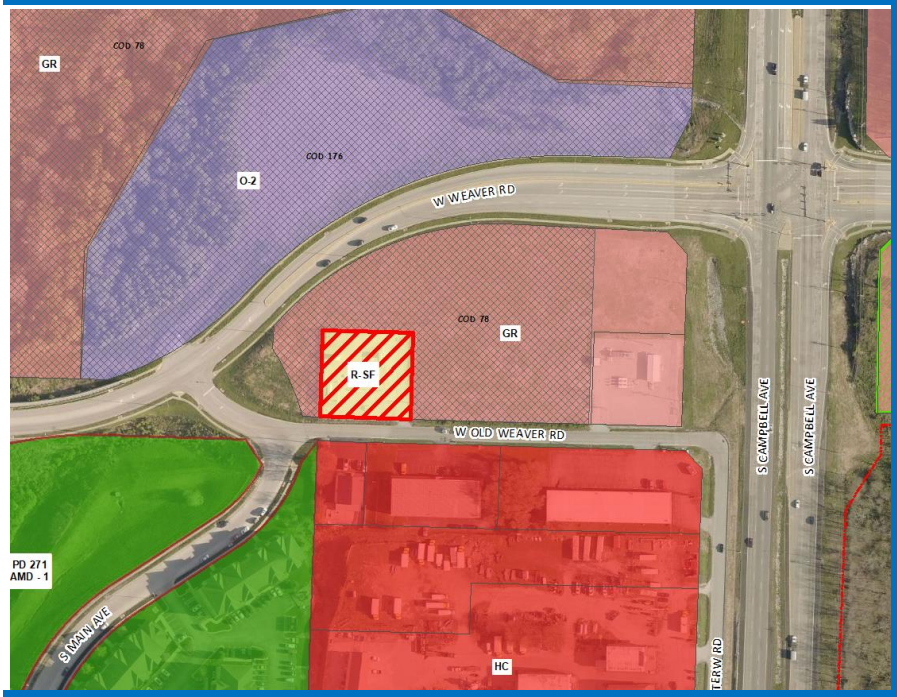
Exhibit C

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 5, 2022

CITY COUNCIL PUBLIC HEARING: May 31, 2022



CASE: Z-8-2022

ACRES: Approximately 0.5 acres

LOCATION: 567 West Old Weaver Road

EXISTING LAND USE: Natural gas facility

APPLICANT: Williams Natural Gas Company

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

STAFF RECOMMENDATIONS:
Approve

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

SUMMARY OF REQUEST:

Request to rezone approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-family Residential to GR, General Retail.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for High-Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development. The GR district is an appropriate zoning district for this land use category.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple commercial rezonings which have occurred.

3. The requested GR, General Retail zoning is consistent with the existing commercial zoning in this area.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity. The use of the property is not being changed with this applicant but rather to facilitate development of the adjacent property and match the zoning pattern within the area.

6. The subject property is not redeveloping, and facilities already exist to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article rather provide a viable use of the property subject to the provisions of the zoning district.

8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST

ZONING	O-2 COD 176	HC	GR	GR
LAND USE	Undeveloped land	Construction company office	Undeveloped land	Undeveloped land

Development Review Staff Report

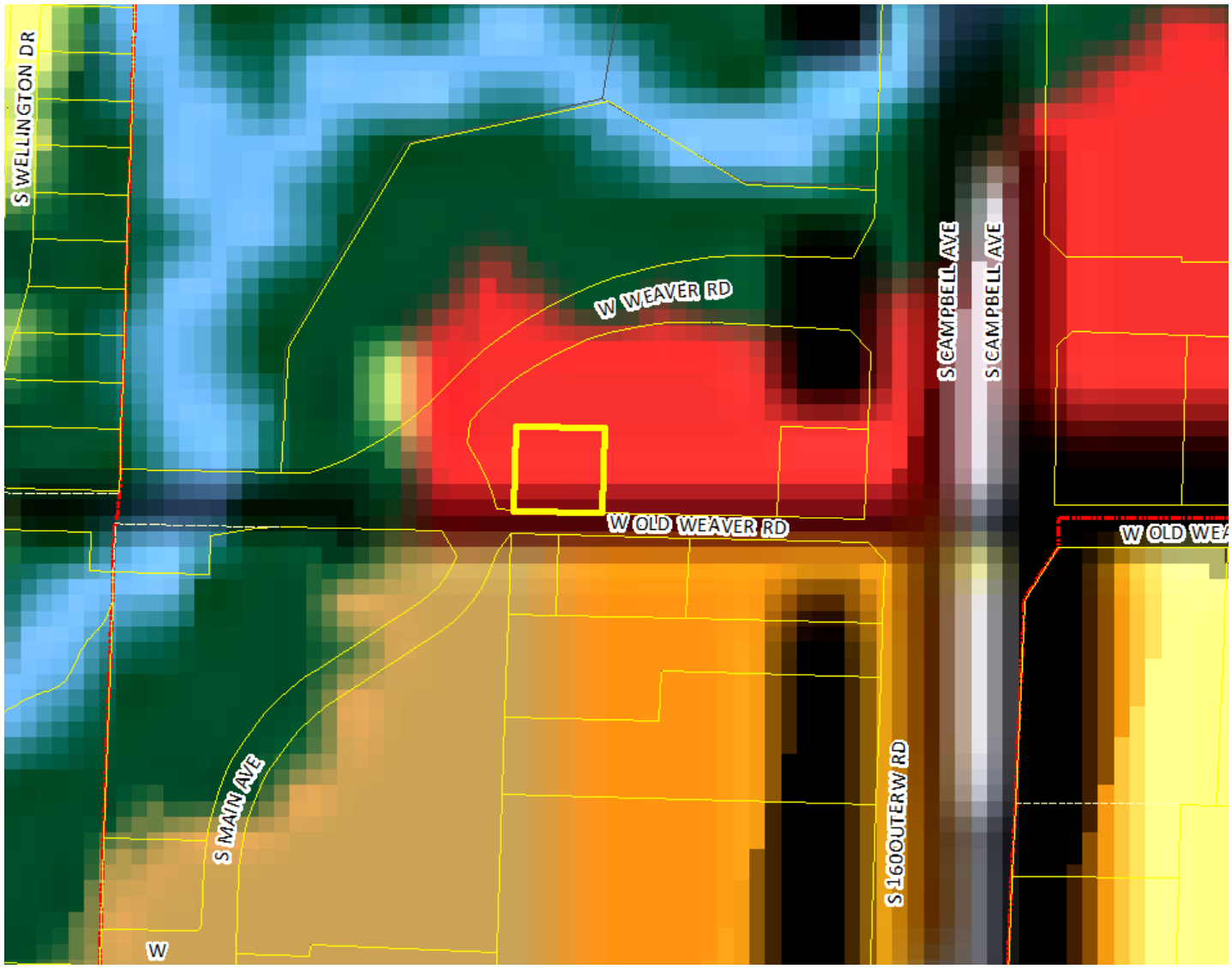
SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

GOOGLE MAPS STREET VIEW:

Development Review Staff Report

CITY OF Springfield

GROWTH MANAGEMENT AND LAND USE PLAN:



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

Development Review Staff Report

CITY OF Springfield

PROPERTY HISTORY:

The subject property was annexed in August 2002 and rezoned to the current R-SF zoning in January 2004.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Yard Requirements	*Front yard:* Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 15 percent.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
N/A	No bufferyard required. The subject property is adjacent to commercial districts that don't require a bufferyard.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this area as appropriate for High-intensity Retail, Office or Housing. This category is sited at locations identified as Activity Centers and is similar to the Medium- Intensity Retail, Office or Housing except that the density and intensity of land development is expected to be greater.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.5 acres of property generally located at 567 West Old Weaver Road from R-SF, Single-family Residential to GR, General Retail. The use of the property is not being changed with this applicant but rather to facilitate development of the adjacent property and match the zoning pattern within the area.

2. Approval of this application will facilitate the development of the adjacent property so that a landscaping bufferyard does not have to be installed and maintained along the subject property.

3. The R-SF district is no longer an appropriate zoning district for the subject property that is surrounded by commercial zoning districts. The GR district is consistent with other property's within this area.

4. The *Growth Management and Land Use Plan* designates this area as appropriate for High Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development.

5. The GR district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

6. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on April 11, 2022, regarding the rezoning request. A summary of the meeting 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: 6 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning although the address does not have access to public sewer. Public sewer will need to be extended before any development occurs which will require public improvement plans.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward 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.**

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Old Weaver Road as a Local – Commercial roadway. The standard right-of-way width for W. Old Weaver Road is 60-feet from the centerline. It appears 10-ft of additional right of way is needed along W. Old Weaver Road. 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. Old Weaver Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on W. Old Weaver Road. On-street parking is allowed on W. Old Weaver Road.

DRIVEWAY ACCESS

There is one driveway access point onto the property from W. Old Weaver Road. Additional access will be allowed as set forth in the City Code Chapter 98.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Old Weaver Road. If redevelopment of the property were to occur in the future, sidewalk is required to be constructed along the property frontage at the time of development or an application made to the ARC for approval to pay a fee in lieu of construction of sidewalk. If the applicant chooses to seek approval for a fee in lieu of and the request is approved, the fee must be paid prior to approval of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area just north of the property pertaining to this zoning. There are no bus stops along the property frontage of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning does not generate an additional 100 trips in the am or pm peak or 1,000 trips in a 24-hour period.

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	W. Old Weaver Road	Local-Commercial	Yes	40	60

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	4	5	48	
***Proposed Trips Generated**	16	67	720	
Additional Trips Generated	12	62	672	

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

FIRE DEPARTMENT:

No comments.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to GR
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 04/13/2022 @ 4:00 to 6:30 PM
3. Meeting Location: The Library Center - 4653 S Campbell Ave - Community Room A
4. Number of invitations that were sent: 22
5. How the mailing list was generated: By the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 0
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).

   None.

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

   None.

I, Ricky Haase (*print name)*, attest that the neighborhood meeting was held on 04/13/2022 (*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."

Ricky D Haase
Signature of person completing affidavit

Ricky Haase
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 05-24-22

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-131 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2 acres of property generally located at 2200 West Battlefield Road from R-MHC, Manufactured Home Community District, to IC, Industrial Commercial District, with Conditional Overlay District No. 213; establishing Conditional Overlay District No. 213; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 2200 West Battlefield Road from R-MHC, Manufactured Home Community District, to IC, Industrial Commercial District, with Conditional Overlay District 213; and

WHEREAS, Conditional Overlay District No. 213 shall modify the requirements of the Springfield Land Development Code Section 36-434, IC, Industrial Commercial District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-MHC, Manufactured Home Community District, to IC, Industrial Commercial District, with Conditional Overlay District No. 213. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 213 which shall contain the requirements and standards provided in "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 213 shall modify the requirements of the Springfield Land Development Code Section 36-434, IC, Industrial Commercial District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 131

FILED: 05-24-22

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 2 acres of property generally located at 2200 West Battlefield Road from R-MHC, Manufactured Home Community District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 213. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-9-2022/ CONDITIONAL OVERLAY DISTRICT NO. 213

The applicant is proposing to rezone property generally located at 2200 W. Battlefield Road from R-MHC, Manufactured Home Community District to IC, Industrial Commercial District, and establish Conditional Overlay District No. 213. The intent of this rezoning application is to allow for a new retail establishment.

A Conditional Overlay District has been submitted to mitigate any potential impacts of the IC zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development; this study must be approved by Public Works. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for Battlefield Road or Cox Avenue shall be provided at the time of administrative lot combination. Sidewalk is required to be constructed along the property frontage of Cox Avenue or a fee in lieu of request submitted and approved by the ARC. The subject properties shall be administratively combined following the current Subdivision Regulations and public sewer extended to the property. Access to the property must meet existing City of Springfield spacing standards for a Primary Arterial on Battlefield Road and for a Collector on Cox Avenue.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 5, 2022, and recommended to approve, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple industrial commercial rezonings which have occurred in this area. The requested IC, Industrial Commercial District zoning is consistent with the existing industrial commercial zoning and uses in this area. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Battlefield as a Primary Arterial and Cox as a commercial Collector roadway. It should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The requested IC, Industrial Commercial, zoning is consistent with the existing industrial commercial zoning and uses that front Battlefield Road in this area.

3. A Conditional Overlay District has been submitted with the requested rezoning to mitigate potential negative impacts of the Industrial Commercial District to surrounding properties.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.

6. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

Submitted by:

R. Daniel Neal

Daniel Neal, Senior Planner

Recommended by:

Susan Istenes, AICP
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 & correspondence

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-9-2022 & CONDITIONAL OVERLAY DISTRICT NO. 213

The requirements of Section 36-434. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, Public Improvement Plans (PIP), or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

2. The subject properties shall be administratively combined following the current Subdivision Regulations.

3. Public sewer must be extended to the site before any development occurs. This will require public improvement plans.

4. City's Transportation Plan classifies W. Battlefield Road as a Primary Arterial, which requires 50-feet of right of way from the centerline and classifies S. Cox Avenue as a Collector, which requires 30-feet of right of way from the centerline. An additional 5-feet of right-of-way is needed on Battlefield Road and an additional 10-feet is need on Cox Avenue. A 30-foot X 30-foot right-of-way sight triangle is also required at the intersection of Battlefield and Cox. 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.

5. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of S. Cox Avenue at the time of development. The sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

6. Access to the property must meet existing City of Springfield spacing standards for a Primary Arterial on Battlefield Road and for a Collector on Cox Avenue.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-9-2022 & CONDITIONAL OVERLAY DISTRICT NO. 213

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE LYING IN LOTS 101-105 AND THE RESERVED LOT OF SPRING PARK MOBILE HOME ESTATES, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY MISSOURI IN PLAT BOOK W, PAGE 1 AND ALSO IN DESCRIBED IN BOOK 2020, PAGE 020030-20 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 105 THENCE NORTH ALONG THE WEST LINE OF SAID SPRING PARK SUBDIVISION TO THE SOUTH RIGHT-OF-WAY OF BATTLEFIELD ROAD; THENCE EAST ALONG SAID RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY OF COX ROAD; THENCE SOUTH ALONG SAID RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 101 OF SPRING PARK, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF GLENVIEW STREET; THENCE WEST ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 5, 2022

Z-9-2022 w/COD #213
2200 West Battlefield Road
Applicant: Milestone Homes, LLC

Mr. Hosmer states that this is a request to rezone approximately 2 acres of property generally located at 2200 W. Battlefield Road from R-MHC, Manufactured Home Community District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 213. The Comprehensive Plan identifies this area for High Intensity Retail, Office or Housing. This area has changed since the adoption of the Comprehensive Plan as there have been multiple industrial/commercial rezonings. Plan recommends neighborhood-scale businesses be located near intersections of arterials and collector streets. The Transportation Plan classifies Battlefield as a Primary Arterial and Cox as a commercial Collector roadway. A Traffic Impact Study is required at time of development. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. A fee in lieu of stormwater detention is allowed.

The Conditional Overlay District will:

- Require a traffic study at the time of development, if public improvements are required then they shall be shown on any site plans, administrative lot combination, public sewer extension, dedication of additional right of way, access to roads must meet City standards and sidewalk along Cox.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Caleb Freeland, 1501 W. Meadowmere Street and here to answer any questions and no one showed up for the neighborhood meeting.

Mr. Colony asked what was proposed for the site.

Mr. Freeland said it would be an O'Reilly.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-9-2022 w/COD #213 (2200 West Battlefield Road). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, Lebeck, and Pauly. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 5, 2022

CITY COUNCIL PUBLIC HEARING: May 31, 2022

CASE: Z-9-2022 w/COD #213

ACRES: Approximately 2 acres

LOCATION: 2200 W. Battlefield Rd.

EXISTING LAND USE: Manufactured home community and vacant/undeveloped land

APPLICANT: Milestone Homes, LLC

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to recommend approval 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 2 acres of property generally located at 2200 W. Battlefield Road from R-MHC, Manufactured Home Community District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 213.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development.

2. This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple industrial commercial rezonings which have occurred in this area. The requested IC, Industrial Commercial District zoning is consistent with the existing industrial commercial zoning and uses in this area. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Battlefield as a Primary Arterial and Cox as a commercial Collector roadway. It should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The requested IC, Industrial Commercial, zoning is consistent with the existing industrial commercial zoning and uses that front Battlefield Road in this area.

3. A Conditional Overlay District has been submitted with the requested rezoning to mitigate potential negative impacts of the Industrial Commercial District to surrounding properties.

4. The subject property has existing City Utilities and must provide public sewer to serve the property prior to development.

5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity.

6. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

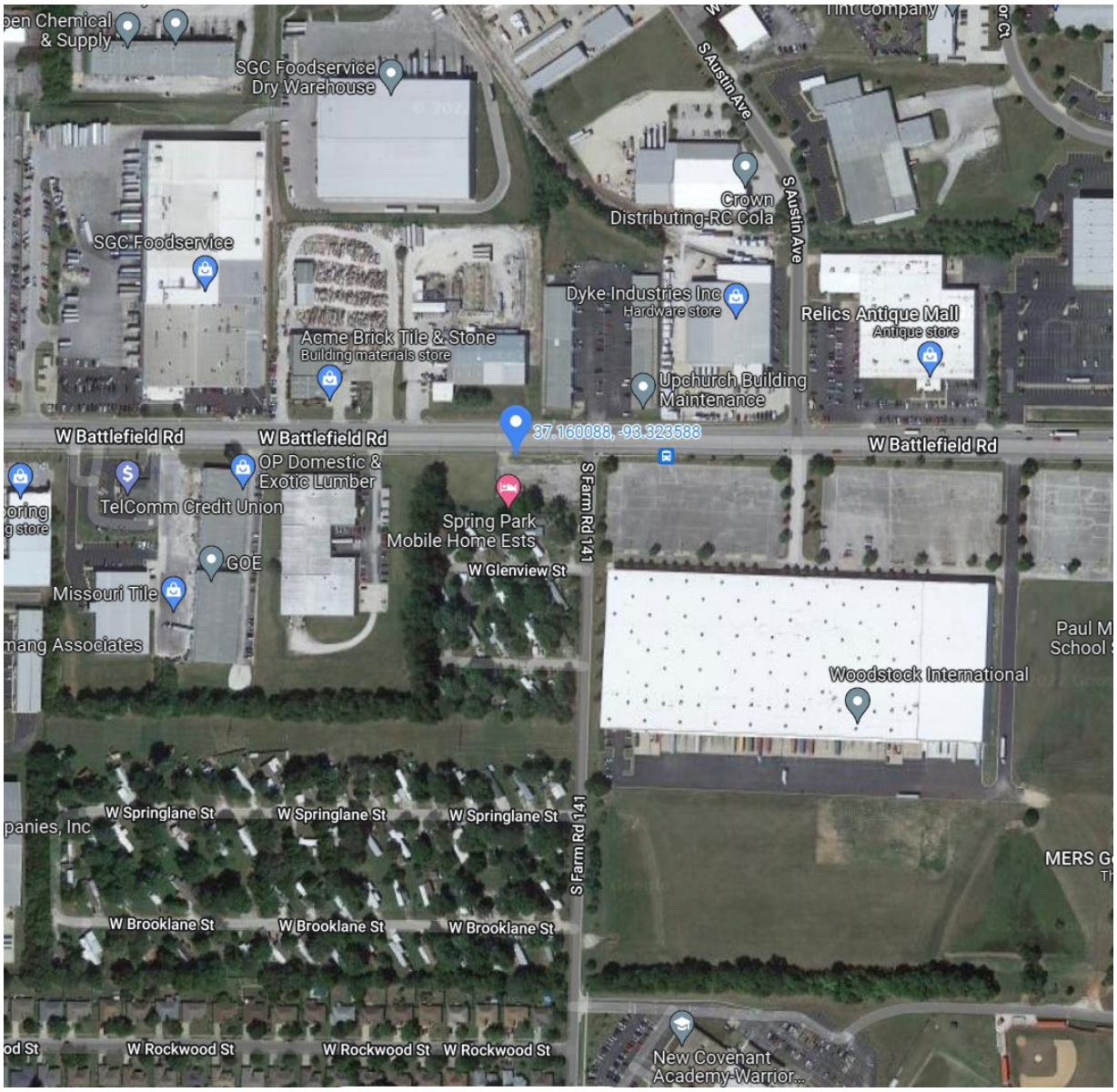
8. The proposed zoning will not deny the property owner of any reasonable viable economic use.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	R-MHC	IC	HM
LAND USE	Industrial/manufacturing uses	Manufactured home uses	Industrial warehousing uses	Industrial/manufacturing uses

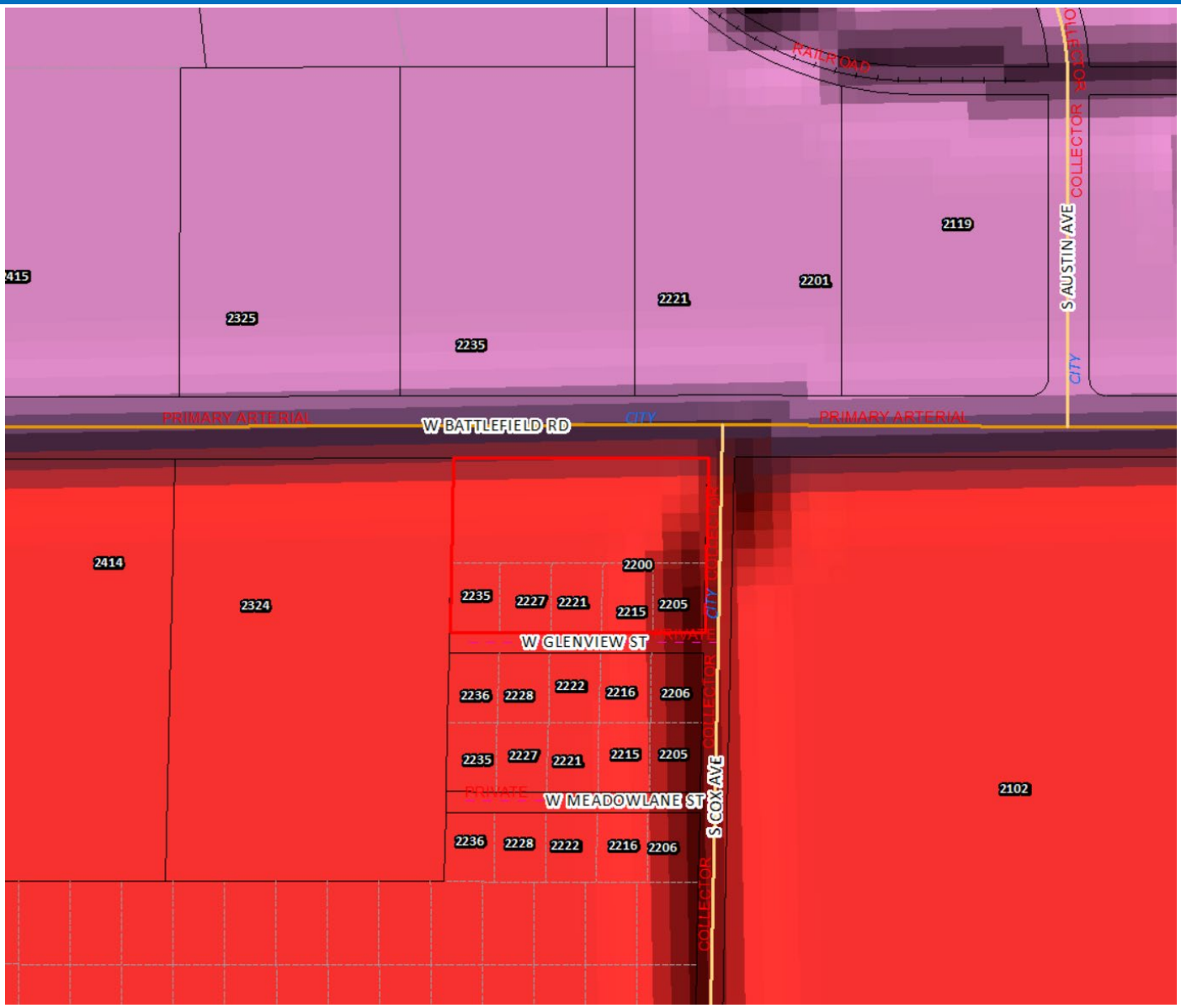
Development Review Staff Report

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



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

Development Review Staff Report

PROPERTY HISTORY:

The subject property was annexed in 1955 and rezoned to R-MHC as part of the 1995 Citywide remapping.

PLANNING AND ZONING COMMISSION AUTHORITY:

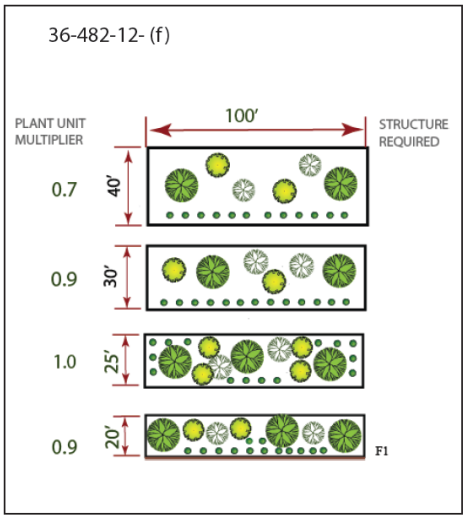
Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR IC
Minimum Yard Requirements	*Front yard:* Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 15 percent.
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
N/A	The subject property is adjacent to R-MHC to the south which requires a bufferyard Type F between districts. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this area as appropriate for High Intensity Retail, Office or Housing uses. The uses in these areas are expected to have greater density and intensity of land development.

This area has changed since the adoption of the *Comprehensive Plan* as there have been multiple industrial commercial rezonings which have occurred in this area. The requested IC, Industrial Commercial District zoning is consistent with the existing industrial commercial zoning and uses in this area. The Plan recommends that neighborhood-scale businesses be located near intersections of arterials and collector streets. The Major Thoroughfare Plan classifies Battlefield as a Primary Arterial and Cox as a commercial Collector roadway. It should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The requested IC, Industrial Commercial zoning is consistent with the existing industrial commercial zoning and uses that front Battlefield Road in this area.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 2 acres of property generally located at 2200 W. Battlefield Road from R-MHC, Manufactured Home Community District to IC, Industrial Commercial District, and establish Conditional Overlay District No. 213. The intent of this rezoning application is to allow for a new retail establishment.

2. The requested IC, Industrial Commercial, zoning is consistent with the existing industrial and commercial zoning and uses that front Battlefield Road in this area.

3. The proposed Industrial Commercial zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The Industrial Commercial district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. This district is designed primarily to accommodate land that both meets the above intent and was zoned for industrial uses prior to the enactment of said ordinance. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted. Areas zoned IC are intended to be located primarily at major intersections in or adjacent to industrial areas and on land that is designated as a mixed industrial/commercial use area in the comprehensive plan. Areas zoned IC are intended to be at least five acres in size unless they adjoin a LI, light industrial, GM, general manufacturing, or HM, heavy manufacturing district, or the zoning is based on an adopted plan or comprehensive zoning scheme.

4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the IC zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development; this study must be approved by Public Works. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for Battlefield Road or Cox Avenue shall be provided at the time of administrative lot combination. Sidewalk is required to be constructed along the property frontage of Cox Avenue or a fee in lieu of request submitted and approved by the ARC. The subject properties shall be administratively combined following the current Subdivision Regulations and public sewer extended to the property. Access to the property must meet existing City of Springfield spacing standards for a Primary Arterial on Battlefield Road and for a Collector on Cox Avenue.

5. The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

6. The IC District has Use Limitations to protect neighboring properties:

    a. No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time.
    b. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.

c. All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings.
d. Storage may be maintained outside a building in the side yards or rear yard if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district.
e. All outdoor storage shall be at least 100 feet from any residential district boundary.
f. No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
g. No building shall be used for residential purposes except that a watchman or custodian may reside on the premises.
h. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).

7. The development of the property will require a bufferyard along the south property line adjacent to the R-MHC, Manufactured Home Community zoning district. The normal bufferyard required between IC and R-MHC would be a Bufferyard "Type F" at least twenty (20) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be three (3) canopy tree, three (3) understory trees, four (4) evergreen tree and twenty (20) shrubs. A six-foot-tall solid wood fence is required as part of this bufferyard.

8. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on April 14, 2022, regarding the rezoning request. A summary of the meeting 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: 4 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

CITY UTILITIES:

No issues with proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning although the address does not have access to public sewer. Public sewer will need to be extended before any development occurs which will require public improvement plans.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Inman Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small.** The property **is not in a stream buffer area.**

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

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. If the additional impervious is minimal then a fee in lieu of detention may be allowed. A fee in lieu of detention is permissible: Additional proposed use of site will increase impervious surface area a small amount.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. The development is shown within a sinkhole watershed of Sinkhole S121. Per Ch. 11 Sec. 2.2.2 and 2.2.3. Flooding Evaluation and Restrictions. A flooding evaluation is required for proposed developments that potentially reside within the sinkhole flooding area or that increase the volume of runoff to a sinkhole. The evaluation shall provide the following components:
    a. Drainage area map.
    b. Details of the drainage path of the discharge from the development to the sinkhole (off-site sinkholes).
    c. Flooding evaluation as described below.
4. Sinkhole flooding elevations must be determined under both pre-development and post development conditions. All calculations must be completed assuming no subsurface outflow from the sinkhole. This evaluation may not be necessary for certain collapse sinkholes that do not have a drainage area and therefore do not pose a flood risk.
5. An as-built survey of the detention and water quality improvements are required to be provided to Public Works prior to the stormwater permit being closed.
6. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.
7. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Battlefield Road as a Primary Arterial roadway and S. Cox Avenue as a Collector roadway. W. Glenview Street is classified as a Private Street. The standard right-of-way width for W. Battlefield Road is 50-feet from the centerline and 30-feet from the centerline for S. Cox Avenue. To meet these requirements, it appears an additional 5-feet of right-of-way is needed along W. Battlefield Road and an additional 10-ft of right-of-way is needed along S. Cox Avenue. A 30' X 30' right of way sight triangle is also required at the corner of W. Battlefield Road and S. Cox Avenue. 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. Battlefield Road and S. Cox Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on this portion of W. Battlefield Road is 22,063 vehicles per day. The most recent traffic count on this portion of S. Cox Avenue is 2,693 vehicles per day. On-Street parking is not allowed on W. Battlefield Road. On-Street parking is allowed on S. Cox Road.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Battlefield Road and two from S. Cox Avenue. Additional access will not be allowed to W. Battlefield Road. The northernmost access to the property from S. Cox Avenue is required to be a minimum of 100-feet from W. Battlefield Road. The existing access does not meet this requirement and needs to be shifted 100 feet south of Battlefield Road.

SIDEWALK
There is existing sidewalk along the property frontage of W. Battlefield Road. There is not existing sidewalk along the property frontage of S. Cox Avenue. Sidewalk is required to be constructed along the property frontage of S. Cox Avenue at the time of development or an application made to the ARC for approval to pay a fee in lieu of construction of sidewalk. If the applicant chooses to seek approval for a fee in lieu of and the request is approved, the fee must be paid prior to approval of a building permit. The current fee is $31.46 per linear foot.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area of the property pertaining to this zoning. There are no bus stops along the property frontage of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
A Traffic Impact Study is required to be submitted at the time of development based on the actual usage of the property as the change in zoning generates an additional 100 trips in pm peak and 1,000 trips in a 24-hour period.

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	W. Battlefield Road	Primary Arterial	No	45	50
Street 2	S. Cox Avenue	Collector	Yes	20	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	6	8	68	
***Proposed Trips Generated**	36	156	1680	

Additional Trips Generated	30	148	1612

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

FIRE DEPARTMENT:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-9-2022 & CONDITIONAL OVERLAY DISTRICT NO. 213

The requirements of Section 36-434. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of the study shall be incorporated in site plan, Public Improvement Plans (PIP), or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. Any necessary improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

2. The subject properties shall be administratively combined following the current Subdivision Regulations.

3. Public sewer must be extended to the site before any development occurs. This will require public improvement plans.

4. City's Transportation Plan classifies W. Battlefield Road as a Primary Arterial, which requires 50-feet of right of way from the centerline and classifies S. Cox Avenue as a Collector, which requires 30-feet of right of way from the centerline. An additional 5-feet of right-of-way is needed on Battlefield Road and an additional 10-feet is need on Cox Avenue. A 30 foot X 30 foot right-of-way sight triangle is also required at the intersection of Battlefield and Cox. 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.

5. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of S. Cox Avenue at the time of development. The sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.

6. Access to the property must meet existing City of Springfield spacing standards for a Primary Arterial on Battlefield Road and for a Collector on Cox Avenue.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-MHC to IC
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 04/14/2022 at 4:00p-6:30p
3. Meeting Location: Beacon Building Products - 3149 S Scenic Ave, Springfield, MO 65807
4. Number of invitations that were sent: 31
5. How the mailing list was generated: The City of Springfield Developmental Services
6. Number of neighbors in attendance (attach a sign-in sheet): 0
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).

   None

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

   None

I, Amanda Johnson (*print name)*, attest that the neighborhood meeting was held on 04/14/2022 (*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."

Amanda M. Johnson Digitally signed by Amanda M. Johnson
DN: cn=Amanda M. Johnson, o=Anderson Engineering, Inc, ou=SP1, email=ajohnson@ae-inc.com, c=US
Date: 2022.04.21 14:24:50 -05'00'

Signature of person completing affidavit

Amanda Johnson - Anderson Engineering, Inc.

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-24-22

Sponsored by: Hardinger

First Reading: _____ Second reading: _____

COUNCIL BILL 2022-132 SPECIAL ORDINANCE _____

AN ORDINANCE

SETTING a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023; and declaring an emergency.

WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, generally referred to as "Fiscal Year 2022-2023," it is necessary for City Council to set the preliminary tax levy on real and personal property; and

WHEREAS, said tax levies are assessed on all real and personal property on the tax rolls as of January 1, 2022; and

WHEREAS, the projected levy for Fiscal Year 2022-2023 is anticipated to be $0.6196 per $100 of assessed valuation, although this levy may be adjusted by the State Auditor in August of 2022; and

WHEREAS, the City of Springfield Public Hearing Notice regarding the levies herein has been published, and a copy of said notice is attached hereto as "Exhibit A."

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

Section 1 – There is hereby levied for Fiscal Year 2022-2023, a tax upon the $100.00 valuation of all real and personal property within, or having its taxable status within, the corporation limits of the City subject to taxation, and upon the $100.00 valuation of all property in the City, subject to taxation and assessed to any railroad, telegraph, telephone, street, railway, or bridge company, according to the last assessed valuation of the said properties of such companies fixed by the following purposes:

(a) For municipal purposes as authorized by Article X Section 1 of the Constitution of the State of Missouri and approved by the voters of the City, a rate of $0.2665;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of $0.1867;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of $0.1273;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of $0.0391.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

(1) The assessed valuations by category of real, personal, and other tangible property for the preceding year and this year are as follows:

SOURCE	2021 FINAL VALUATION	2022 ESTIMATED VALUATION
Real Estate	$2,739,874,300	$2,831,660,089
State Assessed Utilities	25,433,311	26,285,327
Personal Property	493,551,195	510,085,160
Total	$3,258,858,806	$3,368,030,576

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is $22,882,221.

(3) The tax rates proposed to generate this revenue and their estimated yields are as follows:

PURPOSE	PROPOSED TAX LEVY	TOTAL
Art Museum	$ 0.0391	$ 1,443,988
Public Parks	0.1867	6,894,949
Public Health	0.1273	4,701,270
Municipal Purposes	0.2665	9,842,014
Total	$ 0.6196	$ 22,882,221

Section 3 – City Council finds that proper notice was published containing the information set forth in Section 2 above, and a public hearing has been held regarding

the proposed rates of taxes.

Section 4 – Within such time so as to permit the aforesaid taxes to be extended upon the assessment books, the levy so established herein shall be certified by the City Clerk to the Director of Finance and to the County Collector of Greene County, Missouri, who shall proceed to extend the aforesaid taxes for the year upon the assessment books, in the appropriate columns. Furthermore, City Council expressly authorizes the City Manager and City Clerk to take any and all actions necessary to carry out the intent and purpose of this Ordinance.

Section 5 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the fixing of the preliminary tax rates for the Fiscal Year beginning July 1, 2022. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 132

FILED: 05-24-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: To set the real and personal property preliminary tax levy for the City of Springfield for Fiscal Year 2022-2023 at a level of $0.6196 per $100 assessed valuation; and declaring an emergency.

REMARKS: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2022. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2022-2023. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2022.

The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2022-2023 will be $0.6196 per $100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August, 2022, based on the tax levies provided by the State Auditor.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

CITY OF SPRINGFIELD
PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2022-2023

DATE AND TIME: May 31, 2022 at 6:30 P.M.

PLACE: City Council Chambers, City Hall, 830 Boonville Avenue, Springfield, Missouri 65802

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2022 are:

SOURCE	VALUATION
Real Property	$2,831,660,089
State Assessed Utilities	26,285,327
Personal Property	510,085,160
Total	$3,368,030,576

The proposed City budget for 2022-2023 reflects the following yield on this estimated valuation:

FUND	TAX LEVY	YIELD	SURTAX	TOTAL
Art Museum	$ .0391	$ 1,316,900	$ 127,088	$ 1,443,988
Public Parks	.1867	6,288,113	606,836	6,894,949
Public Health	.1273	4,287,503	413,767	4,701,270
Municipal Purposes	.2665	8,975,801	866,213	9,842,014
Total	$ .6196	$20,868,317	$2,013,904	$22,882,221

The City of Springfield tax levies will be finalized in August 2022 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be in the hearing record.

Anita Cotter, City Clerk
City of Springfield, Missouri

One-rdg._____
P. Hrngs. _____
Pgs. 8
Filed: 05-24-22

Sponsored by: Lear

First Reading: _____ Second Reading: _____
AMENDED
COUNCIL BILL 2022- 133 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

WHEREAS, the City Manager has submitted a budget to City Council for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, generally referred to as "Fiscal Year 2022-2023"; and

WHEREAS, a public hearing was held on the budget on May 31, 2022.

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

Section 1 – A budget for Fiscal Year 2022-2023 for the City of Springfield, Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2022-2023" ("Budget"), a copy of which is on file with the City Clerk, providing total revenues of $444,934,471 and appropriations for all funds of $444,934,471, is hereby adopted. Budgeted revenues and appropriations for Fiscal Year 2022-2023 are detailed in "Exhibit A," which is attached hereto and incorporated herein by reference.

Section 2 – The lease obligations under various agreements between the City and the Public Building Corporation of the City of Springfield, Missouri, as well as all other similar lease obligations subject to annual appropriations, are hereby authorized for renewal for Fiscal Year 2022-2023, and the funds for such payments as set forth in the Budget stand appropriated.

Section 3 – From July 1, 2022, the effective date of the Budget, the amounts shown in the Budget as adopted are hereby appropriated for the various departments, offices, and agencies specified therein, except that any new full-time equivalent ("FTE") position that replaces a contract position on the date of passage of this Ordinance will be effective on June 19, 2022. All Fiscal Year 2022-2023 expenditures of the City shall

be limited to the appropriations provided for the departments, offices, and agencies, as detailed in the Budget, unless further appropriations are made by City Council.

Section 4 – The City Manager is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the revenues and appropriations for Fiscal Year 2022-2023, and is further directed to file a certified copy of the adopted Budget for said fiscal year with the City Clerk.

Section 5 – The City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the adoption of a budget for the City for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, and providing revenues and appropriations for the various functions and activities of City government. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-133

FILED: 05-24-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: To adopt the Fiscal Year 2022-2023 Budget for the City of Springfield and to declare an emergency.

REMARKS: The Finance Department recommends the adoption of a Proposed Budget totaling $444,934,471 as submitted by the City Manager, which is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2022–2023." The proposed budget was reviewed and discussed by City Council on April 26, 2022; May 3, 2022; May 10, 2022; and May 17, 2022. There was opportunity for public input at a public hearing held on May 31, 2022.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

Revenues

Schedule of Actual and Projected Revenues and Resources (All Fund Types):

	General Fund	Special Revenue Funds	Grant Funds	Capital Projects Funds	Debt Service Funds
TAXES					
Sales (General)	$ 55,967,000	$ -	$ -	$ -	$ -
Sales (Capital Improvement)	-	-	-	13,992,000	-
Sales (Law Enforcement)	-	9,877,895	-	-	-
Sales (Transportation)	-	-	-	6,996,000	-
Sales (Parks)	-	13,354,855	-	-	-
Sales (911)	-	7,097,465	-	-	-
Sales (Public Safety Pension)	-	41,975,275	-	-	-
Use	7,353,000	7,353,000	-	-	-
Property	-	13,845,729	-	-	9,982,093
Payment In Lieu of Taxes	17,218,000	-	-	-	-
Gross Receipts	4,370,000	400,000	-	-	-
Cigarette	645,000	-	-	-	-
Tourism	-	6,532,416	-	-	-
Special Taxing Districts	152,000	1,597,000	-	-	-
	85,705,000	102,033,635	-	20,988,000	9,982,093
LICENSES AND FINES					
Occupational Licenses	4,552,000	-	-	-	-
Permits	1,705,000	476,000	-	-	-
Fines and Forfeitures	681,000	-	-	-	-
Court Costs	262,000	-	-	-	-
	7,200,000	476,000	-	-	-
CHARGES AND FEES					
Charges for Services	732,000	4,070,112	-	-	-
User Fees	-	10,137,972	-	-	269,200
Aviation Fuel Sales	-	-	-	-	-
Sale of Goods	50,000	1,206,432	-	-	-
Rentals	24,000	136,100	-	-	-
	806,000	15,550,616	-	-	269,200
INTERGOVERNMENTAL					
Gasoline Taxes	-	5,200,000	-	-	-
State of Missouri	-	2,451,558	-	-	-
Greene County	-	3,725,805	-	-	-
Grants -		-			
Airport	-	-	-	-	-
Community Development	-	-	3,900,000	-	-
Workforce Development	-	-	5,385,157	-	-
WIC Program	-	-	1,765,415	-	-
Police	-	-	731,720	-	-
Other	-	269,087	3,984,574	376,000	-
	-	11,646,450	15,766,867	376,000	-
Interest on Investments	50,000	186,717	-	17,500	14,000
Special Assessment Tax Bills	-	-	-	-	399,500
Interest on Tax Bills	-	-	-	-	-
Bond and Loan Proceeds	-	109,000	-	-	-
Reserve	4,166,438	4,047,511	5,244	-	287,500
Other Miscellaneous Revenues	515,561	4,176,214	-	2,925,000	200,000
	4,731,999	8,519,442	5,244	2,942,500	901,000
RESOURCES BEFORE TRANSFERS	98,442,999	138,226,142	15,772,110	24,306,500	11,152,293
TRANSFERS	3,719,333	7,352,263	79,000	491,000	11,105,450
LESS ELIMINATIONS	-	(490,320)	-	(210,000)	(4,137,000)
TRANSFERS FROM OTHER FUNDS	3,719,333	6,861,943	79,000	281,000	6,968,450
TOTAL RESOURCES	$ 102,162,332	$ 145,088,085	$ 15,851,110	$ 24,587,500	$ 18,120,743

Revenues

Schedule of Actual and Projected Revenues and Resources (All Fund Types):

	Enterprise Funds	Internal Service Funds	Proposed 2022-23 Total	Adopted 2021-22 Total	Actual 2020-21 Total
TAXES					
Sales (General)	$ -	$ -	$ 55,967,000	$ 48,928,000	$ 50,878,718
Sales (Capital Improvement)	-	-	13,992,000	12,232,000	12,362,128
Sales (Law Enforcement)	-	-	9,877,895	8,608,200	9,026,705
Sales (Transportation)	-	-	6,996,000	6,116,000	6,181,025
Sales (Parks)	-	-	13,354,855	11,662,750	12,704,341
Sales (911)	-	-	7,097,465	6,467,823	5,668,614
Sales (Public Safety Pension)	-	-	41,975,275	35,920,200	37,101,896
Use	-	-	14,706,000	10,250,000	10,781,825
Property	-	-	23,827,822	23,196,862	23,351,731
Payment In Lieu of Taxes	358,500	-	17,576,500	16,472,475	17,402,086
Gross Receipts	-	-	4,770,000	4,525,000	4,858,471
Cigarette	-	-	645,000	670,000	664,174
Tourism	-	-	6,532,416	4,769,000	4,601,570
Special Taxing Districts	-	-	1,749,000	1,346,000	1,296,927
	358,500	-	**219,067,228**	191,164,310	196,880,211
LICENSES AND FINES					
Occupational Licenses	-	2,500	4,554,500	4,277,500	4,574,268
Permits	216,500	-	2,397,500	2,701,000	2,468,285
Fines and Forfeitures	-	-	681,000	692,000	690,293
Court Costs	-	-	262,000	228,000	374,789
	216,500	2,500	**7,895,000**	7,898,500	8,107,635
CHARGES AND FEES					
Charges for Services	67,382,000	5,074,181	77,258,293	73,165,280	73,890,990
User Fees	15,845,260	-	26,252,432	19,745,499	18,677,399
Aviation Fuel Sales	4,975,000	-	4,975,000	4,565,000	3,248,450
Sale of Goods	307,750	30,000	1,594,182	1,006,644	2,198,499
Rentals	7,749,500	-	7,909,600	6,435,500	5,566,059
	96,259,510	5,104,181	**117,989,507**	104,917,923	103,581,397
INTERGOVERNMENTAL					
Gasoline Taxes	-	-	5,200,000	4,200,000	4,216,249
State of Missouri	-	-	2,451,558	2,401,627	2,549,566
Greene County	-	-	3,725,805	3,670,027	2,261,191
Grants -					-
Airport	6,651,800	-	6,651,800	3,200,000	15,156,549
Community Development	-	-	3,900,000	3,790,000	2,775,571
Workforce Development	-	-	5,385,157	5,143,752	4,625,068
WIC Program	-	-	1,765,415	1,572,547	1,292,027
Police	-	-	731,720	704,073	404,493
Other	40,000	-	4,669,662	3,925,877	3,295,987
	6,691,800	-	**34,481,117**	28,607,903	36,576,701
Interest on Investments	1,335,000	25,000	1,628,217	1,804,500	227,652
Special Assessment Tax Bills	-	-	399,500	1,008,295	435,682
Interest on Tax Bills	-	-	-	-	52,310
Bond and Loan Proceeds	-	-	109,000	126,000	373,817
Reserve	7,300,000	917,800	16,724,492	14,765,741	-
Other Miscellaneous Revenues	430,000	5,000	8,251,775	8,439,487	5,307,650
	9,065,000	947,800	**27,112,985**	26,144,023	6,397,111
RESOURCES BEFORE TRANSFERS	112,591,310	6,054,481	406,545,836	358,732,659	351,543,055
TRANSFERS	28,057,252	20,435,659	71,239,957	61,727,473	-
LESS ELIMINATIONS	(28,014,002)	-	(32,851,322)	(25,904,056)	-
TRANSFERS FROM OTHER FUNDS	43,250	20,435,659	38,388,635	35,823,417	35,340,811
TOTAL RESOURCES	$ 112,634,560	$ 26,490,140	**$ 444,934,471**	$ 394,556,076	$ 386,883,866

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2020-21 Actual	2021-22 Adopted	2022-23 Proposed
GENERAL FUND			
Building Development Services	$ 3,060,716	$ 4,035,848	$ 3,682,147
City Attorney	2,043,900	2,246,878	2,403,382
City Clerk	663,021	625,226	669,569
City Manager	2,170,541	3,930,195	7,310,308
Economic Vitality	-	-	1,071,559
Finance	6,691,225	6,038,266	7,974,222
Fire	21,099,620	21,478,686	24,125,948
Human Resources	1,730,281	2,000,236	2,166,876
Information Systems	4,139,943	4,314,520	4,652,878
Mayor and City Council	146,238	177,480	210,676
Municipal Court	1,458,215	1,659,091	1,811,811
Planning and Development	2,205,290	2,567,368	2,305,399
Police	27,963,918	30,221,704	32,069,199
Public Information Department	597,255	628,635	852,229
Public Works	8,220,918	9,238,374	10,856,130
TOTAL GENERAL FUND	82,191,080	89,162,507	102,162,332
SPECIAL REVENUE FUNDS			
Art Museum	1,570,639	1,807,002	2,000,390
Community Improvement Districts	1,891,285	1,946,000	2,324,000
Convention and Visitors Bureau	4,747,418	4,591,300	4,199,300
Emergency Communications	5,670,921	6,467,823	7,097,465
Hotel/Motel Tax	1,905,106	3,397,000	3,256,916
Law Enforcement Sales Tax	7,360,710	8,618,200	11,252,286
Level Property Tax	6,555,851	6,243,273	5,617,157
Miscellaneous Special Revenue	1,407,995	2,689,626	3,279,551
Police Special Revenue	1,443,084	2,486,686	2,779,112
Public Health Services	4,296,352	9,161,086	9,360,461
Public Parks	10,309,169	11,744,058	13,729,742
Public Parks City/County Wide Sales Tax	13,952,968	16,874,379	18,526,511
Public Safety Pension Sales Tax	37,101,896	35,920,200	41,975,275
Public Works - Transportation	11,023,419	14,200,000	16,900,000
Road and Bridge Maintenance	1,701,515	2,075,000	2,100,000
Video Service Provider	638,393	733,594	689,919
TOTAL SPECIAL REVENUE FUNDS	111,576,722	128,955,227	145,088,085

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2020-21 Actual	2021-22 Adopted	2022-23 Proposed
GRANT REVENUE FUNDS			
Community Development	$ 3,140,535	$ 6,906,949	$ 7,048,244
Police Grants	422,865	704,073	731,720
Public Health Grants	1,127,691	621,359	920,574
WIC Program	1,312,200	1,572,547	1,765,415
Workforce Development	4,683,658	5,143,752	5,385,157
TOTAL GRANT REVENUE FUNDS	10,707,302	14,948,680	15,851,110
CAPITAL PROJECTS FUNDS			
Capital Improvements Sales Tax	13,170,030	18,348,000	20,988,000
Public Works/Other Improvements	1,019,982	3,223,500	3,599,500
TOTAL CAPITAL PROJECTS FUNDS	14,190,013	21,571,500	24,587,500
DEBT SERVICE FUNDS			
General Obligation Bonds	1,319,693	1,008,295	1,149,500
Leasehold Revenue Bonds	8,306,396	9,725,473	9,246,243
Special Obligation Bonds	8,666,770	7,397,000	7,725,000
TOTAL DEBT SERVICE FUNDS	18,292,860	18,130,768	18,120,743
ENTERPRISE FUNDS			
Airport	27,408,280	27,459,400	39,218,800
Clean Water Services	38,136,306	56,000,000	58,750,000
Golf	3,118,596	3,375,000	3,665,760
Solid Waste	10,857,169	9,400,000	11,000,000
TOTAL ENTERPRISE FUNDS	79,520,351	96,234,400	112,634,560
INTERNAL SERVICE FUNDS			
Print Shop	196,029	244,295	251,681
Self-Insurance	20,503,941	21,133,700	21,338,459
Service Center	2,885,331	4,175,000	4,900,000
TOTAL INTERNAL SERVICE FUNDS	23,585,300	25,552,995	26,490,140
TOTAL ALL FUND TYPES	$ 340,063,628	$ 394,556,076	$ 444,934,471

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2022-133

FILED: 06-01-22

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the March 31, 2022, Council meeting, City Council voted to amend the "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2022-2023" to add two traffic safety officer full-time equivalent positions, to add one investigative services specialist full-time equivalent position, to delete three police officer full-time equivalent positions, and to make any salary savings from those changes available for vehicles and supplies for the traffic safety officers and investigative services specialist positions.

A copy of the "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2022-2023" is on file with the City Clerk.

Submitted by:

Rhonda Lewsader

Rhonda Lewsader, City Attorney

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 05-24-22

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-134 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to execute the Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation to facilitate acceptance of the City's share of settlement proceeds from the national opioids litigation.

WHEREAS, opioid dependency in the Unites States has triggered a national crisis; and

WHEREAS, the City of Springfield and many other states and local governments filed lawsuits against opioid manufacturers and distributors and over 3,000 of these cases were combined in the opioids multi-district litigation; and

WHEREAS, on July 21, 2021, the Plaintiffs' Executive Committee in the multi-district opioids litigation announced the terms of a global settlement agreement ("Settlement") with opioid manufactures Janssen and several drug distributors; and

WHEREAS, the Settlement provided that states may adjust the allocation to political subdivisions by statute or allocation agreements; and

WHEREAS, both the state of Missouri and the City chose to participate in the Settlement agreement; and

WHEREAS, the state of Missouri has provided a Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation ("Memorandum of Understanding") adjusting the Settlement's allocation to political subdivisions; and

WHEREAS, executing the Memorandum of Understanding would facilitate the distribution of the City's share of Settlement proceeds.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into the Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation, said Memorandum to be substantially the same as the document attached hereto and incorporated herein by reference as "Exhibit A" for the purpose of facilitating acceptance of the City's share of settlement proceeds as a participating subdivision in the national opioids litigation settlement.

Section 2 – This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-134

FILED: 05-24-22

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or his designee, to execute the Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation to facilitate acceptance of the City's share of settlement proceeds from the national opioids litigation.

BACKGROUND INFORMATION: Opioid dependency in the United States has triggered a national crisis. In response to the crisis, states, and local governments, including the City of Springfield, filed litigation against opioid manufacturers and distributors. Over 3,000 of these cases were combined together in the opioid multi-district litigation to streamline procedural issues of similar cases prior to trial.

On July 21, 2021, the Plaintiffs' Executive Committee in the multi-district opioid litigation announced the terms of a global settlement agreement with opioid manufacturers Janssen and several drug distributors. The settlement was structured so that states first chose to participate, then political subdivisions within participating states chose whether to participate. Additionally, states were authorized to adjust the allocation to political subdivisions by statute or allocation agreements.

Both the state of Missouri and the City chose to participate in the settlement. The state of Missouri decided to adjust the allocation to political subdivisions and has provided a Memorandum of Understanding Between the State of Missouri and Its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation ("Exhibit A"). Executing this agreement will facilitate acceptance of the City's share of settlement proceeds from the national opioids litigation.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MISSOURI AND ITS POLITICAL SUBDIVISIONS ON PROCEEDS RELATING TO THE SETTLMENT OF OPIOID LITIGATION

A. General Principles

1. WHEREAS, the people of the State of Missouri have been harmed by a national and state-wide opioid epidemic caused, in part, by fraudulent marketing and licit and illicit opioid use and distribution throughout the State of Missouri;

2. WHEREAS, the State of Missouri and its political subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic in Missouri;

3. WHEREAS, the structure of settlements with certain pharmaceutical supply chain entities currently facing investigations and litigation in Missouri and throughout the country will take the form of national settlement agreements with Missouri receiving a share of the proceeds of those national agreements to abate the opioid crisis within Missouri;

4. WHEREAS, Missouri's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Missouri political subdivisions participate; and

5. WHEREAS, Missouri and certain of its political subdivisions enter into this Memorandum of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Missouri.

B. Definitions

Settlement Fund Definitions

6. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

7. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, distribution, and dispensing of opioids.

8. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including states and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.

9. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including states and their political subdivisions, in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt plc*, Case No. 20-12522, which is pending in the United States Bankruptcy Court for the District of Delaware.

10. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Missouri and its political subdivisions in the J&J National Settlement.

11. "Distributor Settlement Funds" shall mean monetary amounts allocated to the State of Missouri and its political subdivisions in the Distributor National Settlement.

12. "Opioid Settlement Funds" refers collectively to the J&J Settlement Funds and the Distributor Settlement Funds.

13. "Purdue Settlement Funds" shall mean monetary amounts allocated to the State of Missouri and its political subdivisions in the Purdue Bankruptcy Settlement.

14. "Mallinckrodt Settlement Funds" shall mean monetary amounts allocated to the State of Missouri and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.

15. "Bankruptcy Settlement Funds" refers collectively to the Purdue Settlement Funds and the Mallinckrodt Settlement Funds.

16. "National Settlements" collectively means the Settlement Agreements governing the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, and the Mallinckrodt Bankruptcy Settlement.

17. "Settlement Funds" refers collectively to Opioid Settlement Funds and Bankruptcy Settlement Funds.

Political Subdivision and Share Definitions

18. "Political Subdivisions" means all political subdivisions of the State of Missouri.

19. "Non-Litigating Subdivisions" or "NLS" means Political Subdivisions with a population of 10,000 or more individuals, according to Exhibit G to the J&J National Settlement and the Distributor National Settlement, that did not initiate opioid-related litigation on or before January 1, 2021.

20. "Litigating Subdivisions" or "LS" means Political Subdivisions that initiated opioid-related litigation on or before January 1, 2021.

21. "State Share" refers to the amount of the Settlement Funds allocated to the State of Missouri to be used in accordance with Mo. Stat. Ann. § 196.1050.

22. "Non-Litigating Subdivisions Share" or "NLS Share" refers to the amount of the Settlement Funds allocated to Non-Litigating Subdivisions. The Non-Litigating Subdivisions Share shall be distributed according to Exhibit G to the J&J National Settlement and the Distributor National Settlement.

23. "Litigating Subdivisions Share" or "LS Share" refers to the amount of the Settlement Funds allocated to Litigating Subdivisions.

24. "Approved Uses" shall mean those uses identified in the J&J National Settlement and the Distributor National Settlement.

C. Allocation of Opioid Settlement Funds (J&J and Distributor)

25. The Opioid Settlement Funds (applying to the J&J Settlement Funds and the Distributor Settlement Funds only) shall be divided as follows:

60% to the State Share, and

40% to the Litigating Subdivisions Share.

26. Non-Litigating Subdivisions shall receive the same allocation they would have received under the default provisions of the National Settlements, and distributed according to Exhibit G to the J&J National Settlement and the Distributor National Settlement. Thus, Non-Litigating Subdivisions shall receive the same amount under Exhibit G they would have received as if 15% of the Opioid Settlement Funds had been allocated to all Political Subdivisions.

27. The Non-Litigating Subdivisions Share of the Opioid Settlement Funds shall be deducted from the State Share; it shall not be deducted from the Litigating Subdivisions Share. The Non-Litigating Subdivisions Share shall be paid directly to them by the national administrator and shall not be deposited into accounts for the State of Missouri.

28. All Opioid Settlement Funds allocated to the State Share shall be deposited into the Opioid Addiction Treatment and Recovery Fund and used only for Approved Uses consistent with the provisions of Mo. Stat. Ann. § 196.1050.

29. Any Political Subdivision that cannot use its Opioid Settlement Funds for Approved Uses as required by this MOU may remit their allocated share of Opioid Settlement Funds to the State to be deposited in the Opioid Addiction Treatment and Recovery Fund.

D. Allocation of Bankruptcy Settlement Funds (Purdue and Mallinckrodt)

30. The Bankruptcy Settlement Funds (applying to the Purdue Settlement Funds and and Mallinckrodt Settlement Funds only) shall be divided as follows:

85% to the State Share, and

15% to the Litigating Subdivisions Share.

31. The question of whether the Sackler family can and should be shielded from opioid-related litigation by the Purdue Bankruptcy Settlement is currently under appellate review. In the event that the appellate court removes the Purdue Bankruptcy Settlement protections for the Sackler family and its members and those individuals become vulnerable to opioid-related litigation, then the division outlined in paragraph 30 related to the Sackler family portion of the Purdue Bankruptcy Settlement shall be null and void. If this contingency occurs, then the Sackler family portion of the Purdue Settlement Funds shall be subject to further negotiation between the State of Missouri and Political Subdivisions.

32. All Bankruptcy Settlement Funds allocated to the State Share shall be deposited into the Opioid Addiction Treatment and Recovery Fund and used only for Approved Uses consistent with the provisions of Mo. Stat. Ann. § 196.1050.

33. Any Political Subdivision that cannot use its Bankruptcy Settlement Funds for Approved Uses as required by this MOU may remit their allocated share of Bankruptcy Settlement Funds to the State to be deposited in the Opioid Addiction Treatment and Recovery Fund.

E. Attorneys' Fees for Litigating Subdivisions—Applicable to Opioid Settlement Funds and Bankruptcy Settlement Funds

34. No portion of any Settlement Funds allocated to the State Share or Non-Litigating Subdivisions Share shall be used for attorneys' fees. Instead, any attorneys' fees payable from the Settlement Funds shall be deducted exclusively from the Litigating Subdivisions Share.

35. A Local Government Cost and Fee Fund ("LGCFF") will be created to resolve Litigating Subdivisions attorneys' fees and litigation expense obligations with contingency fee counsel who filed opioid lawsuits on or before January 1, 2021 and who represent Litigating Subdivisions who are eligible for direct payments under this Memorandum.

36. Any contingency-fee counsel retained by Litigating Subdivisions who are eligible for direct payments under this Memorandum must first seek recovery from an attorneys' fee fund established in the National Settlements.

37. The amount of the LGCFF shall be equal to 9% of the Litigating Subdivisions Share under this Memorandum.

38. Under no circumstances may counsel collect more for its work on behalf of a Litigating Subdivision than the attorneys' fees authorized by the MDL Court's order in the national opioids MDL proceedings. *See* Order, *In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL 2804) (N.D. Ohio) (August 6, 2021) (Doc. 3814).

39. The amount and timing for the payments to counsel under this Memorandum shall be consistent with the percentages and timing set forth in Exhibit R § (II) (A) (1) of the Distributor National Settlement and Exhibit R § (II) (A) (1) of the J&J National Settlement.

40. Any funds remaining in the LGCFF beyond what is required to pay contingency counsels' fees and expenses for Litigating Subdivisions who are eligible for direct payments under this Memorandum shall revert to the Litigating Subdivision Share to be used for Approved Purposes as set forth in this agreement.

F. Compliance Reporting and Accountability—Applicable to Opioid Settlement Funds and Bankruptcy Settlement Funds

41. Any recipient of Settlement Funds pursuant to this MOU shall maintain, for a period of at least three years or a period of time required by any record retention laws, whichever is longer, records of abatement expenditures and documents underlying those expenditures, so that

it can be verified that funds are being or have been utilized in a manner consistent with the Approved Uses.

42. Each recipient of Settlement Funds shall provide to the General Assembly a report detailing for the preceding year (1) the amount of Settlement Funds received; (2) a detailed reporting of how any Settlement Funds were spent, including, but not limited to, an itemization of the person or entity to whom the funds were paid and the program, service, or product for which the funds were used; and (3) whether or not the expenditure fits within an Approved Use and identify such Approved Use. The State, through its relevant agencies, shall publish on its website the reports described above.

43. Each recipient of Settlement Funds shall comply with the auditing and reporting provisions set forth in the National Agreements, including but not limited to, cooperating with the Settlement Fund Administrator, the Enforcement Committee, and the Settling Distributors. *See, e.g.*, Distributor National Settlement at V.E.3 and Janssen National Settlement at VI.E.3.

G. Applicability and Effective Date—Applicable to Opioid Settlement Funds and Bankruptcy Settlement Funds

44. This MOU is meant to serve as a State Subdivision Agreement under the J&J National Settlement and the Distributor National Settlement.

45. This MOU is meant to serve as a Statewide Abatement Agreement in the Purdue Bankruptcy Settlement and the Mallinckrodt Bankruptcy Settlement.

46. This MOU is contingent on achieving participation from all Litigating Subdivisions, meaning Missouri receives its full available allocation of $457.6 million and/or the Litigating Subdivisions receive an allocation no less than $183 million. If all Litigating Subdivisions do not participate and the allocations noted above are not achieved, then this MOU becomes null and void.

47. The Parties agree to use their best efforts and cooperate in good faith to achieve 100% participation by Non-Litigating Subdivisions in Missouri necessary to achieve all available incentives under the National Settlements.

48. The provisions relating to the Bankruptcy Settlement Funds in this MOU shall become binding upon the Effective Date in the Purdue Bankruptcy Settlement and/or the Mallinckrodt Bankruptcy Settlement.

49. If any settlement addressed herein proceeds as to Missouri and the events set forth herein occur, but on different dates, the Effective Date shall be the earlier date.

50. This MOU does not automatically apply to future national settlements with opioid manufacturers, distributors, or other opioid-related Defendants not named herein. It will only apply to such settlements if the State and Political Subdivisions agree in a separate written MOU or other Agreement executed by the applicable parties.

51. The parties acknowledge that this MOU does not excuse any requirements placed upon them by the terms of any national settlement agreement, except to the extent those terms allow for a State-Subdivision Agreement to do so, or as required by state law.

H. Enforceability & Implementation—Applicable to Opioid Settlement Funds and Bankruptcy Settlement Funds

52. No person or entity is intended to be a third-party beneficiary of this MOU. Only the State and Political Subdivision signatory parties can enforce the terms of this MOU.

53. Unless required otherwise by a National Settlement or any court order, this MOU shall be interpreted using Missouri law. Any dispute between (1) on one hand, a settling Defendant in the National Settlements, and (2) on the other hand, either the State of Missouri and/or a Political Subdivision related to the provisions of this MOU must be adjudicated by the St. Louis City Circuit Court in the State of Missouri.

Any dispute related to the provisions of this MOU between (1) on one hand, the State of Missouri, and (2) on the other hand, a Political Subdivision, must be adjudicated by the Missouri circuit court that encompasses the defending party (i.e, the party that did not initiate the litigation).[1]

54. If any provision of this MOU is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

55. This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU.

56. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU on behalf of the Political Subdivision he or she represents, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

57. The Parties agree to consider in good faith any amendments as necessary to implement the intent of this agreement.

ERIC S. SCHMITT
Attorney General of the State of Missouri

Date: 2/18/22

[1] For the City of Kansas City, Missouri, that circuit court is the court situated in Jackson County, Missouri (Sixteenth Judicial Circuit).

ADDITIONAL SIGNATURE PAGE TO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MISSOURI AND ITS POLITICAL SUBDIVISIONS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

I have all necessary power and authorization to sign and execute this MOU on behalf of _____.
(political subdivision(s))

Signature: _____

Name: _____

Title: _____

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-24-22

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-135 SPECIAL ORDINANCE _____

AN ORDINANCE

CREATING an exception to the Comprehensive Housing Assistance Program boundary for the Maplewood Villas development, generally located at 550 North Duke Avenue; and authorizing the Department of Planning and Development to approve a $300,000 loan for the Maplewood Villas development with a reduced interest rate from the rate established in the Comprehensive Housing Assistance Program Rules. (Staff and Loan Committee recommend approval.)

_____

WHEREAS, the Comprehensive Housing Assistance Program ("CHAP"), administered by the Department of Planning and Development, provides loans for affordable housing construction and rehabilitation funded by Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program funds; and

WHEREAS, the locally established CHAP boundaries do not allow for projects west of West By-Pass, but the City's Annual Action Plan for the United States Department of Housing and Urban Development allows City Council to authorize projects outside the CHAP boundaries; and

WHEREAS, the Missouri Housing Development Commission ("MHDC") has selected the Maplewood Villas project, developed by The Kitchen, Inc., and generally located at 550 North Duke Avenue, as a Low-Income Housing Tax Credit project; and

WHEREAS, the Maplewood Villas project will include construction of new, affordable housing for residents aged fifty-five (55) and over and for formerly homeless veterans referred by The Kitchen, Inc., and the Veteran's Administration; and

WHEREAS, the current interest rate for loans made under CHAP is fixed at 5%, and the current interest rate for loans made under the MHDC HOME is very low; and

WHEREAS, to support the development of much needed affordable housing, and to provide an interest rate comparable to MHDC, the Loan Committee recommends a 0.75% fixed interest rate for the Maplewood Villas project.

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

Section 1 – An exception is created to the CHAP boundary for the Maplewood Villas development generally located at 550 North Duke Avenue and more particularly described in “Exhibit A,” which is attached hereto and incorporated herein.

Section 2 – The Director of Planning and Development is authorized to approve a $300,000 loan for the Maplewood Villas development at a fixed interest rate of 0.75%.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Barris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 135

FILED: 05-24-22

ORIGINATING DEPARTMENT: Department of Planning and Development

PURPOSE: To create an exception to the Comprehensive Housing Assistance Program boundary for the Maplewood Villas development generally located at 550 North Duke Avenue; and authorizing the Department of Planning and Development to approve a $300,000 loan for the Maplewood Villas development with a reduced interest rate from the rate established in the CHAP Rules. (Staff and Loan Committee recommend approval.)

BACKGROUND INFORMATION: The Comprehensive Housing Assistance Program ("CHAP"), administered by the Department of Planning and Development, provides loans for affordable housing construction and rehabilitation funded by CDBG and HOME program funds. The locally established program boundaries do not allow for projects west of West By-Pass. However, City's Annual Action Plan for the United States Department of Housing and Urban Development allows City Council to authorize projects outside the CHAP boundaries.

The project, Maplewood Villas is generally located at 550 North Duke Avenue, and the project area is more particularly described in "Exhibit A". Maplewood Villas has been selected by the Missouri Housing Development Commission ("MHDC") as a Low-Income Housing Tax Credit ("LIHTC") project. The Kitchen, Inc is the developer. The development will be for households age 55 and over. It will consist of eleven one-story residential buildings containing forty-four universally designed units and a community building. Eleven units will be designated at 30 percent of Area Median Income ("AMI") for formerly homeless veterans referred by The Kitchen, Inc., and the Veteran's Administration. Twenty-three units will be designated for occupancy at 60 percent AMI under the LIHTC program. Five units will be at 60 percent AMI under the HOME program requirements. Five units will be market rate.

The current interest rate for loans made under the CHAP is fixed at 5%. The Missouri Housing Development Commission ("MHDC") HOME loans to finance affordable rental construction are made at a very low interest rate. To be comparable to MHDC and support the development of much needed affordable housing, the Loan Committee recommends a .75% fixed rate for this project.

Upon council approval of the boundary exception and the loan as well as completion of the HUD Environmental Review, the Department of Planning and Development will provide a HOME loan to fund the land acquisition. As a project with HOME funds, the property will remain an affordable rental property for the 20-year compliance period.

REMARKS: This project will provide much needed affordable housing to serve Springfield's 55 plus population.

Submitted by:

Melissa Barton

Melissa Barton, CD Loan Officer

Recommended by:

Susan M. Istenes

Susan Istenes, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

Exhibit A

LEGAL DESCRIPTION

TRACT I:
TO BE KNOWN AS DOGWOOD VILLAGE PHASE I:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29) NORTH, RANGETWENTY-TWO (22) WEST; THENCE NORTH 01°41'21" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1297.70 FEET; THENCE LEAVING SAID QUARTER SECTION LINE SOUTH 89°54'16" EAST, A DISTANCE OF 580.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'16" EAST, A DISTANCE OF 540.34 FEET; THENCE SOUTH 00°06'09" EAST, A DISTANCE OF 123.13 FEET; THENCE NORTH 89°53'51" EAST, A DISTANCE OF 76.38 FEET; THENCE WITH A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 8.17 FEET; WITH A RADIUS OF 8.50 FEET, WITH A CHORD BEARING OF NORTH 62°21'54" EAST, WITH A CHORD LENGTH OF 7.86 FEET; THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 100.41 FEET, WITH A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF SOUTH 87°38'06" EAST, WITH A CHORD LENGTH OF 84.37 FEET; THENCE NORTH 89°53'51" EAST A DISTANCE OF 33.63 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW¼) SOUTHEAST QUARTER (SE¼); THENCE ALONG SAID EAST LINE SOUTH 00°58'52" WEST A DISTANCE OF 174.95 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°53'51" WEST A DISTANCE OF 466.63 FEET; THENCE SOUTH 01°05'08" WEST A DISTANCE OF 945.84 FEET TO A POINT ON THE NORTH LINE OF HIGHWAY 266 (CHESTNUT EXPRESSWAY AS IT NOW EXISTS); THENCE ALONG SAID NORTH LINE SOUTH 89°40'24" WEST A DISTANCE OF 283.75 FEET; THENCE LEAVING SAID NORTH LINE NORTH 01°21'13" EAST A DISTANCE OF 1247.07 FEET TO SAID POINT OF BEGINNING; ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXCEPT:
A PART OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼); THENCE NORTH 02°29'19" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼), A DISTANCE OF 1297.70 FEET; THENCE SOUTH 88°50'21" EAST, A DISTANCE OF 579.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF DUKE AVENUE; THENCE SOUTH 02°27'31" WEST, ALONG THE WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1247.07 FEET TO THE RIGHT-OF-WAY LINE OF CHESTNUT EXPRESSWAY; THENCE SOUTH 89°13'18" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 70.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF DUKE AVENUE FOR A POINT OF BEGINNING; THENCE NORTH 43°22'54" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.93 FEET; THENCE NORTH 02°27'31" EAST, ALONG EAST RIGHT-OF-WAY, A DISTANCE OF 480.21 FEET TO THE RIGHT-OF-WAY OF BILLINGS STREET; THENCE NORTH 46°37'06" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 14.35 FEET; THENCE SOUTH 89°13'18" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 211.38 FEET, TO A POINT 465.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼); THENCE SOUTH 02°11'26" WEST, ALONG A LINE 465.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼), A DISTANCE OF 500.15 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF CHESTNUT EXPRESSWAY; THENCE NORTH 89°13'18" WEST, ALONG NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 213.72 FEET TO THE POINT OF BEGINNING.

TRACT II:
TO BE KNOWN AS DOGWOOD VILLAGE PHASE II:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29) NORTH,

RANGE TWENTY-TWO (22) WEST; THENCE NORTH 01°14'21" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1297.70 FEET; THENCE LEAVING SAID QUARTER SECTION LINE SOUTH 89°54'16" EAST, A DISTANCE OF 580.00 FEET; THENCE SOUTH 89°54'16" EAST A DISTANCE OF 540.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'16" EAST A DISTANCE OF 203.59 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW¼), SOUTHEAST QUARTER (SE¼); THENCE ALONG SAID EAST LINE SOUTH 00°58'52" WEST A DISTANCE OF 122.45 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°53'51" WEST A DISTANCE OF 33.63 FEET; THENCE WITH A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 100.41 FEET, WITH A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF NORTH 87°38'06" WEST, WITH A CHORD LENGTH OF 84.37 FEET; THENCE WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 8.17 FEET, WITH A RADIUS OF 8.50 FEET, WITH A CHORD BEARING OF SOUTH 62°21'54" WEST, WITH A CHORD LENGTH OF 7.86 FEET; THENCE SOUTH 89°53'51" WEST A DISTANCE OF 76.38 FEET; THENCE NORTH 00°06'09" WEST A DISTANCE OF 123.13 FEET TO SAID POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 05-24-22

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022 - 136 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Park Board's Fiscal Year 2021-2022 operating budget by increasing both revenue and expenses in the amount of $2,612,892.13 to allocate $1,800,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, $662,892.13 in reimbursements from insurance claims, and $150,000.00 of revenue and associated expense items within the Golf Fund, respectively.

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

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

WHEREAS, the Fiscal Year 2021-2022 operating budget for the Park Board needs to be adjusted for reimbursements and associated offsetting expense items.

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

Section 1 – The Park Board's Budget for Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 079, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 136

FILED: 05-24-22

ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2021-2022 operating budget by increasing both revenue and expenses in the amount of $2,612,892.13 to allocate $1,800,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales tax funds, $662,892.13 in reimbursements from insurance claims, and $150,000.00 of revenue and associated expense items within the Golf Fund.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary somewhat from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year. During Fiscal Year 2021-2022, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately $1,800,000.00 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets. In addition, during Fiscal Year 2021-2022, the Golf Fund revenues will exceed the amount budgeted by Parks by approximately $150,000.00 (rounded estimate). This additional revenue will be used to offset expense items in the Golf Fund. Finally, for Fiscal Year 2021-2022, $662,892.13 was received in insurance reimbursement revenue to cover the cost of the repairs at Chesterfield Family Center, Rutledge Wilson Farm Park and other park locations. This revenue will be used to offset the cost of these repairs which were incurred as a result of severe weather events.

Submitted by:

Bob Belote, Director of Parks

Approved by:

Jason A. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
079

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	00000	00000	$ 900,000.00	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	00000	00000	900,000.00	Parks 2006 Sales Tax Revenue
57010	16	25010	412020	00000	10170	50,000.00	Horton Smith Golf Course Activity Fees
57010	16	25010	412020	00000	10355	50,000.00	Rivercut Golf Course Activity Fees
57010	16	25010	412020	00000	10410	50,000.00	Bill and Payne Stewart Golf Course Activity Fees
20120	16	80010	414110	00000	00000	38,827.29	Insurance Reimbursement-Various Locations
20120	16	80020	414110	00000	10364	76,823.74	Insurance Reimbursement-Rutledge Wilson Farm Park
20110	16	80010	414110	00000	10065	547,241.10	Insurance Reimbursement-Chesterfield Family Center
Net Revenue Adjustment						$2,612,892.13	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20130	16	80020	508220	00000	10212	$ 850,000.00	Lake Springfield Park Maintenance Facility Replacement
20130	16	80020	504580	00000	00000	50,000.00	Construction and Repairs-Various locations
20120	16	80520	504580	00000	00000	50,000.00	Tennis Court Repairs, Various Locations
20120	16	80020	504580	00000	10076	500,000.00	Cooper Tennis Outdoor Courts Reconstruction
20120	16	80010	501170	00000	00000	50,000.00	Fuel Purchases
20120	16	80010	504580	00000	00000	100,000.00	Security Cameras and upgrades
20120	16	80520	504580	00000	10200	85,000.00	Electrical Upgrades and Service-Killian Sports Complex
20120	16	87510	504580	00000	00000	50,000.00	Hydraulic Cylinder Repair and Security Upgrades, Zoo
20120	16	80010	505520	00000	00000	65,000.00	Utility Expenditures-Gas
57010	16	25010	501130	00000	10169	25,000.00	Chemicals-Supplies-Horton Smith Golf Course
57010	16	25010	501130	00000	10409	25,000.00	Chemicals-Supplies-Bill and Payne Stewart Golf Course
57010	16	25010	501130	00000	10354	25,000.00	Chemicals-Supplies-Rivercut Golf Course
57010	16	25010	507520	00000	10410	15,000.00	Inventory-Bill and Payne Stewart Golf Course Pro Shop
57010	16	25010	507520	00000	10170	15,000.00	Inventory Purchases-Horton Smith Golf Course Pro Shop
57010	16	25010	507520	00000	10355	15,000.00	Inventory Purchases-Rivercut Golf Course Pro Shop
57010	16	25010	501260	00000	10170	10,000.00	Operating Supplies-Horton Smith Golf Course Pro Shop
57010	16	25010	501160	00000	10410	10,000.00	Supplies-Bill and Payne Stewart Golf Course Pro Shop
57010	16	25010	501160	00000	10355	10,000.00	Supplies-Rivercut Golf Pro Shop
20120	16	80010	502710	00000	00000	38,827.29	Insurance Claims-Various Locations
20120	16	80020	502710	00000	10364	76,823.74	Insurance Claims-Rutledge Wilson Farm Park
20110	16	80020	501130	00000	10065	547,241.10	Insurance Claims-Chesterfield Family Center
Net Expenditure Adjustment						$2,612,892.13	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating Parks 2001 and 2006 Sales Tax, Golf Fund revenue and reimbursements received in excess of budget for the fiscal year ending June 30, 2022.

Requested By:

05-24-2022
Department Head Date

Approved By:

05-24-2022
Director of Finance Date

05-24-2022
City Manager Date

Authorization:

Council Bill No. 2022-136
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-24-22

Sponsored by Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2022-137 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City and SPOA are the parties to a certain Collective Bargaining Agreement effective July 1, 2021 (the "CBA"); and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City; and

WHEREAS, Section 18.2 of the CBA allowed the SPOA to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the SPOA did so notify the City; and

WHEREAS, the SPOA and the City's team engaged in wage reopener negotiations and reached a tentative agreement to enter into a Third Amendment to the CBA to amend Article 18 – Wages of the CBA, by including a new section 18.9 to be effective July 1, 2022, said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit has ratified the proposed Third Amendment; and

WHEREAS, the proposed Third Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – The Third Amendment to the CBA, attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed and considered by City Council. Exhibit 1 includes the exhibit to the Third Amendment, which is the new Law Enforcement Schedule Union Salary Schedule (Exhibit 3A to the Third Amendment).

Section 2 – City Council hereby approves entering into Exhibit 1, the Third Amendment to the CBA, as a final and binding Third Amendment to the CBA between the City and the SPOA.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Third Amendment to the CBA to the SPOA, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-137

FILED: 05-24-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department delineating results of collective bargaining negotiations with the SPOA and authorizes the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Article 18 – Wages of the July 1, 2021, SPOA Collective Bargaining Agreement ("CBA"), the City and SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, entered into collective bargaining on March 10, 2022.

The Third Amendment specifies effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule ("LES") Union Salary Schedule. Additionally, effective with the pay period starting July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement smoothing of Steps for salary grades 2, 5 and 10 resulting in varied overall wage increases for the salary grades listed on the current LES Union Salary Schedule. The smoothing is of steps 5 through 14 of all Salary Grades and will result in an approximate 5% differential between such pay steps. As a result of the smoothing process, there will be an approximate overall average increase of 3.96% for employees in Salary Grade 2; an overall average increase of 4.02% for employees in Salary Grade 5; and an overall average increase of 3.07% for employees in Salary Grade 10.

The Third Amendment is attached to the Council Bill as "Exhibit 1," and was ratified by the bargaining unit on April 19, 2022. It amends Article 18 – Wages of the CBA to add language regarding funding Merit Steps and the smoothing resulting in the varied across-the-board pay increases. The remainder of Article 18 – Wages shall remain unchanged. This Third Amendment to the agreement was reached voluntarily through the collective bargaining process. The Third Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Article 18 thereof.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve this Third Amendment to The SPOA Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

THIRD AMENDMENT TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

THIS THIRD AMENDMENT ("Third Amendment") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22 ("SPOA").

Whereas, the City and SPOA are parties to a July 1, 2021, CBA regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First and Second Amendments;

Whereas, Section 18.2 of the CBA allowed the SPOA to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the SPOA did so notify the City;

Whereas, the SPOA and City engaged in wage reopener negotiations and reached a tentative agreement to amend Article 18 – Wages, by including a new section 18.9 to be effective July 1, 2022;

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Article 18 "Wages" of the CBA by adding a new section 18.9, as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

ARTICLE 18 – WAGES

18.9 *Fiscal Year 2023 Wage Reopener Agreement.*

(a) Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule (LES) Union Salary Schedule.

(b) The SPOA and City have agreed to certain increases in the various steps of LES grades 2, 5, and 10, which are shown in the new LES Union Salary Schedule that is attached hereto as Exhibit 1. The parties agree that Exhibit 3A and the increases shown in it shall become effective July 3, 2022, with a corresponding pay date of July 21, 2022.

(c) The City will amend its salary ordinance to incorporate the changes set forth in (a) and (b).

Andrew Zinke, President SPOA 22	Jason Gage, City Manager
Date	Date

Certification that this Third Amendment to the July 1, 2021, SPOA CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

Exhibit 3A

SALARY CHANGE: **Per CBA**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		GRADE
							1,720.00		**1,892.00**		**1,987.20**		**2,086.40**		
LES 2							21.50	44,720.00	23.65	49,192.00	24.84	51,667.20	26.08	54,246.40	**LES 2**
	1,675.20		**1,745.60**		**1,820.80**		**1,915.20**		**2,054.40**		**2,157.60**		**2,264.80**		
LES 5	20.94	43,555.20	21.82	45,385.60	22.76	47,340.80	23.94	49,795.20	25.68	53,414.40	26.97	56,097.60	28.31	58,884.80	**LES 5**
	1,921.60		**2,024.80**		**2,109.60**		**2,214.40**		**2,351.20**		**2,468.80**		**2,592.00**		
LES 10	24.02	49,961.60	25.31	52,644.80	26.37	54,849.60	27.68	57,574.40	29.39	61,131.20	30.86	64,188.80	32.40	67,392.00	**LES 10**

GRADE	STEP 8		STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
	2,190.40		**2,300.00**		**2,415.20**		**2,536.00**		**2,662.40**		**2,796.00**		**2,935.20**		
LES 2	27.38	56,950.40	28.75	59,800.00	30.19	62,795.20	31.70	65,936.00	33.28	69,222.40	34.95	72,696.00	36.69	76,315.20	**LES 2**
	2,378.40		**2,496.80**		**2,621.60**		**2,752.80**		**2,890.40**		**3,035.20**		**3,186.40**		
LES 5	29.73	61,838.40	31.21	64,916.80	32.77	68,161.60	34.41	71,572.80	36.13	75,150.40	37.94	78,915.20	39.83	82,846.40	**LES 5**
	2,721.60		**2,857.60**		**3,000.80**		**3,150.40**		**3,308.00**		**3,473.60**		**3,647.20**		
LES 10	34.02	70,761.60	35.72	74,297.60	37.51	78,020.80	39.38	81,910.40	41.35	86,008.00	43.42	90,313.60	45.59	94,827.20	**LES 10**

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-24-22

Sponsored by Hardinger

First Reading _____ Second Reading _____

COUNCIL BILL 2022-138 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Third Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City and IAFF are the parties to a certain Collective Bargaining Agreement effective July 1, 2021 (the "CBA"); and

WHEREAS, the City established a team (the "City's team") for the purpose of collectively bargaining as the exclusive agent for the City; and

WHEREAS, Section 3.02 of the CBA allowed the IAFF to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2022-2023 and the IAFF did so notify the City; and

WHEREAS, the IAFF and the City's team engaged in wage reopener negotiations and reached a tentative agreement to enter into a Third Addendum to the CBA to amend Section 3.02 – Wages of the CBA, by including a new subpart titled "Fiscal Year 2023 Reopener Agreement," to be effective July 1, 2022, said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit has ratified the proposed Third Addendum; and

WHEREAS, the proposed Third Addendum to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – The Third Addendum to the CBA, attached hereto and incorporated herein by reference as “Exhibit 1,” has been reviewed and considered by City Council. Exhibit 1 includes the exhibit to the Third Addendum, which is the new Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules (Exhibit 3A to the Third Addendum).

Section 2 – City Council hereby approves entering into Exhibit 1, the Third Addendum to the CBA, as a final and binding Third Addendum to the CBA between the City and the IAFF.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Third Addendum to the CBA to the IAFF, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-138

FILED: 05-24-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department that delineates results of collective bargaining negotiations with the IAFF and authorizes the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Section 3.02(D) of the July 1, 2021, IAFF Collective Bargaining Agreement ("CBA"), the City and IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, entered into collective bargaining on March 28, 2022.

The Third Addendum specifies that effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule ("FPS") Union 80 Hour and 112 Hour Salary Schedules. Additionally, effective with the pay period starting July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement an across-the-board four percent (4%) increase to all salary grades listed on the current FPS Union 80 Hour and 112 Hour Salary Schedules.

The Third Addendum is attached to the Council Bill as "Exhibit 1," and was ratified by the bargaining unit on May 4, 2022. It amends Section 3.02 - Wages of the CBA to add language regarding funding Merit Steps and an across-the-board pay increase. The remainder of Section 3.02 - Wages shall remain unchanged. The parties voluntarily agreed to the provisions of the Third Addendum to the CBA through the collective bargaining process. The Third Addendum is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Section 5.03 thereof.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council approve this Third Addendum to The IAFF Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

THIRD ADDENDUM TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THIS THIRD ADDENDUM ("Third Addendum") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, the City and IAFF are parties to a July, 2021, CBA, regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First and Second Addendums;

Whereas, Section 3.02 of the CBA allowed the IAFF to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the IAFF did so notify the City;

Whereas, the IAFF and City engaged in wage reopener negotiations and reached a tentative agreement to amend Section 3.02 – Wages, by including a new subpart titled "Fiscal Year 2023 Wage Reopener Agreement" to be effective July 1, 2022; and

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Section 3.02 – Wages of the CBA by adding a new subpart to the end of Section 3.02, which shall be titled "Fiscal Year 2023 Reopener Agreement," as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

SECTION 3.02 – WAGES

Fiscal Year 2023 Wage Reopener Agreement

1. *Effective July 1,2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules.*
2. *Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement a four percent (4.0%) across-the-board increase to all salary grades listed on the current Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules. New Fire Protection Schedule Union Salary Schedules reflecting these increases are attached hereto as Exhibit 3A and incorporated herein.*
3. *The City will amend its salary ordinance to incorporate the changes set forth in (1) and (2) above.*

_____	_____
Chad Davis, President IAFF Local 152	Jason Gage, City Manager
_____	_____
Date	Date

Certification that this Third Addendum to the July 1, 2021, IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____
David Holtmann, Director of Finance

Approved as to form:

_____
City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

Exhibit 3A

80 Hours Per Pay Period

SALARY CHANGE: **G.O. XXXXX: 4% Increase to all Grades and Steps**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
		1,520.80		**1,611.20**		**1,688.00**		**1,767.20**		**1,853.60**		**1,936.00**	
FPS 1	19.01	39,540.80	20.14	41,891.20	21.10	43,888.00	22.09	45,947.20	23.17	48,193.60	24.20	50,336.00	**FPS 1**
		1,673.60		**1,773.60**		**1,856.80**		**1,943.20**		**2,040.00**		**2,130.40**	
FPS 4	20.92	43,513.60	22.17	46,113.60	23.21	48,276.80	24.29	50,523.20	25.50	53,040.00	26.63	55,390.40	**FPS 4**
		1,894.40		**2,012.00**		**2,108.80**		**2,208.80**		**2,315.20**		**2,368.00**	
FPS 5T	23.68	49,254.40	25.15	52,312.00	26.36	54,828.80	27.61	57,428.80	28.94	60,195.20	29.60	61,568.00	**FPS 5T**
		2,062.40		**2,157.60**		**2,262.40**		**2,370.40**		**2,500.80**		**2,612.80**	
FPS 6	25.78	53,622.40	26.97	56,097.60	28.28	58,822.40	29.63	61,630.40	31.26	65,020.80	32.66	67,932.80	**FPS 6**
		2,115.20		**2,248.00**		**2,353.60**		**2,466.40**		**2,587.20**		**2,699.20**	
FPS 7	26.44	54,995.20	28.10	58,448.00	29.42	61,193.60	30.83	64,126.40	32.34	67,267.20	33.74	70,179.20	**FPS 7**

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
				2,052.80				**2,168.80**		**2,451.20**	
FPS 1			25.66	53,372.80			27.11	56,388.80	30.64	63,731.20	**FPS 1**
				2,258.40				**2,385.60**		**2,696.00**	
FPS 4			28.23	58,718.40			29.82	62,025.60	33.70	70,096.00	**FPS 4**
				2,486.40				**2,604.00**		**2,932.00**	
FPS 5T			31.08	64,646.40			32.55	67,704.00	36.65	76,232.00	**FPS 5T**
				2,735.20				**2,857.60**		**3,213.60**	
FPS 6			34.19	71,115.20			35.72	74,297.60	40.17	83,553.60	**FPS 6**
				2,830.40				**2,962.40**		**3,336.00**	
FPS 7			35.38	73,590.40			37.03	77,022.40	41.70	86,736.00	**FPS 7**

CITY OF SPRINGFIELD, MO

Human Resources Department

FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

112 Hours Per Pay Period

SALARY CHANGE: **G.O. XXXXX: 4% Increase to all Grades and Steps**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
	1,520.80		**1,611.20**		**1,688.00**		**1,767.20**		**1,853.60**		**1,936.00**		
FPS 1	13.5786	39,540.80	14.3857	41,891.20	15.0714	43,888.00	15.7786	45,947.20	16.5500	48,193.60	17.2857	50,336.00	**FPS 1**
	1,673.60		**1,773.60**		**1,856.80**		**1,943.20**		**2,040.00**		**2,130.40**		
FPS 4	14.9429	43,513.60	15.8357	46,113.60	16.5786	48,276.80	17.3500	50,523.20	18.2143	53,040.00	19.0214	55,390.40	**FPS 4**
	1,894.40		**2,012.00**		**2,108.80**		**2,208.80**		**2,315.20**		**2,368.00**		
FPS 5T	16.9143	49,254.40	17.9643	52,312.00	18.8286	54,828.80	19.7214	57,428.80	20.6714	60,195.20	21.1429	61,568.00	**FPS 5T**
	2,062.40		**2,157.60**		**2,262.40**		**2,370.40**		**2,500.80**		**2,612.80**		
FPS 6	18.4143	53,622.40	19.2643	56,097.60	20.2000	58,822.40	21.1643	61,630.40	22.3286	65,020.80	23.3286	67,932.80	**FPS 6**
	2,115.20		**2,248.00**		**2,353.60**		**2,466.40**		**2,587.20**		**2,699.20**		
FPS 7	18.8857	54,995.20	20.0714	58,448.00	21.0143	61,193.60	22.0214	64,126.40	23.1000	67,267.20	24.1000	70,179.20	**FPS 7**

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
			2,052.80				**2,168.80**		**2,451.20**		
FPS 1			18.3286	53,372.80			19.3643	56,388.80	21.8857	63,731.20	**FPS 1**
			2,258.40				**2,385.60**		**2,696.00**		
FPS 4			20.1643	58,718.40			21.3000	62,025.60	24.0714	70,096.00	**FPS 4**
			2,486.40				**2,604.00**		**2,932.00**		
FPS 5T			22.2000	64,646.40			23.2500	67,704.00	26.1786	76,232.00	**FPS 5T**
			2,735.20				**2,857.60**		**3,213.60**		
FPS 6			24.4214	71,115.20			25.5143	74,297.60	28.6929	83,553.60	**FPS 6**
			2,830.40				**2,962.40**		**3,336.00**		
FPS 7			25.2714	73,590.40			26.4500	77,022.40	29.7857	86,736.00	**FPS 7**

One-rdg. _____
P. Hrngs. _____
Pgs. 38
Filed 05-24-22

Sponsored by Lear

First Reading _____ Second Reading _____

COUNCIL BILL 2022-139 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Collective Bargaining Agreement to be effective July 1, 2022, and by and between the City and International Brotherhood of Electrical Workers AFL-CIO Local Union Number 753 ("IBEW"), the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City; and

WHEREAS, the City recognizes the IBEW as the sole collective bargaining representative of a bargaining unit consisting of certain classifications listed on the October 6, 2015, certification issued by the Missouri State Board of Mediation in Public Case No. R 2015-033; and

WHEREAS, the City's team met with the IBEW to discuss wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed collective bargaining agreement; and

WHEREAS, the City's team and the IBEW reached a tentative agreement on a proposed collective bargaining agreement to be effective July 1, 2022, said agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit has ratified the proposed collective bargaining agreement; and

WHEREAS, the proposed collective bargaining agreement is now submitted to City Council for consideration and approval.

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

Section 1 – The proposed collective bargaining agreement, by and between the City and the IBEW, which is attached hereto and incorporated herein as ("Exhibit 1,") has been reviewed and considered by City Council. Exhibit 1 includes the exhibits to the collective bargaining agreement, which are the certification from the State Board of Mediation ("Exhibit A"), the dues deduction authorization ("Exhibit B") and the new Crafts, Trades and Labor Union Salary Schedule ("Exhibit C.")

Section 2 – City Council approves Exhibit 1, the proposed collective bargaining agreement and accepts it as a final and binding agreement between the City and the IBEW with an effective date of July 1, 2022.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the collective bargaining agreement to the IBEW, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 139

FILED: 05-24-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 (IBEW Local No. 753) affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor ("CTL") Schedule; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor ("CTL") Schedule. The agreement attached to the Council Bill as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective July 1, 2022, (assuming execution by the parties on or before then) and valid through June 30, 2025.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2022.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO LOCAL UNION NUMBER 753

REGARDING:

THE BARGAINING UNIT EMPLOYEES IN THE

CRAFTS, TRADES and LABOR (CTL) EMPLOYEE GROUP

EFFECTIVE DATE: July 1, 2022

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (hereinafter referred to as the "Agreement" or "CBA") effective as of July 1, 2022, is entered into by the City of Springfield Missouri (hereinafter referred to as the "City") and International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO (hereinafter referred to as the "Union").

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Severability

If any provision of this Agreement is in violation of any City Ordinance, the City Charter, Court Order, or State or Federal law now in effect or hereinafter to become effective, then that provision shall be severed and the remainder of the Agreement shall not be affected thereby.

However, the parties agree that upon such severing, either party may request that the parties meet and negotiate over any a replacement clause. If such a request is made, then the parties shall meet within sixty (60) days to negotiate over whether any replacement clause should be added and, if so, the contents of the clause.

Article V: Nondiscrimination

Neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2022 and shall continue in full force and effect to and including June 30, 2025, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Bargaining Unit. As certified by the Missouri State Board of Mediation on October 6, 2015, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2015-033.

> Unit: All classifications shown on the inclusions list certified as of October 6, 2015, including any subsequent title changes or new positions, but excluding all probationary, provisional, emergency, seasonal, contract, and temporary employees of the City; excluding all supervisory employees on the Crafts, Trades and Labor (CTL) Non-Union Pay Schedule at the City; and excluding all employees of the LES, FPS, DHS, and PAT Employee Groups and Pay Schedules of the City.

The City recognizes the Union as the exclusive bargaining representative of all employees working in the classifications shown on the inclusion list certified as of October 6, 2015 (which is attached as Exhibit A), including any subsequent title changes or new positions, and as bargaining representative for future employees in such classifications and any new classifications within the bargaining unit which are currently existing or may be certified during the term of this Agreement that may be established by the City at some later date.

This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated bargaining unit.

Article VIII: Union Security – Checkoff

Section 1. New Hires

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

Section 2. Dues Deduction

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit B. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union shall provide notice to the City of any such revocation. The Union will

indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union or employees during the term of this Agreement.

The Union and the employees agree they will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. The City's management rights shall include but not be limited to, the right to:

A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter;

B. To increase or decrease the work force;

C. To determine the methods, means, personnel, and schedules by which the efficiency of the operations entrusted to the Departments are to be maintained, and implementation of same;

D. To establish, revise, and implement safety and health standards;

E. It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;

F. To discontinue any and all parts of its operations;

G. To transfer work within the Bargaining Unit;

H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;

I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as the City deems necessary;

J. To establish, eliminate or modify new or existing job classifications and job descriptions;

K. Adopt, modify, and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;

L. None of the foregoing expressed rights of the City are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the various departments' Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining. The City shall give notice of the change to the Union and the Union shall have seven days to request impact bargaining. Failure to request impact bargaining within the seven-day period shall constitute waiver of the right to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the term of this Agreement. The City agrees to recognize up to six (6) employees of the City to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the City against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the head of their department where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. A Steward shall be granted permission by his or her immediate supervisor to attend a joint meeting with the Union and management. Any Steward acting as an observer for a Bargaining Unit member's grievance or disciplinary hearing will not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the Steward shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to eight (8) hours per calendar year to attend any such training provided that the full eight hours occurs in one day; the Steward provides at least seven (7) calendar days' notice; and provided that permission is granted by a proper representative of the City. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City may determine the number of employees, up to five (5), to be paid during negotiations by the City. The Union shall have the right to have additional representatives, but it shall bear the responsibility of compensating those individuals.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the Bargaining Unit members' work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) Stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a regular state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

(a) Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Crafts, Trades, and Labor Union Salary Schedule.

(b) Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement the following increases to the Crafts, Trades, and Labor Union Salary Schedule:

a. Increase the base pay rate of step 6 of all grades such that, for each respective grade, the base pay rate of step 7 shall be approximately 5% above step 6;
b. then increase the base pay rate of step 5 of all grades such that, for each respective grade, the base pay rate of step 6 shall be approximately 5% above step 5;
c. then increase the base pay rate of step 4 of all grades such that, for each respective grade, the base pay rate of step 5 shall be approximately 5% above step 4;
d. then increase the base pay rate of step 3 of all grades such that, for each respective grade, the base pay rate of step 4 shall be approximately 5% above step 3;
e. The above increases shall not change or impact those steps that have been previously frozen.

(c) Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will create a new step 10 for all grades on the Crafts, Trades, and Labor Union Salary Schedule. For each respective grade, the base pay rate of the new step 10 shall be approximately 5% higher than step 9's base pay rate for that grade.

(d) Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will increase the shift differential pay for any Bargaining Unit member eligible to receive shift differential pay by $.50 per hour.

(e) The parties agree that the increases set forth in parts (b) and (c), are reflected in the new Crafts, Trades, and Labor Union Salary Schedule that is attached hereto as Exhibit C and incorporated herein.

(f) The parties agree that the City will amend its Salary Ordinance to reflect parts (a) through (e).

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Section 3. Inclement Weather and Guaranteed Overtime

The City agrees that during periods of inclement weather and/or natural disasters, non-exempt Bargaining Unit members assigned to tasks that normally fall within the responsibility of the Public Works Department and which are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets, tornado clean up, etc.) shall be paid guaranteed overtime at time and half rate for time worked on such tasks that is beyond the member's regularly scheduled shift (regardless of whether the member has worked 40 hours that work week). For the purposes of this section, the City reserves the right, within its sole discretion, to determine what constitutes inclement weather and/or a natural disaster, what tasks qualify for this guaranteed overtime, and how much time any member has spent engaging in such tasks. The City will amend its Salary Ordinance to reflect the inclement weather guaranteed overtime.

Section 4. Guaranteed Overtime and Cemetery Services on Weekends and Holidays

Any non-exempt Bargaining Unit member required to provide cemetery services on a weekend or a City holiday (as recognized in Merit Rule 20.1), shall be paid guaranteed overtime at time and a half the member's regular rate. For the purposes of this section, "cemetery services" shall include digging of a grave; preparing a burial site; filling in a burial; providing assistance to members of the public seeking to visit a particular grave; and other similar services. The City will amend its Salary Ordinance to reflect the cemetery services guaranteed overtime.

Section 5. Compensatory Time for Bargaining Unit Members Working Within the Parks Department

Effective July 3, 2022, the maximum number of compensatory time hours that any Bargaining Unit member within the Springfield-Greene County Parks Department shall be 40 hours. Any such Bargaining Unit member with more than 40 hours of accrued compensatory time as of

August 4, 2022, shall have their compensatory time balance reduced to 40 hours and shall be paid on August 4, 2022, the member's regular rate for each hour over 40 hours.

Article XVII – Merit Rules, Administrative Memorandums, and Department Policies/Practices

The Merit Rules for the City of Springfield, and as may be amended from time to time, as well as City Administrative Memorandums and departmental policies and procedures, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that impacts wages, hours, and working conditions of the bargaining unit, then the impact bargaining process set forth in Article X shall apply. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII – Distribution of Discipline

Discipline, including dismissal, demotion, suspension, or reduction in compensation, is reserved for non-probationary regular part-time and full-time employees in the classified service with status.

Discipline for behavior or conduct that warrants dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX – Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seek a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union if pursuing the grievance on its own behalf) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the applicable department head or designee. Within ten (10) calendar days thereafter, the applicable department head or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The department head or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the department head or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the response. If the Union elects to request that the Human Resources Director review the grievance, the Human

Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues shall be binding on the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Each party shall bear its own attorney fees. The decision and award of the arbitrator shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable Federal or State law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties

agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

A. Up until an arbitrator's decision, grievances may be withdrawn without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX – Discipline Grievances

If a member of the Bargaining Unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to the following procedure. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee is not satisfied with the City Manager's decision, he or she may seek to have the Union file a grievance on his or her behalf or pursue his or her right of appeal to the Circuit Court. The employee's decision to seek to have the Union file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4, and Section 6, of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.

Article XXI: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

_____ By_____

Date Brian Brawley, Business Manager
IBEW, Local 753 ("the Union")

_____

Name Printed

THE CITY OF SPRINGFIELD, MO

_____ By_____

Date "the City"

_____

Name Printed

STATE BOARD OF MEDIATION
STATE OF MISSOURI

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 753,	)	
Petitioner,	)	
v.	)	Public Case No. R 2015-033
CITY OF SPRINGFIELD,	)	
Respondent.	)	

CERTIFICATION OF REPRESENTATION

An election having been conducted in this case under the supervision of the Chairman of the State Board of Mediation in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that an exclusive bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of election, within the time provided for such objections:

IT IS HEREBY CERTIFIED that International Brotherhood of Electrical Workers, Local 753, has been designated and selected by a majority of the employees of the Respondent City of Springfield, in the unit described below, as their exclusive bargaining representative. Pursuant to Section 105.525, RSMo. 2000, International Brotherhood of Electrical Workers, Local 753, is the exclusive representative of all the employees in this unit for the purpose of discussions with respect to salaries and other conditions of employment.

Unit: All the classifications shown on the inclusions list below; excluding all probationary, provisional, emergency and temporary employees of the City. All supervisory employees on the Craft Trades and Labor (CTL) Pay Schedule at the City. All employees of the LES, FPS, DHS, and PAT Pay Schedules of the City.

Signed this 6th day of October 2015.

STATE BOARD OF MEDIATION

(SEAL)

/s/ Butch Albert

Butch Albert
Chairman

EXHIBIT A

AIRPORT

Craftsworker
Utility Worker
Assistant Equipment Tech
Equipment Tech
Custodian
Building Maintenance Worker
Airfield Maintenance Worker
Aircraft Services Specialist
Aircraft Services Trainer
Aircraft Line Services Tech

ART MUSEUM

Custodian

ENVIRONMENTAL SERVICES

Parts & Inventory Control Clerk
Plant Maintenance Mechanic I
Plant Maintenance Mechanic II
Assistant Equipment Tech
Heavy Equipment Technician
Instrument Technician
Sr. Plant Electrician
Equipment Operator II
Equipment Operator III
YRC Equipment Operator
Wastewater Sludge Truck Operator
Team Leader
Laborer
Recycling Center Attendant
Building Maintenance Worker
Maintenance Worker
Weighmaster
Sewer Cleaning Team Leader
Yardwaste Recycle Center Working Leader

FIRE

Heavy Equipment Technician

HEALTH

Custodian

PARKS

Park Shop Attendant
Parts & Inventory Control Clerk
Craftsworker
Building Maintenance Team Leader

PARKS CONTINUED

Parks Maintenance Working Leader
Utility Worker
Ice Park Operations Coordinator
Equipment Technician
Instrument Technician
Parks Maintenance Equipment Crew Leader
Equipment Operator II
Parks Forestry Team Leader
Laborer
Custodian
Building Maintenance Worker
Maintenance Worker
Grounds Maintenance Crew Leader
Parks Caretaker
Arborist
Arborist Crew Leader
Gardner
Golf Course Worker
Golf Course Working Leader

PUBLIC WORKS

Parts & Inventory Clerk
Parts & Inventory Technician
Building Maintenance Craftsworkers
Building Maintenance Crew Leader
Craftsworker
Sign Fabricator
Equipment Technician
Collision Repair/Refinish Technician
Heavy Equipment Technician
General Services Working Leader
Equipment Operator II
Equipment Operator III
Team Leader
Laborer
Building Maintenance Worker
Custodial Team Leader
Maintenance Worker
Lead Maintenance Worker
Grounds Maintenance Crew Leader
Traffic Controls Worker I
Traffic Controls Worker II
Arborist
Arborist Crew Leader
Service Technician

EXHIBIT B

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 (”Local 753” or the “Union”) all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws and in accordance with my agreement with the International Brotherhood of Electrical Workers and By-Laws for Dues and Assessments of Local 753, with such specific dollar amounts being stated in writing to the City of Springfield by the Union, and to be deducted as set forth in the CBA or future CBAs.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must present written notice to my employer and the Union. This authorization shall automatically renew itself annually.

_____	_____
Employee Number	Employee Name – Print
_____	_____
Signature	Date

For Union Office Use Only: First deduction amount per pay period $_____.

Exhibit C

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) UNION SALARY SCHEDULE

SALARY CHANGE: **New Top Step 10 at 5% Above Step 9; Smooth Steps**

EFFECTIVE DATE: 7/3/2022

GRADE: CTL 1 - CTL 13

GRADE	STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		GRADE
CTL 1								1,209.60		1,270.40		1,326.40		1,395.20		1,465.60	CTL1
							15.12	31,449.60	15.88	33,030.40	16.58	34,486.40	17.44	36,275.20	18.32	38,105.60	
CTL 2						1,216.00		1,276.80		1,340.80		1,400.00		1,471.20		1,544.80	CTL 2
					15.20	31,616.00	15.96	33,196.80	16.76	34,860.80	17.50	36,400.00	18.39	38,251.20	19.31	40,164.80	
CTL 3						1,267.20		1,330.40		1,396.80		1,457.60		1,532.00		1,608.80	CTL 3
					15.84	32,947.20	16.63	34,590.40	17.46	36,316.80	18.22	37,897.60	19.15	39,832.00	20.11	41,828.80	
CTL 4						1,327.20		1,393.60		1,463.20		1,525.60		1,604.00		1,684.80	CTL 4
					16.59	34,507.20	17.42	36,233.60	18.29	38,043.20	19.07	39,665.60	20.05	41,704.00	21.06	43,804.80	
CTL 5						1,354.40		1,422.40		1,493.60		1,558.40		1,637.60		1,720.00	CTL 5
					16.93	35,214.40	17.78	36,982.40	18.67	38,833.60	19.48	40,518.40	20.47	42,577.60	21.50	44,720.00	
CTL 6				1,348.80		1,416.80		1,487.20		1,561.60		1,628.80		1,712.00		1,797.60	CTL 6
			16.86	35,068.80	17.71	36,836.80	18.59	38,667.20	19.52	40,601.60	20.36	42,348.80	21.40	44,512.00	22.47	46,737.60	
CTL 7		1,349.60		1,417.60		1,488.00		1,562.40		1,640.80		1,712.00		1,799.20		1,889.60	CTL 7
	16.87	35,089.60	17.72	36,857.60	18.60	38,688.00	19.53	40,622.40	20.51	42,660.80	21.40	44,512.00	22.49	46,779.20	23.62	49,129.60	
CTL 8		1,412.80		1,483.20		1,556.80		1,635.20		1,716.80		1,791.20		1,882.40		1,976.80	CTL 8
	17.66	36,732.80	18.54	38,563.20	19.46	40,476.80	20.44	42,515.20	21.46	44,636.80	22.39	46,571.20	23.53	48,942.40	24.71	51,396.80	
CTL 9		1,493.60		1,568.00		1,646.40		1,728.80		1,815.20		1,892.80		1,989.60		2,089.60	CTL 9
	18.67	38,833.60	19.60	40,768.00	20.58	42,806.40	21.61	44,948.80	22.69	47,195.20	23.66	49,212.80	24.87	51,729.60	26.12	54,329.60	
CTL 10		1,576.00		1,654.40		1,736.80		1,824.00		1,915.20		1,998.40		2,099.20		2,204.80	CTL 10
	19.70	40,976.00	20.68	43,014.40	21.71	45,156.80	22.80	47,424.00	23.94	49,795.20	24.98	51,958.40	26.24	54,579.20	27.56	57,324.80	
CTL 11		1,644.00		1,726.40		1,812.80		1,903.20		1,998.40		2,084.80		2,191.20		2,300.80	CTL 11
	20.55	42,744.00	21.58	44,886.40	22.66	47,132.80	23.79	49,483.20	24.98	51,958.40	26.06	54,204.80	27.39	56,971.20	28.76	59,820.80	
CTL 12		1,700.80		1,785.60		1,875.20		1,968.80		2,067.20		2,156.80		2,267.20		2,380.80	CTL 12
	21.26	44,220.80	22.32	46,425.60	23.44	48,755.20	24.61	51,188.80	25.84	53,747.20	26.96	56,076.80	28.34	58,947.20	29.76	61,900.80	
CTL 13		1,773.60		1,862.40		1,955.20		2,053.60		2,156.00		2,249.60		2,364.00		2,482.40	CTL 13
	22.17	46,113.60	23.28	48,422.40	24.44	50,835.20	25.67	53,393.60	26.95	56,056.00	28.12	58,489.60	29.55	61,464.00	31.03	64,542.40	

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-24-22

Sponsored by Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2022-140 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW "), the Exclusive Representative of a certain Bargaining Unit of limited employees within the Professional, Administrative, and Technical Employee Group, representing the result of wage reopener negotiations; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

_____

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City and IBEW are the parties to a certain Collective Bargaining Agreement effective July 1, 2021 (the "CBA"); and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City; and

WHEREAS, Article XV: Wages of the CBA allowed the IBEW to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the IBEW did so notify the City; and

WHEREAS, the IBEW and the City's team engaged in wage reopener negotiations and reached a tentative agreement to enter into a Third Amendment to the CBA to amend Article XV: Wages of the CBA, by including a new section, "Section 4. Fiscal Year 2023 Wage Reopener Agreement" to be effective July 1, 2022, said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit has ratified the proposed Third Amendment; and

WHEREAS, the proposed Third Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – The Third Amendment to the CBA, attached hereto and incorporated herein by reference as ("Exhibit 1,") has been reviewed and considered by City Council. Exhibit 1 includes the exhibit to the Third Amendment, which is the new Professional, Administrative and Technical Union Salary Schedule (Exhibit 3A to the Third Amendment).

Section 2 – City Council hereby approves entering into Exhibit 1, the Third Amendment to the CBA, as a final and binding Third Amendment to the CBA between the City and the IBEW.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Third Amendment to the CBA to the IBEW, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-140

FILED: 05-24-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753") affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical ("PAT") Schedule, delineating results of collective bargaining negotiations with the PAT IBEW Union and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV – Wages of the July 1, 2021, IBEW PAT Collective Bargaining Agreement ("CBA"), the City and the IBEW, Local No. 753, the Exclusive Representative for a Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical ("PAT") Schedule entered into collective bargaining on April 7, 2022.

The Third Amendment specifies that effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the PAT IBEW Union Salary Schedule. Additionally, effective with the pay period starting July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement adding 2.5% to the current top step 10 (making it a full 5% step differential), will provide for an across the board increase of 2.15% across all salary grades and steps in the bargaining unit, provide for smoothing of active steps below step 7 for all Salary Grades that will result in an approximate 5% differential between such pay steps, and provide for a $.50/hour increase in shift differential for employees eligible for second and third shift differentials. This Third Amendment to the agreement was reached voluntarily through the collective bargaining process. The Third Amendment is to be effective as of the date of execution by the parties.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that City Council approve this Third Amendment to the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

THIRD AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP

THIS THIRD AMENDMENT ("Third Amendment") TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753 ("IBEW"), EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP.

Whereas, the City and IBEW are parties to a July 1, 2021, CBA regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First and Second Amendments;

Whereas, Article XV: Wages, subpart (d) of the CBA allows the IBEW to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the IBEW did so notify the City;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 4 titled "Fiscal Year 2023 Wage Reopener Agreement to be effective July 1, 2022; and

NOW therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding one new section to that article: "Section 4. Fiscal Year 2023 Wage Reopener Agreement" as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

Article XV: Wages

Section 4. Fiscal Year 2023 Wage Reopener Agreement

a. *Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
b. *Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will increase the base pay rate for step 10 of all grades in the Professional, Administrative, and Technical IBEW Union Salary Schedule such that, for each respective grade, the base pay rate for step 10 shall be approximately 5.00% above the base pay rate of step nine.*
c. *Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement a 2.15% across-the-board increase to all salary grades listed on the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
d. *Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement the following increases:*
    a. *Increase the base pay rate of step 6 of all grades such that, for each respective grade, the base pay rate of step 7 shall be approximately 5% above step 6;*
    b. *then increase the base pay rate of step 5 of all grades such that, for each respective grade, the base pay rate of step 6 shall be approximately 5% above step 5;*

c. *then increase the base pay rate of step 4 of all grades such that, for each respective grade, the base pay rate of step 5 shall be approximately 5% above step 4;*
d. *then increase the base pay rate of step 3 of all grades such that, for each respective grade, the base pay rate of step 4 shall be approximately 5% above step 3;*
e. *then increase the base pay rate of step 2 of all grades such that, for each respective grade, the base pay rate of step 3 shall be approximately 5% above step 2; and*
f. *then increase the base pay rate of step 1 of all grades such that, for each respective grade, the base pay rate of step 2 shall be approximately 5% above step 1.*
g. *The above increases shall not change or impact those steps that have been previously frozen (grade 5, steps one through three and grade 6, step one).*

e. *Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will increase the shift differential pay for any Bargaining Unit member eligible to receive shift differential pay by $.50 per hour.*
f. *The parties agree that the increases set forth in parts (b), (c), and (d) are reflected in the new Professional, Administrative, and Technical IBEW Union Salary Schedule that is attached hereto as Exhibit 3A and incorporated herein.*

_____
Brian Brawley, Business Manager
IBEW, Local 753

_____
Date

_____
Jason Gage, City Manager
City of Springfield

_____
Date

Certification that this Third Amendment to the July 1, 2021, IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____
David Holtmann, Director of Finance

Approved as to form:

_____
City Attorney or designee

Exhibit 3A

CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

SALARY CHANGE: **G.O. XXXX: 2.5% increase to Top Step on All Grades; Smooth Steps; 2.15% increase to Active Steps on All Grades**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	GRADE
PAT IBEW UNION 5				1,291.20 16.14 33,571.20	1,356.00 16.95 35,256.00	1,424.00 17.80 37,024.00	1,496.00 18.70 38,896.00	1,572.00 19.65 40,872.00	1,651.20 20.64 42,931.20	1,735.20 21.69 45,115.20	PAT IBEW UNION 5
PAT IBEW UNION 6		1,341.60 16.77 34,881.60	1,409.60 17.62 36,649.60	1,480.00 18.50 38,480.00	1,554.40 19.43 40,414.40	1,632.80 20.41 42,452.80	1,715.20 21.44 44,595.20	1,802.40 22.53 46,862.40	1,892.80 23.66 49,212.80	1,989.60 24.87 51,729.60	PAT IBEW UNION 6
PAT IBEW UNION 7	1,523.20 19.04 39,603.20	1,600.00 20.00 41,600.00	1,680.00 21.00 43,680.00	1,764.00 22.05 45,864.00	1,852.00 23.15 48,152.00	1,945.60 24.32 50,585.60	2,042.40 25.53 53,102.40	2,146.40 26.83 55,806.40	2,255.20 28.19 58,635.20	2,369.60 29.62 61,609.60	PAT IBEW UNION 7
PAT IBEW UNION 8	1,640.80 20.51 42,660.80	1,723.20 21.54 44,803.20	1,809.60 22.62 47,049.60	1,900.00 23.75 49,400.00	1,996.00 24.95 51,896.00	2,096.80 26.21 54,516.80	2,201.60 27.52 57,241.60	2,313.60 28.92 60,153.60	2,430.40 30.38 63,190.40	2,555.20 31.94 66,435.20	PAT IBEW UNION 8
PAT IBEW UNION 9	1,765.60 22.07 45,905.60	1,853.60 23.17 48,193.60	1,947.20 24.34 50,627.20	2,044.80 25.56 53,164.80	2,148.00 26.85 55,848.00	2,256.00 28.20 58,656.00	2,368.80 29.61 61,588.80	2,489.60 31.12 64,729.60	2,613.60 32.67 67,953.60	2,747.20 34.34 71,427.20	PAT IBEW UNION 9

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed 05-24-22

Sponsored by Ollis

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 141 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the "Salary Ordinance," by making provision for eight new titles within the Professional, Administrative and Technical Non-Union and Unclassified Schedules and deletion of three job titles from the Professional, Administrative and Technical Non-Union Schedule; by making provision for one new job title within the Crafts, Trades, and Labor Union Schedule and deletion of one job title from the same schedule; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; by providing for increases to shift differential pay; by providing the City Manager the administrative authority to establish rules regarding shift pay differential; by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to; and amending the Occupational Series Market Adjustment Program.

_____

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

NOTE: **Bolded** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Schedule is hereby amended by adding the following job titles and deleting the following job titles:

Proposed Job Titles and Salary Grade
(Titles to be added)

Classification:	Salary Grade:
Farm Park Education Supervisor	**PAT-6**

Collection Systems Specialist	**PAT-7**
CSDP Coordinator	**PAT-8**
Stormwater Specialist	**PAT-8**
Workforce Development Grant Coordinator	**PAT-9**
Community Recreation Manager	**PAT-9**
Senior Stormwater Specialist	**PAT-9**

Proposed Removal of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Salary Grade:
~~CDSP Coordinator~~	~~PAT-8~~
~~Senior Stormwater Technician~~	~~PAT-8~~
~~Stormwater Specialist~~	~~PAT-9~~

Section 2 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Unclassified Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be added)

Classification	Salary Grade:
Assistant Director of Economic Vitality	**PAT-14U**

Section 3 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Crafts, Trades and Labor Union Schedule is hereby amended by adding the following job title and deleting the following job title:

Proposed Job Titles and Salary Grade
(Titles to be added)

Classification:	Salary Grade:
Maintenance Equipment Crew Leader	**CTL-12**

Proposed Removal of Job Title and Salary Grade
(Title to be deleted)

Classification	Salary Grade:
~~Parks Maintenance Equipment Crew Leader~~	~~CTL-12~~

Section 4 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Non-Union

Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Non-Union Salary Schedule

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical ("PAT") Non-Union Salary Schedule.

B. Effective July 3, 2022, all prior PAT Non-Union Salary Schedules shall be repealed and, in their place, the City adopts the attached PAT Non-Union Salary Schedule that is marked as ("Exhibit 1"). The new schedule represents a 3.0% increase to step 10 of all grades to establish an approximate 5.0% differential between it and step 9 for each respective grade, and a smoothing component that establishes, at a minimum, an approximate 5.0% differential between each step within each respective grade.

Section 5 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Unclassified Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Unclassified Salary Schedule

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical ("PAT") Unclassified Salary Schedule.

B. Effective July 3, 2022, all prior PAT Unclassified Salary Schedules shall be repealed and, in their place, the City adopts the attached PAT Unclassified Salary Schedule that is marked as ("Exhibit 2"). The schedule represents a freezing of steps 1 through 3 of all grades, and a 3% increase to step 15 of all grades, and a smoothing of all active steps of all grades to establish at least an approximate 4.25% differential between steps within each respective grade.

Section 6 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Crafts, Trades and Labor Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Pay Improvements Impacting Employees on the Crafts, Trades and Labor Non-Union Salary Schedule

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary

grades within the Crafts, Trades and Labor ("CTL") Non-Union Salary Schedule.

B. Effective July 3, 2022, all prior CTL Non-Union Salary Schedules shall be repealed and, in their place, the City adopts the attached CTL Non-Union Salary Schedule which is labeled ("Exhibit 3"). The new CTL Non-Union Salary Schedule represents certain pay increases, namely a 2.5% increase to the top step of all grades, and a smoothing component that establishes, at a minimum, an approximate 5.0% differential between each step within each respective grade.

Section 7 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Non-Union 80 Hour and 112 Hour Salary Schedules shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Pay Improvements Impacting Employees on the Fire Protection Schedule Non-Union Salary Schedules (80 and 112 Hour)

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule ("FPS") Non-Union Salary Schedules (80 Hour and 112 Hour).

B. Effective July 3, 2022, all prior FPS Non-Union Salary Schedules (both 80 and 120 Hour) shall be repealed and, in their place, the City adopts the attached FPS Non-Union (80 Hour) Salary Schedule marked as ("Exhibit 4") and the attached FPS Non-Union (112 Hour) Salary Schedule marked as ("Exhibit 5"). The new schedules represent a 3.0% increase to step 13 to establish an approximate 5.0% differential between it and step 12, and also a 3.0% across-the-board increase to all salary grades.

Section 8 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Law Enforcement Schedule Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Pay Improvements Impacting Employees on the Law Enforcement Schedule Non-Union Salary Schedule

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule ("LES") Non-Union Salary Schedule.

B. Effective July 3, 2022, all prior LES Non-Union Salary Schedules shall be repealed and, in their place, the City adopts the attached LES Non-Union Salary Schedule that is marked as ("Exhibit 6"). The new schedule represents the addition of a new top step (step 16) with a 5% differential between it and step 15, and a 2.0% across-the-board increase to all

salary grades as well as.

Section 9 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," shall be amended by deleting prior language regarding shift pay differential originally contained in General Ordinance 1794, General Ordinance 2677, General Ordinance 2974, and General Ordinance 4440 and adding new language in its place. Specifically, the following language from Section 17 of General Ordinance 4440, set forth in 2-92.2(c) is deleted:

~~Shift pay differential shall be paid employees on the Crafts, Trades and Labor (CTL) Salary Schedule and the Professional, Administration, & Technical (PAT) Salary Schedule (labor and trades employees] in an amount of seventeen cents ($.17) per hour for the second shift and twenty-two cents ($.22) per hour for the third shift, including leave time, provided such shifts are standard and not covered by rotating assignments.~~

All prior increases to shift pay differential, including those set forth in General Ordinance 4609, Section 11; General Ordinance 4812, Section 7; General Ordinance 4989, Section 15; General Ordinance 5278, Section 5278, Section 9, are repealed.

The following new language shall be added to the "Salary Ordinance" in a location the City Attorney deems appropriate:

Shift Pay Differential

Shift pay differential shall be paid to non-exempt employees on the Crafts, Trades and Labor ("CTL") Salary Schedules (Union and Non-Union) and the Professional, Administrative, and Technical ("PAT") Salary Schedules (Union and Non-Union) in an amount of one dollar ($1.00) per hour for the second shift and one dollar and fifty cents ($1.50) per hour for the third shift. This shift pay differential shall apply to applicable paid leave time.

Further, the City Manager is provided the authority to issue a rule or rules establishing guidelines as to what constitutes the second and third shifts as well as which shifts, or portions of shifts, qualify for shift pay differential. The City Manager may work with the Director of Human Resources in establishing the rule(s).

Section 10 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Law Enforcement Schedule Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Changes Impacting the Law Enforcement Bargaining Unit

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary

grades within the Law Enforcement Schedule ("LES") Union Salary Schedule.

B. Effective July 3, 2022, all prior LES Union Salary Schedules are repealed. Also, effective July 3, 2022, the City will adopt the attached LES Union Salary Schedule marked as ("Exhibit 7"), thereby implementing an agreed to increase to step 4 of grade 2 and increases to steps 5 through 14 of grades 2, 5, and 10 on the LES Union Salary Schedule.

Section 11 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Changes Impacting the Fire Protection Bargaining Unit

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule ("FPS") Union 80 Hour and 112 Hour Salary Schedules.

B. Effective July 3, 2022, all prior FPS Union 80 Hour and FPS Union 112 Hour Salary Schedules are repealed. Also, effective July 3, 2022, the City will adopt the attached FPS Union 80 Hour and FPS Union 112 Salary Schedules, marked as ("Exhibits 8 and 9"), thereby implementing an agreed to 4.0% across-the-board increase to all salary grades listed on said schedules.

Section 12 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative & Technical IBEW Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Changes Impacting the Professional, Administrative & Technical IBEW Bargaining Unit

A. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Professional, Administrative & Technical ("PAT") IBEW Union Salary Schedule.

B. Effective July 3, 2022, all prior PAT IBEW Union Salary Schedules shall be repealed and, in their place, the City adopts the attached PAT IBEW Salary Schedule that is marked as ("Exhibit 10"), thereby implementing certain agreed to increases. Those agreed to increases include increasing the base pay of step 10 for all grades by 2.5% so that, for each respective grade, there is an approximate 5.0% differential between step 10 and step 9; smoothing active steps 1 through 6 of all

grades to establish an approximate 5.0% differential between successive steps; and applying a 2.15% across-the-board increase to all salary grades.

Section 13 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Crafts, Trades and Labor Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2023 Changes Impacting the Crafts, Trades and Labor Bargaining Unit

A. **Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Crafts, Trades and Labor ("CTL") Union Salary Schedule.**
B. **Effective July 3, 2022, all prior CTL Union Salary Schedules shall be repealed and, in their place, the City adopts the attached CTL Union Salary Schedule which is labeled ("Exhibit 11"), thereby implementing certain agreed to increases. Those agreed to changes include the creation of new top step (10) with an approximate 5.0% differential between each respective top step and the immediately lower step; and smoothing of active steps 3 through 6 of all grades to establish an approximate 5.0% differential between successive steps.**
C. **Effective July 1, 2022, during periods of inclement weather and/or natural disasters, non-exempt employees on the CTL Union Salary Schedule assigned to tasks that normally fall within the responsibility of the Public Works Department and which are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets) shall be paid guaranteed overtime at time and a half the employee's regular rate for time worked on such tasks that is beyond the employee's regularly scheduled shift (regardless of whether the employee has worked 40 hours that week). The Director of Public Works shall determine what constitutes inclement weather and/or a natural disaster, which tasks qualify for guaranteed overtime, and how much time any employee has spent beyond a regularly scheduled shift on such tasks.**
D. **Effective July 1, 2022, any non-exempt employee on the CTL Union Salary Schedule who is required to provide cemetery services on a weekend or a City recognized holiday, shall be paid guaranteed overtime at time and a half the employee's regular rate for time spent providing such cemetery services.**

Section 14 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," relating to the Occupational Series Market Adjustment Program set forth in General Ordinance 6692, is hereby amended by adding the following provisions at a location the City Attorney deems appropriate:

<u>Administration of the Occupational Series Market Adjustment Program</u>

A. In administering the Occupational Series Market Adjustment Program, the City Manager is provided the authority to work with the Director of Human Resources to establish criteria for different occupational series groups and the creation of new occupational series groups; for determination of when job titles or positions should be added or removed from any occupational series group; for when new job titles or positions should be added to occupational series groups; and to make determinations regarding increases in the occupational series percentage multiplier for any occupational series group—so long as the increase in the multiplier falls within the discretionary authority previously provided to the City Manager.

B. Currently, there are 44 occupational series groups, with pay adjustment multipliers ranging from 0% to 24% and City Council approves those existing occupational series groups and multipliers.

C. The authority to move job titles and positions between established occupational series groups, includes the authority to make such changes when the change will result in more than a 5% increase in the multiplier being applied to the job title or position that is being moved. Further, the authority to assign new job titles or positions to established occupational series groups includes the authority to assign the new job title or position to a group that has more than a 5% multiplier in place.

D. The authority to create new occupational series groups includes the authority to create a break-out group from an already existing group, and the break-out group may have a greater than 5% multiplier, so long as the multiplier that applies to the new group is no more than an additional 5% above what any job title or position was receiving prior to being moved into the new group.

<u>Section 15</u> – 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 2022-141

FILED: 05-24-22

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 Non-Union and Unclassified Schedules and the Crafts, Trades and Labor Union Schedule by making provision for nine (9) new job titles and deleting four (4) job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Non-Union and Unclassified Schedules; by providing pay adjustments for employees on the Crafts, Trades, and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection Schedule and the Law Enforcement Schedules; by providing for an increase in second and third shift differentials; to incorporate pay adjustments tentatively agreed to through collective bargaining that impact the Union Salary Schedules for the Law Enforcement Schedule, Fire Protection Schedule, Crafts, Trades and Labor Union Schedule, and Professional, Administrative and Technical IBEW Union Schedule; and to clarify certain program parameters for the Administrative Policy for the Occupational Series Market Pay Adjustment Program.

BACKGROUND: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill also contains annual pay plan improvements for non-union employees. The funding of Merit Steps is recommended for all non-bargaining unit employees. Additionally, specific pay increases for non-bargaining union employees include the following: for the Professional, Administrative and Technical ("PAT") Unclassified Salary Schedules, an additional 3% pay increase to the current top step 15 and smoothing of all active pay steps for all Salary Grades to provide for an approximate 4.25% differential for each pay step, and freezing pay steps one through three; for the Professional, Administrative and Technical ("PAT") Non-Union Salary Schedule, an additional 3% pay increase to the current top step 10, and smoothing of all active pay steps below pay step 7 to accomplish an approximate 5% differential between all pay steps; for the Crafts, Trades and Labor Non-Union ("CTL Non-Union") Salary Schedule, an additional 2.5% added to the top step 10 for Salary Grades 8 through 13, and an additional 2.5% added to the top step 11 for Salary Grades 14 through 17, and smoothing of all active pay steps below step 7 for Salary Grades 8 through 13 to accomplish an approximate 5% pay differential between such steps, and smoothing of all active pay steps below step 8 for Salary Grades 14 through 17 to accomplish an approximate 5% pay differential between such steps; for the Fire Protection ("FPS") Non-Union Salary Schedules, an additional 3% pay increase to the current top step 13 and an across-the-board pay increase of 3% to each active pay step; and for the Law

Enforcement (“LES”) Non-Union Salary Schedule, the establishment of a new top step 16 at 5% above the current top pay step 15 and an across-the-board pay increase of 2% to each active pay step.

Additionally, an increase in second and third shift differentials is being requested for applicable bargaining unit and non-bargaining unit employees. The recommendation is to increase the shift differential by $.50/hour for both second and third shifts. Further, in order to ensure consistent and fair application, it is recommended that the City Manager be given authority to work with Human Resources to develop and implement a policy establishing what constitutes second and third shift and which shifts, or portions of shifts, will qualify for shift differential pay.

This Council bill also contains the various pay plan improvements that were tentatively agreed to through the collective bargaining process. The tentative agreements include funding of Merit Steps for all bargaining units. Additional specific tentative agreements include the following: for the Crafts, Trades and Labor (“CTL”) Union Salary Schedule, a new top step 10 at 5% above the current top step 9, smoothing active pay steps 3 through 6 to accomplish an approximate 5% differential for each pay step, and adding guaranteed overtime for certain instances involving inclement weather/natural disasters and cemetery services performed on weekends or holidays; for the Professional, Administrative and Technical (“PAT”) IBEW Union Salary Schedule, an additional 2.5% increase to the top step 10, smoothing of active pay steps one through 6 to accomplish an approximate 5% differential for each pay step, and an across-the-board pay increase of 2.15% to each active pay step; for the Law Enforcement (“LES”) Union Salary Schedule, smoothing of steps 5 through 14 of all Salary Grades to accomplish an approximate 5% differential between such pay steps, which also results in overall average increases of 3.95% for employees in Grade 2, 4.01% for employees in Grade 5, and 3.06% for employees in Grade 10; and for the Fire Protection (“FPS”) Union Salary Schedules, an across-the-board pay increase of 4% to each pay step.

These pay changes are recommended to be effective with the pay period beginning July 3, 2022, with a corresponding pay date of July 21, 2022.

And finally, this Council Bill confirms the authorization for the Occupational Series Market Pay Adjustment Program set forth in General Ordinance 6692 and confirms program parameters coordinated and administered by Human Resources under the direction and approval of the City Manager.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s policies. All costs reflected herein are part of the recently proposed Annual Operating Budget for Fiscal Year 2023.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) NON UNION SALARY SCHEDULE

EFFECTIVE DATE: **7/3/2022**

SALARY CHANGE: **G.O. XXXX: 3.0% Increase to Step 10 on All Grades; Smooth Steps.**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	GRADE
PAT 2									1,126.40 14.08 29,286.40	1,184.80 14.81 30,804.80	PAT 2
PAT 3							1,192.80 14.91 31,012.80	1,253.60 15.67 32,593.60	1,316.80 16.46 34,236.80	1,384.00 17.30 35,984.00	PAT 3
PAT 4						1,254.40 15.68 32,614.40	1,317.60 16.47 34,257.60	1,384.80 17.31 36,004.80	1,454.40 18.18 37,814.40	1,528.80 19.11 39,748.80	PAT 4
PAT 5				1,264.00 15.80 32,864.00	1,327.20 16.59 34,507.20	1,393.60 17.42 36,233.60	1,464.00 18.30 38,064.00	1,538.40 19.23 39,998.40	1,616.00 20.20 42,016.00	1,698.40 21.23 44,158.40	PAT 5
PAT 6		1,312.80 16.41 34,132.80	1,379.20 17.24 35,859.20	1,448.80 18.11 37,668.80	1,521.60 19.02 39,561.60	1,598.40 19.98 41,558.40	1,678.40 20.98 43,638.40	1,764.00 22.05 45,864.00	1,852.80 23.16 48,172.80	1,946.40 24.33 50,606.40	PAT 6
PAT 7	1,490.40 18.63 38,750.40	1,565.60 19.57 40,705.60	1,644.00 20.55 42,744.00	1,726.40 21.58 44,886.40	1,812.80 22.66 47,132.80	1,904.00 23.80 49,504.00	1,999.20 24.99 51,979.20	2,100.80 26.26 54,620.80	2,207.20 27.59 57,387.20	2,320.00 29.00 60,320.00	PAT 7
PAT 8	1,605.60 20.07 41,745.60	1,686.40 21.08 43,846.40	1,771.20 22.14 46,051.20	1,860.00 23.25 48,360.00	1,953.60 24.42 50,793.60	2,052.00 25.65 53,352.00	2,155.20 26.94 56,035.20	2,264.80 28.31 58,884.80	2,379.20 29.74 61,859.20	2,500.80 31.26 65,020.80	PAT 8
PAT 9	1,728.00 21.60 44,928.00	1,814.40 22.68 47,174.40	1,905.60 23.82 49,545.60	2,001.60 25.02 52,041.60	2,102.40 26.28 54,662.40	2,208.00 27.60 57,408.00	2,318.40 28.98 60,278.40	2,436.80 30.46 63,356.80	2,558.40 31.98 66,518.40	2,688.80 33.61 69,908.80	PAT 9
PAT 10	1,878.40 23.48 48,838.40	1,972.80 24.66 51,292.80	2,072.00 25.90 53,872.00	2,176.00 27.20 56,576.00	2,285.60 28.57 59,425.60	2,400.00 30.00 62,400.00	2,520.80 31.51 65,540.80	2,648.80 33.11 68,868.80	2,781.60 34.77 72,321.60	2,923.20 36.54 76,003.20	PAT 10
PAT 11	2,102.40 26.28 54,662.40	2,208.00 27.60 57,408.00	2,319.20 28.99 60,299.20	2,435.20 30.44 63,315.20	2,557.60 31.97 66,497.60	2,685.60 33.57 69,825.60	2,820.00 35.25 73,320.00	2,963.20 37.04 77,043.20	3,112.00 38.90 80,912.00	3,270.40 40.88 85,030.40	PAT 11
PAT 12	2,257.60 28.22 58,697.60	2,371.20 29.64 61,651.20	2,490.40 31.13 64,750.40	2,615.20 32.69 67,995.20	2,746.40 34.33 71,406.40	2,884.00 36.05 74,984.00	3,028.80 37.86 78,748.80	3,182.40 39.78 82,742.40	3,342.40 41.78 86,902.40	3,512.00 43.90 91,312.00	PAT 12
PAT 13	2,670.40 33.38 69,430.40	2,804.00 35.05 72,904.00	2,944.80 36.81 76,564.80	3,092.80 38.66 80,412.80	3,248.00 40.60 84,448.00	3,411.20 42.64 88,691.20	3,582.40 44.78 93,142.40	3,764.00 47.05 97,864.00	3,953.60 49.42 102,793.60	4,154.40 51.93 108,014.40	PAT 13
PAT 14	2,884.00 36.05 74,984.00	3,028.80 37.86 78,748.80	3,180.80 39.76 82,700.80	3,340.00 41.75 86,840.00	3,507.20 43.84 91,187.20	3,683.20 46.04 95,763.20	3,868.00 48.35 100,568.00	4,065.60 50.82 105,705.60	4,269.60 53.37 111,009.60	4,486.40 56.08 116,646.40	PAT 14
PAT 15	3,091.20 38.64 80,371.20	3,246.40 40.58 84,406.40	3,408.80 42.61 88,628.80	3,580.00 44.75 93,080.00	3,759.20 46.99 97,739.20	3,947.20 49.34 102,627.20	4,144.80 51.81 107,764.80	4,355.20 54.44 113,235.20	4,572.80 57.16 118,892.80	4,804.80 60.06 124,924.80	PAT 15
PAT 16	3,653.60 45.67 94,993.60	3,836.80 47.96 99,756.80	4,028.80 50.36 104,748.80	4,230.40 52.88 109,990.40	4,442.40 55.53 115,502.40	4,664.80 58.31 121,284.80	4,898.40 61.23 127,358.40	5,147.20 64.34 133,827.20	5,404.80 67.56 140,524.80	5,679.20 70.99 147,659.20	PAT 16

Exhibit 2

CITY OF SPRINGFIELD, MO

Human Resources Department

PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) SALARY SCHEDULE

Unclassified Positions

EFFECTIVE DATE: 7/3/2022

SALARY CHANGE: **G.O XXXX: 3% increase to Top Step on All Grades; Smoothing Steps; Freezing Steps 1, 2, and 3**

GRADE	STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		GRADE
		1,856.00		**1,935.20**		**2,017.60**		**2,104.00**		**2,193.60**		**2,287.20**	
PAT 8U	23.20	48,256.00	24.19	50,315.20	25.22	52,457.60	26.30	54,704.00	27.42	57,033.60	28.59	59,467.20	**PAT 8U**
		1,994.40		**2,079.20**		**2,168.00**		**2,260.80**		**2,357.60**		**2,458.40**	
PAT 9U	24.93	51,854.40	25.99	54,059.20	27.10	56,368.00	28.26	58,780.80	29.47	61,297.60	30.73	63,918.40	**PAT 9U**
		2,172.80		**2,265.60**		**2,362.40**		**2,463.20**		**2,568.00**		**2,677.60**	
PAT 10U	27.16	56,492.80	28.32	58,905.60	29.53	61,422.40	30.79	64,043.20	32.10	66,768.00	33.47	69,617.60	**PAT 10U**
		2,431.20		**2,535.20**		**2,643.20**		**2,756.00**		**2,873.60**		**2,996.00**	
PAT 11U	30.39	63,211.20	31.69	65,915.20	33.04	68,723.20	34.45	71,656.00	35.92	74,713.60	37.45	77,896.00	**PAT 11U**
		2,612.00		**2,723.20**		**2,839.20**		**2,960.00**		**3,086.40**		**3,218.40**	
PAT 12U	32.65	67,912.00	34.04	70,803.20	35.49	73,819.20	37.00	76,960.00	38.58	80,246.40	40.23	83,678.40	**PAT 12U**
		3,088.80		**3,220.80**		**3,358.40**		**3,501.60**		**3,651.20**		**3,807.20**	
PAT 13U	38.61	80,308.80	40.26	83,740.80	41.98	87,318.40	43.77	91,041.60	45.64	94,931.20	47.59	98,987.20	**PAT 13U**
		3,339.20		**3,481.60**		**3,629.60**		**3,784.00**		**3,945.60**		**4,113.60**	
PAT 14U	41.74	86,819.20	43.52	90,521.60	45.37	94,369.60	47.30	98,384.00	49.32	102,585.60	51.42	106,953.60	**PAT 14U**
		3,579.20		**3,732.00**		**3,891.20**		**4,056.80**		**4,229.60**		**4,409.60**	
PAT 15U	44.74	93,059.20	46.65	97,032.00	48.64	101,171.20	50.71	105,476.80	52.87	109,969.60	55.12	114,649.60	**PAT 15U**
		4,232.00		**4,412.00**		**4,600.00**		**4,796.00**		**5,000.00**		**5,212.80**	
PAT 16U	52.90	110,032.00	55.15	114,712.00	57.50	119,600.00	59.95	124,696.00	62.50	130,000.00	65.16	135,532.80	**PAT 16U**

GRADE	STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		STEP 15		GRADE
		2,384.80		**2,486.40**		**2,592.80**		**2,703.20**		**2,818.40**		**2,938.40**	
PAT 8U	29.81	62,004.80	31.08	64,646.40	32.41	67,412.80	33.79	70,283.20	35.23	73,278.40	36.73	76,398.40	**PAT 8U**
		2,563.20		**2,672.80**		**2,786.40**		**2,905.60**		**3,029.60**		**3,158.40**	
PAT 9U	32.04	66,643.20	33.41	69,492.80	34.83	72,446.40	36.32	75,545.60	37.87	78,769.60	39.48	82,118.40	**PAT 9U**
		2,792.00		**2,911.20**		**3,035.20**		**3,164.80**		**3,300.00**		**3,440.80**	
PAT 10U	34.90	72,592.00	36.39	75,691.20	37.94	78,915.20	39.56	82,284.80	41.25	85,800.00	43.01	89,460.80	**PAT 10U**
		3,124.00		**3,256.80**		**3,396.00**		**3,540.80**		**3,692.00**		**3,849.60**	
PAT 11U	39.05	81,224.00	40.71	84,676.80	42.45	88,296.00	44.26	92,060.80	46.15	95,992.00	48.12	100,089.60	**PAT 11U**
		3,355.20		**3,498.40**		**3,647.20**		**3,802.40**		**3,964.80**		**4,133.60**	
PAT 12U	41.94	87,235.20	43.73	90,958.40	45.59	94,827.20	47.53	98,862.40	49.56	103,084.80	51.67	107,473.60	**PAT 12U**
		3,969.60		**4,138.40**		**4,314.40**		**4,498.40**		**4,690.40**		**4,890.40**	
PAT 13U	49.62	103,209.60	51.73	107,598.40	53.93	112,174.40	56.23	116,958.40	58.63	121,950.40	61.13	127,150.40	**PAT 13U**
		4,288.80		**4,471.20**		**4,661.60**		**4,860.00**		**5,067.20**		**5,283.20**	
PAT 14U	53.61	111,508.80	55.89	116,251.20	58.27	121,201.60	60.75	126,360.00	63.34	131,747.20	66.04	137,363.20	**PAT 14U**
		4,597.60		**4,793.60**		**4,997.60**		**5,210.40**		**5,432.00**		**5,663.20**	
PAT 15U	57.47	119,537.60	59.92	124,633.60	62.47	129,937.60	65.13	135,470.40	67.90	141,232.00	70.79	147,243.20	**PAT 15U**
		5,434.40		**5,665.60**		**5,907.20**		**6,158.40**		**6,420.80**		**6,694.40**	
PAT 16U	67.93	141,294.40	70.82	147,305.60	73.84	153,587.20	76.98	160,118.40	80.26	166,940.80	83.68	174,054.40	**PAT 16U**

Exhibit 3

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) NON UNION SALARY SCHEDULE

SALARY CHANGE: **G.O. XXXX: 2.5% increase to Top Step on All Grades; Smooth Steps**

GRADE: CTL 8- CTL 13

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		GRADE
CTL		1,382.40		1,452.00		1,524.80		1,601.60		1,682.40		1,764.00		1,845.60		1,940.80	CTL
NONUNION 08	17.28	35,942.40	18.15	37,752.00	19.06	39,644.80	20.02	41,641.60	21.03	43,742.40	22.05	45,864.00	23.07	47,985.60	24.26	50,460.80	NONUNION 08
CTL		1,462.40		1,536.00		1,613.60		1,694.40		1,779.20		1,864.80		1,951.20		2,052.00	CTL
NONUNION 09	18.28	38,022.40	19.20	39,936.00	20.17	41,953.60	21.18	44,054.40	22.24	46,259.20	23.31	48,484.80	24.39	50,731.20	25.65	53,352.00	NONUNION 09
CTL		1,542.40		1,620.00		1,701.60		1,787.20		1,876.80		1,967.20		2,057.60		2,164.00	CTL
NONUNION 10	19.28	40,102.40	20.25	42,120.00	21.27	44,241.60	22.34	46,467.20	23.46	48,796.80	24.59	51,147.20	25.72	53,497.60	27.05	56,264.00	NONUNION 10
CTL		1,610.40		1,691.20		1,776.00		1,864.80		1,958.40		2,052.80		2,148.00		2,257.60	CTL
NONUNION 11	20.13	41,870.40	21.14	43,971.20	22.20	46,176.00	23.31	48,484.80	24.48	50,918.40	25.66	53,372.80	26.85	55,848.00	28.22	58,697.60	NONUNION 11
CTL		1,665.60		1,749.60		1,837.60		1,929.60		2,026.40		2,124.80		2,222.40		2,337.60	CTL
NONUNION 12	20.82	43,305.60	21.87	45,489.60	22.97	47,777.60	24.12	50,169.60	25.33	52,686.40	26.56	55,244.80	27.78	57,782.40	29.22	60,777.60	NONUNION 12
CTL		1,737.60		1,824.80		1,916.80		2,012.80		2,113.60		2,215.20		2,317.60		2,437.60	CTL
NONUNION 13	21.72	45,177.60	22.81	47,444.80	23.96	49,836.80	25.16	52,332.80	26.42	54,953.60	27.69	57,595.20	28.97	60,257.60	30.47	63,377.60	NONUNION 13

GRADE: CTL 14 - CTL 17

GRADE	STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
CTL		1,746.40		1,834.40		1,926.40		2,024.80		2,124.80		2,302.40		2,414.40		2,525.60		2,655.20	CTL
NONUNION 14	21.83	45,406.40	22.93	47,694.40	24.08	50,086.40	25.31	52,644.80	26.56	55,244.80	28.78	59,862.40	30.18	62,774.40	31.57	65,665.60	33.19	69,035.20	NONUNION 14
CTL		1,813.60		1,904.80		2,000.80		2,101.60		2,207.20		2,388.00		2,504.00		2,619.20		2,754.40	CTL
NONUNION 15	22.67	47,153.60	23.81	49,524.80	25.01	52,020.80	26.27	54,641.60	27.59	57,387.20	29.85	62,088.00	31.30	65,104.00	32.74	68,099.20	34.43	71,614.40	NONUNION 15
CTL		1,921.60		2,018.40		2,120.00		2,226.40		2,338.40		2,529.60		2,652.00		2,774.40		2,916.80	CTL
NONUNION 16	24.02	49,961.60	25.23	52,478.40	26.50	55,120.00	27.83	57,886.40	29.23	60,798.40	31.62	65,769.60	33.15	68,952.00	34.68	72,134.40	36.46	75,836.80	NONUNION 16
CTL		2,036.80		2,139.20		2,246.40		2,359.20		2,477.60		2,672.00		2,801.60		2,930.40		3,080.80	CTL
NONUNION 17	25.46	52,956.80	26.74	55,619.20	28.08	58,406.40	29.49	61,339.20	30.97	64,417.60	33.40	69,472.00	35.02	72,841.60	36.63	76,190.40	38.51	80,100.80	NONUNION 17

Exhibit 4

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) NON UNION SALARY SCHEDULE

Salary Change: **G.O. XXXX: 3% Increase to Top Step; 3% Increase to Active Steps on All Grades.**

80 Hours Per Pay Period

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	GRADE
FPS 10					**2,867.20** 35.84 74,547.20	**2,993.60** 37.42 77,833.60		FPS 10
FPS 11					**3,108.80** 38.86 80,828.80	**3,240.00** 40.50 84,240.00		FPS 11
FPS 12					**3,174.40** 39.68 82,534.40	**3,310.40** 41.38 86,070.40		FPS 12
FPS 13					**3,418.40** 42.73 88,878.40	**3,565.60** 44.57 92,705.60		FPS 13
FPS 14					**3,513.60** 43.92 91,353.60	**3,669.60** 45.87 95,409.60		FPS 14
FPS 15					**3,644.00** 45.55 94,744.00	**3,801.60** 47.52 98,841.60		FPS 15
FPS 16					**3,824.80** 47.81 99,444.80	**3,984.00** 49.80 103,584.00		FPS 16

GRADE	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
FPS 10	**3,108.80** 38.86 80,828.80		**3,285.60** 41.07 85,425.60	**3,452.00** 43.15 89,752.00	**3,652.80** 45.66 94,972.80	**3,838.40** 47.98 99,798.40	FPS 10
FPS 11	**3,357.60** 41.97 87,297.60		**3,538.40** 44.23 91,998.40	**3,716.00** 46.45 96,616.00	**3,933.60** 49.17 102,273.60	**4,133.60** 51.67 107,473.60	FPS 11
FPS 12	**3,429.60** 42.87 89,169.60		**3,611.20** 45.14 93,891.20	**3,792.00** 47.40 98,592.00	**4,014.40** 50.18 104,374.40	**4,218.40** 52.73 109,678.40	FPS 12
FPS 13	**3,683.20** 46.04 95,763.20		**3,866.40** 48.33 100,526.40	**4,060.00** 50.75 105,560.00	**4,296.80** 53.71 111,716.80	**4,515.20** 56.44 117,395.20	FPS 13
FPS 14	**3,788.00** 47.35 98,488.00		**3,970.40** 49.63 103,230.40	**4,168.80** 52.11 108,388.80	**4,412.80** 55.16 114,732.80	**4,636.80** 57.96 120,556.80	FPS 14
FPS 15	**3,923.20** 49.04 102,003.20		**4,105.60** 51.32 106,745.60	**4,312.00** 53.90 112,112.00	**4,564.00** 57.05 118,664.00	**4,796.00** 59.95 124,696.00	FPS 15
FPS 16	**4,111.20** 51.39 106,891.20		**4,295.20** 53.69 111,675.20	**4,510.40** 56.38 117,270.40	**4,773.60** 59.67 124,113.60	**5,016.80** 62.71 130,436.80	FPS 16

Exhibit 5

CITY OF SPRINGFIELD, MO

Human Resources Department

FIRE PROTECTION (FPS) NON UNION SALARY SCHEDULE

Salary Change: **G.O. XXXX: 3% Increase to Top Step; 3% Increase to Active Steps on All Grades.**

112 Hours Per Pay Period

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	GRADE
FPS 10					**2,867.20** 25.6000 74,547.20	**2,993.60** 26.7286 77,833.60		FPS 10
FPS 11					**3,108.80** 27.7571 80,828.80	**3,240.00** 28.9286 84,240.00		FPS 11
FPS 12					**3,174.40** 28.3429 82,534.40	**3,310.40** 29.5571 86,070.40		FPS 12
FPS 13					**3,418.40** 30.5214 88,878.40	**3,565.60** 31.8357 92,705.60		FPS 13
FPS 14					**3,513.60** 31.3714 91,353.60	**3,669.60** 32.7643 95,409.60		FPS 14
FPS 15					**3,644.00** 32.5357 94,744.00	**3,801.60** 33.9429 98,841.60		FPS 15
FPS 16					**3,824.80** 34.1500 99,444.80	**3,984.00** 35.5714 103,584.00		FPS 16

GRADE	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GRADE
FPS 10	**3,108.80** 27.7571 80,828.80		**3,285.60** 29.3357 85,425.60	**3,452.00** 30.8214 89,752.00	**3,652.80** 32.6143 94,972.80	**3,838.40** 34.2714 99,798.40	FPS 10
FPS 11	**3,357.60** 29.9786 87,297.60		**3,538.40** 31.5929 91,998.40	**3,716.00** 33.1786 96,616.00	**3,933.60** 35.1214 102,273.60	**4,133.60** 36.9071 107,473.60	FPS 11
FPS 12	**3,429.60** 30.6214 89,169.60		**3,611.20** 32.2429 93,891.20	**3,792.00** 33.8571 98,592.00	**4,014.40** 35.8429 104,374.40	**4,218.40** 37.6643 109,678.40	FPS 12
FPS 13	**3,683.20** 32.8857 95,763.20		**3,866.40** 34.5214 100,526.40	**4,060.00** 36.2500 105,560.00	**4,296.80** 38.3643 111,716.80	**4,515.20** 40.3143 117,395.20	FPS 13
FPS 14	**3,788.00** 33.8214 98,488.00		**3,970.40** 35.4500 103,230.40	**4,168.80** 37.2214 108,388.80	**4,412.80** 39.4000 114,732.80	**4,636.80** 41.4000 120,556.80	FPS 14
FPS 15	**3,923.20** 35.0286 102,003.20		**4,105.60** 36.6571 106,745.60	**4,312.00** 38.5000 112,112.00	**4,564.00** 40.7500 118,664.00	**4,796.00** 42.8214 124,696.00	FPS 15
FPS 16	**4,111.20** 36.7071 106,891.20		**4,295.20** 38.3500 111,675.20	**4,510.40** 40.2714 117,270.40	**4,773.60** 42.6214 124,113.60	**5,016.80** 44.7929 130,436.80	FPS 16

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) NON UNION SALARY SCHEDULE

Exhibit 6

SALARY CHANGE: **New Top Step 16; 2% Increase to Active Steps on All Grades.**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	GRADE
LES 13									LES 13
LES 14									LES 14
LES 15									LES 15
LES 16									LES 16

GRADE	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	GRADE
				3,349.60	**3,517.60**	**3,696.80**	**3,922.40**	**4,118.40**	
LES 13				41.87 87,089.60	43.97 91,457.60	46.21 96,116.80	49.03 101,982.40	51.48 107,078.40	LES 13
				3,588.80	**3,768.80**	**3,960.80**	**4,200.80**	**4,412.00**	
LES 14				44.86 93,308.80	47.11 97,988.80	49.51 102,980.80	52.51 109,220.80	55.15 114,712.00	LES 14
				3,918.40	**4,113.60**	**4,322.40**	**4,586.40**	**4,816.00**	
LES 15				48.98 101,878.40	51.42 106,953.60	54.03 112,382.40	57.33 119,246.40	60.20 125,216.00	LES 15
				4,032.80	**4,233.60**	**4,447.20**	**4,719.20**	**4,956.00**	
LES 16				50.41 104,852.80	52.92 110,073.60	55.59 115,627.20	58.99 122,699.20	61.95 128,856.00	LES 16

Exhibit 7

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

SALARY CHANGE: **Per CBA**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		GRADE
								1,720.00		**1,892.00**		**1,987.20**		**2,086.40**	
LES 2							21.50	44,720.00	23.65	49,192.00	24.84	51,667.20	26.08	54,246.40	**LES 2**
		1,675.20		**1,745.60**		**1,820.80**		**1,915.20**		**2,054.40**		**2,157.60**		**2,264.80**	
LES 5	20.94	43,555.20	21.82	45,385.60	22.76	47,340.80	23.94	49,795.20	25.68	53,414.40	26.97	56,097.60	28.31	58,884.80	**LES 5**
		1,921.60		**2,024.80**		**2,109.60**		**2,214.40**		**2,351.20**		**2,468.80**		**2,592.00**	
LES 10	24.02	49,961.60	25.31	52,644.80	26.37	54,849.60	27.68	57,574.40	29.39	61,131.20	30.86	64,188.80	32.40	67,392.00	**LES 10**

GRADE	STEP 8		STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,190.40		**2,300.00**		**2,415.20**		**2,536.00**		**2,662.40**		**2,796.00**		**2,935.20**	
LES 2	27.38	56,950.40	28.75	59,800.00	30.19	62,795.20	31.70	65,936.00	33.28	69,222.40	34.95	72,696.00	36.69	76,315.20	**LES 2**
		2,378.40		**2,496.80**		**2,621.60**		**2,752.80**		**2,890.40**		**3,035.20**		**3,186.40**	
LES 5	29.73	61,838.40	31.21	64,916.80	32.77	68,161.60	34.41	71,572.80	36.13	75,150.40	37.94	78,915.20	39.83	82,846.40	**LES 5**
		2,721.60		**2,857.60**		**3,000.80**		**3,150.40**		**3,308.00**		**3,473.60**		**3,647.20**	
LES 10	34.02	70,761.60	35.72	74,297.60	37.51	78,020.80	39.38	81,910.40	41.35	86,008.00	43.42	90,313.60	45.59	94,827.20	**LES 10**

Exhibit 8

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

80 Hours Per Pay Period

SALARY CHANGE: **4% Increase to Active Steps on All Grades.**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
		1,520.80		**1,611.20**		**1,688.00**		**1,767.20**		**1,853.60**		**1,936.00**	
FPS 1	19.01	39,540.80	20.14	41,891.20	21.10	43,888.00	22.09	45,947.20	23.17	48,193.60	24.20	50,336.00	**FPS 1**
		1,673.60		**1,773.60**		**1,856.80**		**1,943.20**		**2,040.00**		**2,130.40**	
FPS 4	20.92	43,513.60	22.17	46,113.60	23.21	48,276.80	24.29	50,523.20	25.50	53,040.00	26.63	55,390.40	**FPS 4**
		1,894.40		**2,012.00**		**2,108.80**		**2,208.80**		**2,315.20**		**2,368.00**	
FPS 5T	23.68	49,254.40	25.15	52,312.00	26.36	54,828.80	27.61	57,428.80	28.94	60,195.20	29.60	61,568.00	**FPS 5T**
		2,062.40		**2,157.60**		**2,262.40**		**2,370.40**		**2,500.80**		**2,612.80**	
FPS 6	25.78	53,622.40	26.97	56,097.60	28.28	58,822.40	29.63	61,630.40	31.26	65,020.80	32.66	67,932.80	**FPS 6**
		2,115.20		**2,248.00**		**2,353.60**		**2,466.40**		**2,587.20**		**2,699.20**	
FPS 7	26.44	54,995.20	28.10	58,448.00	29.42	61,193.60	30.83	64,126.40	32.34	67,267.20	33.74	70,179.20	**FPS 7**

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
				2,052.80				**2,168.80**		**2,451.20**	
FPS 1			25.66	53,372.80			27.11	56,388.80	30.64	63,731.20	**FPS 1**
				2,258.40				**2,385.60**		**2,696.00**	
FPS 4			28.23	58,718.40			29.82	62,025.60	33.70	70,096.00	**FPS 4**
				2,486.40				**2,604.00**		**2,932.00**	
FPS 5T			31.08	64,646.40			32.55	67,704.00	36.65	76,232.00	**FPS 5T**
				2,735.20				**2,857.60**		**3,213.60**	
FPS 6			34.19	71,115.20			35.72	74,297.60	40.17	83,553.60	**FPS 6**
				2,830.40				**2,962.40**		**3,336.00**	
FPS 7			35.38	73,590.40			37.03	77,022.40	41.70	86,736.00	**FPS 7**

CITY OF SPRINGFIELD, MO

Human Resources Department

FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

Exhibit 9

112 Hours Per Pay Period

SALARY CHANGE: **4% Increase to Active Steps on All Grades.**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
	1,520.80		**1,611.20**		**1,688.00**		**1,767.20**		**1,853.60**		**1,936.00**		
FPS 1	13.5786	39,540.80	14.3857	41,891.20	15.0714	43,888.00	15.7786	45,947.20	16.5500	48,193.60	17.2857	50,336.00	**FPS 1**
	1,673.60		**1,773.60**		**1,856.80**		**1,943.20**		**2,040.00**		**2,130.40**		
FPS 4	14.9429	43,513.60	15.8357	46,113.60	16.5786	48,276.80	17.3500	50,523.20	18.2143	53,040.00	19.0214	55,390.40	**FPS 4**
	1,894.40		**2,012.00**		**2,108.80**		**2,208.80**		**2,315.20**		**2,368.00**		
FPS 5T	16.9143	49,254.40	17.9643	52,312.00	18.8286	54,828.80	19.7214	57,428.80	20.6714	60,195.20	21.1429	61,568.00	**FPS 5T**
	2,062.40		**2,157.60**		**2,262.40**		**2,370.40**		**2,500.80**		**2,612.80**		
FPS 6	18.4143	53,622.40	19.2643	56,097.60	20.2000	58,822.40	21.1643	61,630.40	22.3286	65,020.80	23.3286	67,932.80	**FPS 6**
	2,115.20		**2,248.00**		**2,353.60**		**2,466.40**		**2,587.20**		**2,699.20**		
FPS 7	18.8857	54,995.20	20.0714	58,448.00	21.0143	61,193.60	22.0214	64,126.40	23.1000	67,267.20	24.1000	70,179.20	**FPS 7**

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
			2,052.80				**2,168.80**		**2,451.20**		
FPS 1			18.3286	53,372.80			19.3643	56,388.80	21.8857	63,731.20	**FPS 1**
			2,258.40				**2,385.60**		**2,696.00**		
FPS 4			20.1643	58,718.40			21.3000	62,025.60	24.0714	70,096.00	**FPS 4**
			2,486.40				**2,604.00**		**2,932.00**		
FPS 5T			22.2000	64,646.40			23.2500	67,704.00	26.1786	76,232.00	**FPS 5T**
			2,735.20				**2,857.60**		**3,213.60**		
FPS 6			24.4214	71,115.20			25.5143	74,297.60	28.6929	83,553.60	**FPS 6**
			2,830.40				**2,962.40**		**3,336.00**		
FPS 7			25.2714	73,590.40			26.4500	77,022.40	29.7857	86,736.00	**FPS 7**

Exhibit 10

CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

SALARY CHANGE: **G.O. XXXX: 2.5% increase to Top Step on All Grades; Smooth Steps; 2.15% increase to Active Steps on All Grades**

EFFECTIVE DATE: **7/3/2022**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	GRADE
PAT IBEW UNION 5				1,291.20 16.14 33,571.20	1,356.00 16.95 35,256.00	1,424.00 17.80 37,024.00	1,496.00 18.70 38,896.00	1,572.00 19.65 40,872.00	1,651.20 20.64 42,931.20	1,735.20 21.69 45,115.20	PAT IBEW UNION 5
PAT IBEW UNION 6		1,341.60 16.77 34,881.60	1,409.60 17.62 36,649.60	1,480.00 18.50 38,480.00	1,554.40 19.43 40,414.40	1,632.80 20.41 42,452.80	1,715.20 21.44 44,595.20	1,802.40 22.53 46,862.40	1,892.80 23.66 49,212.80	1,989.60 24.87 51,729.60	PAT IBEW UNION 6
PAT IBEW UNION 7	1,523.20 19.04 39,603.20	1,600.00 20.00 41,600.00	1,680.00 21.00 43,680.00	1,764.00 22.05 45,864.00	1,852.00 23.15 48,152.00	1,945.60 24.32 50,585.60	2,042.40 25.53 53,102.40	2,146.40 26.83 55,806.40	2,255.20 28.19 58,635.20	2,369.60 29.62 61,609.60	PAT IBEW UNION 7
PAT IBEW UNION 8	1,640.80 20.51 42,660.80	1,723.20 21.54 44,803.20	1,809.60 22.62 47,049.60	1,900.00 23.75 49,400.00	1,996.00 24.95 51,896.00	2,096.80 26.21 54,516.80	2,201.60 27.52 57,241.60	2,313.60 28.92 60,153.60	2,430.40 30.38 63,190.40	2,555.20 31.94 66,435.20	PAT IBEW UNION 8
PAT IBEW UNION 9	1,765.60 22.07 45,905.60	1,853.60 23.17 48,193.60	1,947.20 24.34 50,627.20	2,044.80 25.56 53,164.80	2,148.00 26.85 55,848.00	2,256.00 28.20 58,656.00	2,368.80 29.61 61,588.80	2,489.60 31.12 64,729.60	2,613.60 32.67 67,953.60	2,747.20 34.34 71,427.20	PAT IBEW UNION 9

Exhibit 11

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) UNION SALARY SCHEDULE

SALARY CHANGE: **New Top Step 10 at 5% Above Step 9; Smooth Steps**

EFFECTIVE DATE: 7/3/2022

GRADE: CTL 1 - CTL 13

GRADE	STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		GRADE
CTL 1								1,209.60		1,270.40		1,326.40		1,395.20		1,465.60	CTL1
							15.12	31,449.60	15.88	33,030.40	16.58	34,486.40	17.44	36,275.20	18.32	38,105.60	
CTL 2						1,216.00		1,276.80		1,340.80		1,400.00		1,471.20		1,544.80	CTL 2
					15.20	31,616.00	15.96	33,196.80	16.76	34,860.80	17.50	36,400.00	18.39	38,251.20	19.31	40,164.80	
CTL 3						1,267.20		1,330.40		1,396.80		1,457.60		1,532.00		1,608.80	CTL 3
					15.84	32,947.20	16.63	34,590.40	17.46	36,316.80	18.22	37,897.60	19.15	39,832.00	20.11	41,828.80	
CTL 4						1,327.20		1,393.60		1,463.20		1,525.60		1,604.00		1,684.80	CTL 4
					16.59	34,507.20	17.42	36,233.60	18.29	38,043.20	19.07	39,665.60	20.05	41,704.00	21.06	43,804.80	
CTL 5						1,354.40		1,422.40		1,493.60		1,558.40		1,637.60		1,720.00	CTL 5
					16.93	35,214.40	17.78	36,982.40	18.67	38,833.60	19.48	40,518.40	20.47	42,577.60	21.50	44,720.00	
CTL 6				1,348.80		1,416.80		1,487.20		1,561.60		1,628.80		1,712.00		1,797.60	CTL 6
			16.86	35,068.80	17.71	36,836.80	18.59	38,667.20	19.52	40,601.60	20.36	42,348.80	21.40	44,512.00	22.47	46,737.60	
CTL 7		1,349.60		1,417.60		1,488.00		1,562.40		1,640.80		1,712.00		1,799.20		1,889.60	CTL 7
	16.87	35,089.60	17.72	36,857.60	18.60	38,688.00	19.53	40,622.40	20.51	42,660.80	21.40	44,512.00	22.49	46,779.20	23.62	49,129.60	
CTL 8		1,412.80		1,483.20		1,556.80		1,635.20		1,716.80		1,791.20		1,882.40		1,976.80	CTL 8
	17.66	36,732.80	18.54	38,563.20	19.46	40,476.80	20.44	42,515.20	21.46	44,636.80	22.39	46,571.20	23.53	48,942.40	24.71	51,396.80	
CTL 9		1,493.60		1,568.00		1,646.40		1,728.80		1,815.20		1,892.80		1,989.60		2,089.60	CTL 9
	18.67	38,833.60	19.60	40,768.00	20.58	42,806.40	21.61	44,948.80	22.69	47,195.20	23.66	49,212.80	24.87	51,729.60	26.12	54,329.60	
CTL 10		1,576.00		1,654.40		1,736.80		1,824.00		1,915.20		1,998.40		2,099.20		2,204.80	CTL 10
	19.70	40,976.00	20.68	43,014.40	21.71	45,156.80	22.80	47,424.00	23.94	49,795.20	24.98	51,958.40	26.24	54,579.20	27.56	57,324.80	
CTL 11		1,644.00		1,726.40		1,812.80		1,903.20		1,998.40		2,084.80		2,191.20		2,300.80	CTL 11
	20.55	42,744.00	21.58	44,886.40	22.66	47,132.80	23.79	49,483.20	24.98	51,958.40	26.06	54,204.80	27.39	56,971.20	28.76	59,820.80	
CTL 12		1,700.80		1,785.60		1,875.20		1,968.80		2,067.20		2,156.80		2,267.20		2,380.80	CTL 12
	21.26	44,220.80	22.32	46,425.60	23.44	48,755.20	24.61	51,188.80	25.84	53,747.20	26.96	56,076.80	28.34	58,947.20	29.76	61,900.80	
CTL 13		1,773.60		1,862.40		1,955.20		2,053.60		2,156.00		2,249.60		2,364.00		2,482.40	CTL 13
	22.17	46,113.60	23.28	48,422.40	24.44	50,835.20	25.67	53,393.60	26.95	56,056.00	28.12	58,489.60	29.55	61,464.00	31.03	64,542.40	

One-rdg._____
P. Hrngs. _____
Pgs. 14
Filed: 05-24-22

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-142 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of using grant funds to partially reimburse the annual base salaries of up to six City employees who operate and manage the Transportation Management Center.

_____

WHEREAS, an Agreement has been proposed that would allow the use of Surface Transportation Block Grant ("STBG") funds to reimburse the City for a portion of the annual base salaries of up to six City employees who operate and manage the Transportation Management Center ("TMC"); and

WHEREAS, federal Surface Transportation Block Grant funds will reimburse 80 percent of the base salaries of said City employees, not to exceed $376,000; and

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

WHEREAS, this proposed grant is included in the budget proposal for Fiscal Year 2022-2023, therefore no budget adjustment is required.

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

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

Section 2 – 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 2022 - 142

FILED: 05-24-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission to partially reimburse the base salaries of up to six City employees who work at the Transportation Management Center.

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

The use of federal STBG funds for another one-year period to reimburse 80 percent of the base salaries of six City TMC employees will reduce base salary expenses that would otherwise be budgeted and funded by the Transportation Fund during Fiscal Year 2022-2023. The estimated annual base salary cost of the six positions is approximately $470,000. Approval of this ordinance authorizes the City Manager to enter into the Surface Transportation Program ("STP")-Urban Program Agreement ("Exhibit 1") needed to continue using federal funds for 80 percent of the base salary costs ($376,000) for another one-year period. The grant match requires 20 percent of the base salary costs ($94,000) to continue to be funded by the Transportation Fund budget. All benefit costs will also continue to be funded by the Transportation Fund.

Supports the following 2022 City Council Priorities:

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

REMARKS: A Transportation Improvement Program ("TIP") project has been prepared to allow the use of federal STBG funds for these base salaries. This proposed grant is included in the FY 2022-2023 Proposed Budget and therefore no budget adjustment is required with this Council bill. 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: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified: 05/22 (MWH)

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	STBG-5905(811)
Award Year:	FY22
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STBG PROGRAM AGREEMENT

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

WITNESSETH:

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

WHEREAS, the FAST Act converted the STP into the Surface Transportation Block Grant (STBG) Program; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5905(811) involves:

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5905(811) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

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

(3) INDEMNIFICATION:

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

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

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

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

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

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

(5) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5905(811) or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80%** percent not to exceed **$376,000**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(7) WORK ON STATE RIGHT OF WAY: There are no contemplated improvements for Project STBG-5905(811) that involve work on the state's right of way.

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

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

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

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

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

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

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

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

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

(A) To the City:
Tom Dancey, P.E.
840 Boonville, Springfield, MO 65802
No.:_417-864-1167

(B) To the Commission:
Garrett Evans, E.I.
3025 E Kearney, Springfield, MO 65803
No.: 417-872-2224

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

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

(18) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension,

and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

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

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

Remainder of Page Intentionally Left Blank;
Signatures and Execution Appear on Following Page.

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

Executed by the City on _____

Executed by the Commission on _____

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

TMC Salaries Location Map

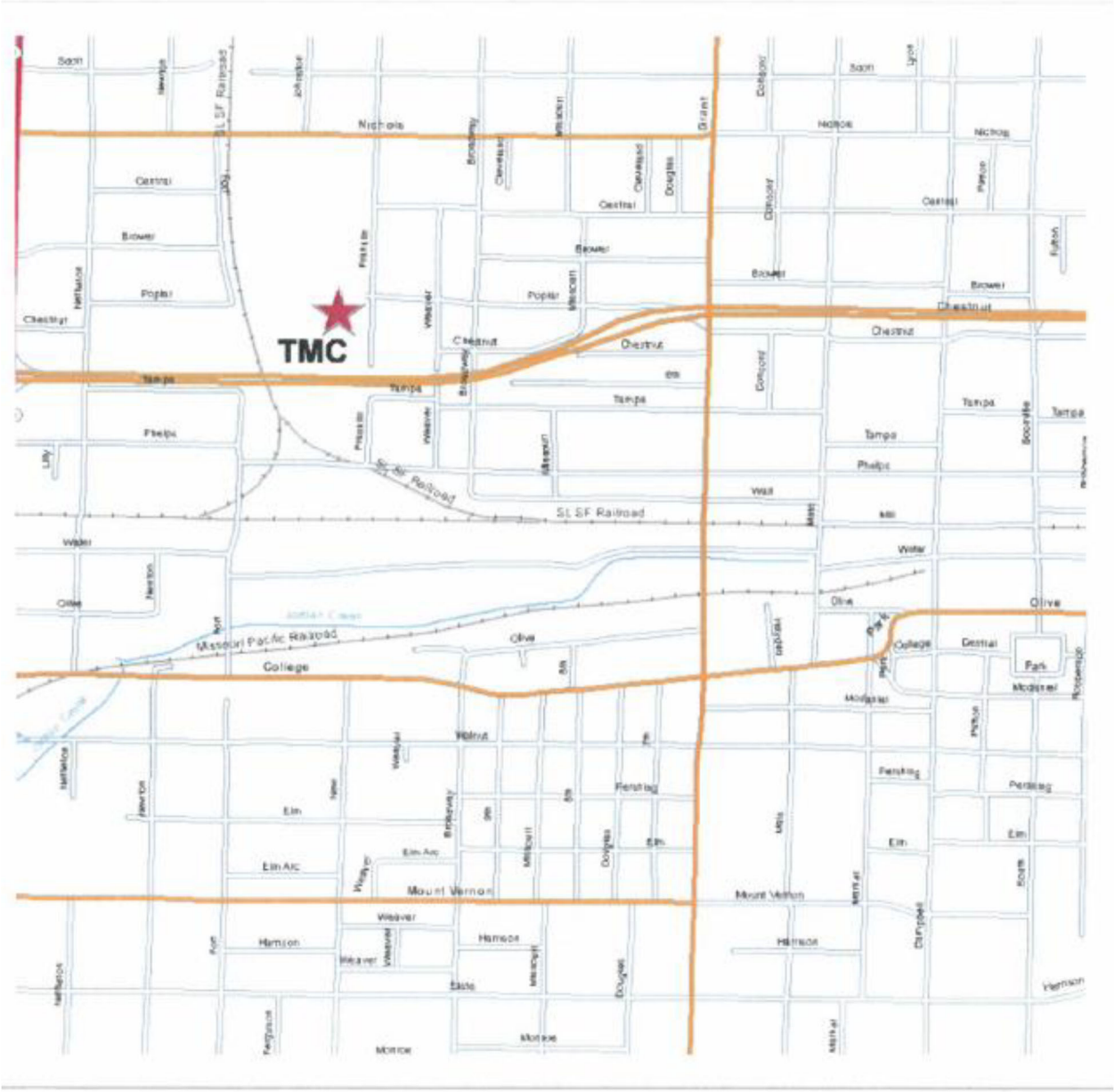

Exhibit B - Required Contract Provisions
Federal-Aid Construction Contracts

***DRAFTER'S NOTE**: Print Form 1273 from the following website and attach as Exhibit B http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf.*

One-rdg._____
P. Hrngs._____
Pgs.____30____
Filed:__05-24-22_____

Sponsored by Ollis, Hosmer, McGull, Lear

First Reading _____ Second Reading _____

COUNCIL BILL ____2022-143____ GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' by enacting Article VIII, 'Micromobility Device Rental Program' and amending Article VII, 'Encroachments on City Property,' to allow for approval of certain encroachments for use by micromobility devices; amending Chapter 106, 'Traffic and Vehicles,' Article I, 'In General,' to allow and regulate the use of micromobility devices on public streets and rights-of-way; amending Chapter 106, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 10, 'Springfield Parking System Parking Regulations,' to regulate the operation and use of micromobility devices in the City's parking system; and amending Chapter 106, 'Traffic and Vehicles,' Article VIII, 'Bicycles and Motorized Bicycles,' to regulate the use of micromobility devices.

_____

WHEREAS, the Springfield City Code does not allow for the use of certain micromobility devices in a manner seen in other municipalities around the country; and

WHEREAS, rentals of electric scooters and other micromobility devices are a quickly growing industry that would serve to provide an alternate form of transportation within the City; and

WHEREAS, electric scooters and other micromobility devices present potential issues that the current Springfield City Code does not address.

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

Section 1 – Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' is hereby amended by enacting a new Article VIII, 'Micromobility Device Rental Program,' which reads as follows:
NOTE: Language to be added is underlined, and language to be deleted is ~~stricken~~.

ARTICLE VIII. – MICROMOBILITY DEVICE RENTAL PROGRAM.

Sec. 98-346. Declarations of findings and intent; scope of ordinance.

(a) *Declarations of findings and intent.* The use of the right-of-way is increasing due to the advancement of technology, changes in federal and state law, and increased demand for services from residents, businesses, educational institutions, and other public and private institutions. City Council finds that the public convenience, health, safety, and welfare can be best served by establishing regulatory procedures to ensure the safety of the traveling public, protect the right-of-way, maintain the property rights of abutting and adjoining property owners, maintain the aesthetic quality of the City, and avoid conflicts between users of the right-of-way. City Council further finds that the micromobility industry is rapidly changing and growing, there is great diversity among and between the companies in said industry, and there is an imperative need to anticipate, plan for, and effectively protect public convenience, health, safety and welfare while avoiding the erection of barriers that prohibit competition.

(b) *Scope.* This article shall apply to all persons, companies, or other legal entities engaged in the activities defined in, regulated by, or requiring a license pursuant to this article.

(c) *Preemption*. No provision of this article shall apply to any circumstance in which such application shall be unlawful under valid superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this chapter is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by valid law.

Sec. 98-347. Definitions.

(a) The following words, terms, and phrases, when used in this article, shall have the meaning given them in this section, except where the context clearly indicates a different meaning:

(1) *Applicant* means any person that applies for a license under this article.

(2) *Deploy* or *Deployment* means the act of a licensee placing micromobility devices on right-of-way when those devices are made available for rent.

(3) *Director* means the director of the Department of Public Works or his or her designee.

(4) *License* means authorization granted pursuant to this article to deploy, control, or operate a micromobility device rental program within the City of Springfield.

(5) *Licensee* means any person that has been issued a license under this article to operate a micromobility device rental program.

(6) *Micromobility device* means any vehicle or device that is capable of transporting a person at a speed not in excess of fifteen (15) miles per hour; that weighs one hundred (100) pounds or less; that is thirty (30) inches or less in width; that is self-propelled by a motor or engine; and that is not otherwise defined by Missouri Statutes or the Springfield City Code as a motor vehicle, motorcycle, or motorized bicycle. The term micromobility device includes scooters, two- or three-wheeled bikes, mini-motorcycles, pocket bikes, motorized skateboards, hover boards, and other similar devices. The term micromobility device does not include any device that is designed to carry more than one passenger, is greater than one hundred (100) pounds in weight, is greater than thirty (30) inches in width, or may be propelled at speeds greater than fifteen (15) miles per hour.

(7) *Micromobility device rental program* or *rental program* means any program, service, or system which provides short-term rentals of micromobility devices for use on right-of-way. This term shall not apply to any program, service, or system which provides short-term rentals of micromobility devices that are not capable of being vended or rented from city right-of-way.

(8) *Park* or *Parking* means the stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

(9) *Person* means any natural or corporate person, business association or business entity, including but not limited to a corporation, a partnership, a sole proprietorship, or any other legal entity.

(10) *Right-of-way* means generally public property vested in the City in trust for the citizens and devoted to access and use by the public, including the area on, below, or above streets, alleys, roads, and sidewalks.

(11) *Storage areas* shall mean designated locations on the right-of-way where micromobility devices available for rental as part of a rental program are deployed by the licensee and/or parked by a rider. Storage areas may be physically designated by the city with appropriate signs or markings, or designated in any cooperative agreement between the city and an applicant or licensee.

Sec. 98-348. License required to operate any micromobility device rental program.

(a) No person shall operate a micromobility device rental program within the city without a valid license issued under this article.

(b) No person operating a micromobility device rental program shall deploy, park, or store a micromobility device associated with a rental program, or allow any other person to deploy, park, or store such a device in a storage area or dock located on city right-of-way without an encroachment license issued in accordance with section 98-323.

(c) The director is hereby authorized to issue a license allowing a person to operate a micromobility device rental program in accordance with the requirements of this article.

Sec. 98-349. Micromobility device rental program license.

(a) Any person who desires to operate a micromobility device rental program within the City of Springfield shall first make application to the director for a micromobility device rental program license. Applications for a license shall be submitted on forms approved by the director, and shall include the following:

(1) The form of business of the applicant;

(2) The location, nature, and size of any fixed facilities to be used in the operation of the rental program;

(3) The name of the person designated by the applicant to receive any future notices sent by the city to the licensee, and that person's contact information, including mailing address, telephone number, and email or other electronic address;

(4) Documentary evidence that the applicant carries sufficient insurance as required by this article;

(5) The number and type of micromobility devices to be operated;

(6) The proposed locations, areas, or geographic limits of operations;

(7) A business plan demonstrating the means by which the applicant intends to fulfill the requirements of this article to the satisfaction of the director.

(8) Plans, specifications, drawings and other information as required by the director of public works; and

(9) An agreement that the applicant, and the applicant's grantees, successors and assigns, shall defend, indemnify and hold the city harmless from all claims of personal injury or property damage arising from deployment, use,

parking, or storage of micromobility devices associated with the applicant's proposed rental program.

(b) The city shall collect an application fee for the purpose of recovering the administrative costs associated with processing applications. The applicant shall pay the applicable fee at the time of application. Such fees shall be established in a schedule adopted by ordinance from time to time.

(c) No license shall be issued under this article until the applicant has paid a fee for each micromobility device that may be deployed or parked in city right-of-way to recover the reasonable cost of licensing, monitoring, and enforcement required under this article. Said fee shall be in such amount as established by ordinance from time to time and shall initially be set at $25.00 per micromobility device and shall be paid in addition to any other fees required by this or any other applicable provisions of City Code.

(d) The issuance of a license under this article shall not relieve any applicant or licensee of the obligation to obtain other permits or licenses required by City Code, including, but not limited to, an encroachment license under section 98-323.

(e) A micromobility device rental program license expires one year from the date it is issued.

Sec. 98-350. Criteria for issuance of a license.

(a) The director shall investigate the application for a micromobility device rental program and shall issue the license if the director finds that all of the following conditions is met:

(1) The application appears to be truthful, complete, and accurate;

(2) Applicant is current in the payment of all taxes, fees, and other amounts due to the city on any account, for any purpose;

(3) The application is accompanied by the required fee;

(4) Applicant has provided the director with a local designated agent who can respond twenty-four (24) hours a day, seven (7) days a week to requests from the director, emergencies, or other issues; and

(5) The business plan submitted by the applicant demonstrates to the director's satisfaction that the applicant is able to meet all requirements of this article and has rules, regulations, methods, or processes that will prevent applicant's micromobility devices from becoming a nuisance or impacting public health, safety or welfare.

(b) The director or a designee is authorized to make inspections of any of a micromobility device rental program's micromobility devices at reasonable times and hours of an day for the purpose of determining whether such devices comply with the provisions of this article.

Sec. 98-351. Operational requirements of micromobility devices associated with a rental program.

(a) All micromobility device rental programs in operation in the city must meet the following requirements:

(1) Each micromobility device permitted under this article must display the licensee's logo, a unique identification number, and the licensee's contact information in a form approved by the director;

(2) Micromobility devices shall not display third party advertising;

(3) Micromobility devices shall meet all requirements of local, state, and federal law;

(4) Micromobility devices must be well maintained and in good riding condition;

(5) Micromobility devices must be equipped with a governor capable of limiting its rate of speed in geographic areas as specified by the director;

(6) Each micromobility device permitted under this article must be equipped with global positioning system technology allowing for geofencing to comply with time and location restrictions imposed in accordance with this article or Section 106-6;

(7) A licensee shall maintain a service number posted on each micromobility device for customers and citizens to report safety concerns, make complains, ask questions, or request a micromobility device be relocated;

(8) A licensee shall provide the director with contact information for any person authorized to collect, deploy, locate, or relocate the licensee's micromobility devices;

(9) A licensee's mobile application or other rental documentation shall notify its customers of applicable rules and regulations under this City Code applicable to the user of micromobility devices, including, but not limited to, the following:

a. Protective headgear shall be worn in accordance with Section 106-514;
b. Micromobility devices must be parked legally and properly;
c. Micromobility devices may not be ridden on sidewalks within a business district per Section 106-511; and

d. Micromobility device riders must yield the right-of-way to any pedestrian per Section 106-511.

(10) A licensee shall remove any inoperable micromobility device, or a micromobility device that is not safe to operate, from the right-of-way within 24 hours of notice from the director. Any micromobility device removed from the right-of-way in accordance with this provision must be repaired before it is returned to service.

(b) All micromobility device rental programs in operation in the city shall deploy or park micromobility devices in accordance with the following requirements:

(1) No personal property, fixtures, or structures may be placed or attached to the right-of-way without first obtaining an encroachment license as required by City Code;

(2) Micromobility devices may not be deployed outside of storage areas as defined in this article except as otherwise allowed by the director;

(3) Micromobility devices may only be deployed on private property with the permission of the property owner;

(4) Micromobility devices may only be deployed between the hours of 6:00 a.m. and 10 p.m. local time;

(5) Micromobility device rental programs shall cease operations by 10 p.m. local time unless otherwise approved by the director, and shall relocate micromobility devices on city right-of-way to approved storage areas;

(6) Micromobility devices may not be deployed on a sidewalk in a manner that would impede normal and reasonable pedestrian traffic, interfere with access to abutting property, or that violates the requirements of the Americans with Disabilities Act;

(7) Micromobility devices may not be deployed on a street in a manner that would impede vehicular traffic or would impose a threat to public safety;

(8) Micromobility devices may not be deployed or parked in a manner that creates a nuisance or poses a threat to public safety or security;

(9) A licensee shall remove any inoperable micromobility device, or a micromobility device that is not safe to operate, from the right-of-way within 24 hours of notice from the director. Any micromobility device removed from the right-of-way in accordance with this provision must be repaired before it is returned to service; and

(10) Micromobility devices that are parked in an incorrect manner must be redeployed or removed by the licensee within two hours of receiving notice from the director between 6:00 a.m. and 10:00 p.m.

Sec. 98-352. Responsibilities of a micromobility device rental program.

(a) All micromobility device rental programs shall abide by the following requirements:

(1) That the licensee and the licensee's grantees, successors and assigns, shall carry at all times adequate public liability insurance with limits up to or in excess of the limits set forth in RSMo 537.610, and provide for insurance to continue after the license is revoked or terminated for any reason for a sufficient period of time to protect the city from claims not yet filed, in all cases the city shall be named as an additional insured;

(2) That the licensee, and the licensee's grantees, successors and assigns, will operate the rental program in a safe and prudent manner;

(3) That the licensee shall deploy any micromobility devices in only those storage areas identified in the agreement;

(4) That the licensee shall take reasonable steps to prevent any bicycles or micromobility devices from becoming a nuisance or impacting public health, safety or welfare;

(5) That the licensee shall be solely responsible for recovering any micromobility devices abandoned, misplaced, or improperly deployed or parked, and in the event the city impounds any such micromobility devices, pay any costs associated therewith, including, but not limited to, charges and fees as determined by the director of public works to recover costs associated with impounding any such micromobility device;

(6) That the licensee shall be solely responsible for any injury or damage caused by any micromobility devices used in connection with licensee's micromobility device rental program;

(7) That the number of micromobility devices that may be deployed in the right-of-way by the licensee shall initially be limited to twenty (20) micromobility devices, or a greater number if the director determines great numbers of devices would not create a nuisance or impact public health, safety or welfare. Such limit may be increased after sixty (60) days upon the director’s determination that the applicant’s micromobility devices have not impeded vehicular or pedestrian traffic while not in use, have not diminished the aesthetic quality of the city, and have not otherwise created a nuisance or endangered the public health, safety and welfare of the community;

(8) That the placement of any logos or sponsorship information shall comply with all applicable federal, state, and local regulations and shall not be used as a public forum for public debate; and

(9) That the placement of any logos or sponsorship information may be limited to certain areas of the micromobility devices or storage areas, and that the available area in which a logo or any sponsorship information may be placed may be limited so as to address the public safety concerns inherent with signs, logos, and decals placed near streets and the traveling public..

Sec. 98-353. Data Sharing.

(a) A licensee shall cooperate with the city in the collection and analysis of trip and ridership data, including but not limited to, trip distance, trip time, trip start and end locations, and any other data available concerning its operations, and shall supply the director of such data in a format acceptable to the city no less than once a month.

(b) A licensee shall provide live data to the city if technologically feasible.

(c) A licensee shall provide other reports at the director's request.

Sec. 98-354. Signage and markings.

Any micromobility device associated with a rental program shall be labeled as such in a manner approved by the director of public works, and shall include a minimum the licensee's contact information, vehicle identification number, and logo.

Sec. 98-355. License denial, suspension, and revocation.

(a) The director shall not issue any license if the applicant:

(1) Intentionally or knowingly makes a false statement as to a material matter in the application for a license; or
(2) Has had a micromobility device rental program license revoked within two years of the date of application.

(b) If the director determines that a license should be denied, the director shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial.

(c) The director may suspend a micromobility device rental program license if the director determines that the licensee failed to comply with the requirements of this article, including but not limited to a request issued by the director to redeploy or remove a micromobility device within the time specified. Suspension not affect the expiration date of the license.

(d) The director shall revoke a micromobility device rental program license if the director determines that the licensee has:

(1) Made a false statement as to a material matter in the license application;

(2) Failed to comply with the requirements of this article and thereby created a nuisance or endangered the public health, safety and welfare of the community;

(3) failed to maintain insurance required by this article;

(4) operated micromobility devices that were not authorized by the license; or

(5) failed to pay a fee required by this article.

(e) Any licensee whose micromobility device rental program license has been revoked shall not be eligible to apply or receive another such license for a period of two years.

Sec. 98-356. Impounding authorized.

(a) Any micromobility device associated with a rental program may be impounded by any police officer or by any city employee authorized to do so by the director if:

(1) The micromobility device was illegally parked in violation of section 106-510;

(2) The micromobility device was unattended and blocking pedestrian or vehicle traffic, or otherwise compromising public safety; or

(3) The micromobility device is operated as part of an unlicensed micromobility device rental program, in violation of a micromobility device rental program license, or in violation of a cooperative agreement under this article.

(b) Where no emergency conditions exist or where traffic is not impeded, a warning may be issued with instructions to remove the micromobility device within twenty-four (24) hours of said warning.

(c) Within five (5) business days of impoundment, the city shall provide notice by electronic or U.S. mail to the owner of the micromobility device as disclosed by contact information attached to the micromobility device. Notice need not be sent if the micromobility device is redeemed prior to submission of the notice, or if the city is unable to readily identify the owner.

(d) All micromobility devices impounded under this section shall be subject to an impoundment fee sufficient to offset the city's costs of enforcement and storage for each micromobility device.

(e) Any micromobility device that remains unclaimed with the city for thirty (30) days is subject to sale in accordance with Section 13-3.311 in the city's purchasing manual, as amended.

Sec. 98-357. Enforcement.

(a) Any micromobility device associated with a rental program that is found illegally parked, left unattended on right-of-way outside storage areas in excess of fifteen (15) minutes, or otherwise in violation of the terms of any license or agreement, shall be subject to impoundment by the city in accordance with section 98-353.

(b) The director may revoke a micromobility device rental program license if the licensee has failed to comply with any requirements of this article or any applicable rental program license provision.

Sec. 98-358. Authority to prescribe additional regulations.

The director shall have the power to promulgate regulations as may be necessary and feasible for carrying out the intent of this article and the duties of the director under this article, provided such regulations are not inconsistent with the provisions of this article.

Sec. 98-359. Appeal of director's decision.

(a) An applicant or licensee who is aggrieved by a decision or determination of the director of public works under this article shall have the right to appeal the director's decision in a hearing before an administrative hearing officer if a written request for a hearing is filed with the director within ten days of the decision or determination.

Section 2 – Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VII, 'Encroachments on City Property,' is hereby amended as follows:

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

Sec. 98-323. Certain encroachments authorized by the director of public works - Procedures related thereto.

(a) The director of public works is hereby authorized to allow, on, in, or over a public street, public sidewalk or public right-of-way, pursuant to this section, the following types of encroachments: awnings, canopies, planters, street furniture, sidewalk cafes, projecting signs, and ~~bicycle~~ storage areas or docks associated with a bicycle share or micromobility device rental program. Storage areas or docks shall

mean designated locations on the city right-of-way where bicycles or micromobility devices are available for rental or use by a person other than the owner.

(b) Any person who desires to construct, install or place an encroachment provided for in subsection (a) on, in, or over a public street, public sidewalk or public right-of-way, shall first make application to the director of public works for an encroachment permit and license, provided that the requested encroachment shall abut land owned or leased by the applicant unless the requested encroachment is a storage area or ~~bicycle~~ dock associated with a bicycle share or micromobility device rental program. Applications for a permit and license shall be submitted on forms approved by the director of public works and shall include the following:

(1) The location, nature, size and purpose of the proposed encroachment.

(2) Plans, specifications, drawings and other information as required by the director of public works.

(3) Detailed information as to any signage and markings that will be applied to the proposed encroachment.

(4) An application fee according to the approved fee schedule filed with the city clerk. If the proposed encroachment is for a sidewalk cafe intended to operate on a temporary basis while restaurants are, by ordinance, emergency declaration, or other law, required to maintain physical distancing between patrons or prohibited from seating patrons at counters due to the 2019 novel coronavirus, no application fee shall be required. Any such sidewalk cafe for which no application permit fee is paid shall be removed no later than seven days after restaurants are permitted to seat patrons at counters and are no longer required to maintain physical distancing between patrons due to the 2019 novel coronavirus. Upon removal, any sidewalk, parking area, or other public right-of-way shall be restored to its previous use as a sidewalk, parking area, or other public right-of-way.

An encroachment permit or license may be issued pursuant to this section only after demonstrated consideration has been given to any city "Encroachment Design Guidelines" which are on file in the office of the director of public works.

(c) If the application is approved, the applicant may be issued an encroachment permit from the director of public works provided the applicant enters into an encroachment license agreement with the city as set forth in section 98-325.

(d) The cost of the encroachment permit shall be equal to the minimum building permit fee as found in the fee schedule on file with the office of the city clerk provided that no permit fee shall be required if the encroachment request is included within another project that requires a building permit. If the proposed encroachment is for a sidewalk cafe and no application fee was required under subsection (b)(4), no permit fee shall be required.

Sec. 98-324. Authority of director of public works to enter into encroachment license agreement with applicant.

(a) Issuance of licenses for encroachments authorized in section 98-323. The director of public works is authorized to enter into an encroachment license agreement with the applicant to install and maintain the encroachments authorized by section 98-323 on a form approved by the city attorney's office subject to the terms and conditions set forth in this article, upon the director's determination that:

(1) The proposed encroachment is not likely to create a dangerous condition upon public or private property;

(2) The proposed encroachment will not materially interfere with the use of public or adjacent private property;

(3) The proposed encroachment meets all applicable codes and ordinances of the city;

(4) The applicant has demonstrated a reasonable need for the proposed encroachment;

(5) The proposed encroachment is consistent with the aesthetic character of the adjacent neighborhood and does not create a nuisance or endanger the public health, safety and welfare of the community;

(6) The placement or use of the proposed encroachment does not violate any other provision of city, state or federal law or regulation;

(7) The proposed encroachment conforms with all applicable city plans and policies of the city;

(8) The proposed encroachment complies with any guidelines for encroachments on file with the director of public works;

(9) The director of public works does not object to the proposed encroachment; ~~and~~

(10) With respect to a sidewalk cafe, the proposed location is within an area approved for sidewalk cafes by the planning and zoning commission; and

(11) No bicycle dock shall be placed within 800 feet of another bicycle dock which is authorized to be placed on the right-of-way pursuant to this section. Such distance shall be measured linearly along street center lines as measured from the nearest points of each bicycle dock and using the most direct route.

(b) No license shall be issued for any encroachments associated with a micromobility device rental program until the applicant and city are parties to an executed cooperative agreement to regulate the placement and management of said micromobility devices, including the location of areas to be identified as micromobility device docks or storage areas.

(c) No license shall be issued for any encroachment associated with a micromobility device rental program unless all micromobility devices available for rental are labeled as such in a manner as approved by the director of public works.

(d~~b~~) No license shall be issued for ~~a bicycle dock~~ any encroachment associated with a bicycle share or micromobility device rental program under this article until the applicant has paid a $250.00 license fee for each ~~bicycle~~ dock or storage area to be placed on the right-of-way for the privilege of utilizing said right-of-way. If an applicant is a duly registered not for profit entity, then such license fee shall be $50.00 for each dock or storage area. No license fee shall be charged for duly registered not for profit entities until a year after the effective date of the ordinance from which this subsection derives.

(e) No license shall be issued for any encroachment associated with a micromobility device rental program until the applicant has paid a fee for each micromobility device to be placed in right-of-way to recover the reasonable cost of licensing, monitoring, and enforcement required under this article. Said fee shall be in such amount as established by ordinance from time to time, and shall initially be set at $25.00 per micromobility device.

(f~~c~~) License required for pre-existing freestanding awnings, freestanding canopies, planters, street furniture or sidewalk cafes. Any freestanding awning, freestanding canopy, planter, street furniture or sidewalk cafe existing on, in, or over any public street, public sidewalk or public right-of-way at the time of the passage of this section shall be removed within 90 days of the effective date of this section if an encroachment license has not been obtained by the abutting property owner in that time. All such existing freestanding awnings, freestanding canopies, planters, street furniture or sidewalk cafes shall meet all requirements of this article before being authorized to remain in place by the issuance of an encroachment license. Failure to obtain an encroachment license may result in the city removing such freestanding awning, freestanding canopy, planter, street furniture or sidewalk cafe in the manner set forth in section 98-326, or obtaining an administrative or court order for its removal by the abutting landowner.

Sec. 98-325. Terms and conditions of an encroachment license agreement.

(a) An encroachment license agreement to construct and maintain, or retain, an encroachment authorized by section 98-323 shall be in a form approved by the city attorney, and shall be signed by either the applicant and/or building owner if the building owner wants to have an interest in such license. The license agreement may be recorded by the city in the office of the recorder of deeds of Greene County, Missouri. The license agreement shall include provisions requiring:

(1) That the license to maintain the encroachment is revocable by the city upon reasonable written notice to the encroaching licensee;

(2) That the licensee, and the licensee's grantees, successors and assigns, shall defend, indemnify and hold the city harmless from all claims of personal injury or property damage arising from construction, location and maintenance of the encroachment;

(3) That the licensee and the licensee's grantees, successors and assigns, shall carry at all times adequate public liability insurance with limits up to or in excess of the limits set forth in RSMo 537.610, except that when the encroachment in question is a projecting sign, awning, or canopy, or the encroachment in question is a sidewalk cafe intended to operate on a temporary basis during the mayor's declaration of civil emergency and for which no permit fee was paid, the limits required shall be reduced to up to or in excess of $1,000,000.00, and provide for insurance to continue after the license is revoked or terminated for any reason for a sufficient period of time to protect the city from claims not yet filed, in all cases the city shall be named as an additional insured;

(4) That the licensee, and the licensee's grantees, successors and assigns, will maintain the encroachment in a safe and presentable condition;

(5) That the licensee and the licensee's grantees, successors and assigns, grant an irrevocable license to the city to enter upon the abutting property as may be necessary to remove the encroachment at the costs of such licensee;

(6) That the licensee, the licensee's grantees, successors and assigns, shall be required to remove the encroachment from the public right-of-way upon receipt of written notice from the city to do so, within the time specified in the notice and at no cost to the city; and

(7) That the license terminates upon transfer of the abutting property to a new owner within 30 days, provided that the obligation to indemnify and insure on behalf of the city shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license

with adequate insurance and indemnification guarantees are provided to the city;

(8) That the license shall be recordable in the land records of the Greene County recorder's office; and

(9) Such other terms and conditions as adjudged by the director of public works or the city attorney as necessary in the public interest.

(b) In addition to the requirements of subsection (a), any proposed ~~bicycle dock~~ encroachment~~,~~ for a storage area or dock associated with a bicycle share or micromobility device rental program shall not be permitted or allowed unless the applicant and city are parties to an existing cooperative agreement to regulate the placement and management of any approved ~~bicycle~~ storage areas or docks associated with a bicycle share or micromobility device rental program. The director of public works is hereby authorized to enter into such cooperative agreements so long as said cooperative agreement is consistent with this article. Such cooperative agreement shall include, at least the following terms:

(1) That any encroachment permit for the placement of any of the applicant's ~~bicycle docks~~ storage areas or docks may be revoked upon breach of any of the terms of the agreement;

(2) That the applicant shall place any bicycles or micromobility devices in only those docks or storage areas identified in the agreement;

(3) That the applicant shall take reasonable steps to prevent any bicycles or micromobility devices from becoming a nuisance;

(~~2~~4) That the applicant shall be solely responsible for recovering any bicycles or micromobility devices abandoned or misplaced and any costs associated therewith, including, but not limited to, charges and fees as determined by the director of public works to recover costs associated with impounding any bicycle or micromobility device that is improperly parked, docked, or placed on or in the right-of-way;

(~~3~~5) That the applicant shall be solely responsible for any injury or damage caused by any bicycles or micromobility devices used in connection with applicant's bicycle ~~docks~~ share or micromobility device rental program;

(6) That the number of micromobility devices that may be placed in the right-of-way by the applicant shall initially be limited to twenty (20) micromobility devices, or a greater number if the director determines great numbers of devices would not create a nuisance or impact public health, safety or welfare. Such limit may be increased after sixty (60) days upon the director's determination that the applicant's micromobility

devices have not impeded vehicular or pedestrian traffic while not in use, have not diminished the aesthetic quality of the city, and have not otherwise created a nuisance or endangered the public health, safety and welfare of the community;

(~~4~~7) That the placement of any logos or sponsorship information, shall comply with all applicable federal, state, and local regulations and shall not be used as a public forum for public debate;

(~~5~~8) That the placement of any logos or sponsorship information may be limited to certain areas of the bicycle docks, micromobility devices, or micromobility device docks or storage areas, and that the available area in which a logo or any sponsorship information may be placed may be limited so as to address the public safety concerns inherent with signs, logos, and decals placed near streets and the traveling public;

(~~6~~9) That the term of any cooperative agreement shall be limited to not more than one year; and

(~~7~~10) Such other terms and conditions as adjudged by the director of public works as necessary to comply with the intent of this article.

Sec. 98-329. Signage and markings.

(a) The identification of the location of a place of business, neighborhood, subdivision, or use of a logo, on an encroachment permitted by this article, which is attached to or immediately adjacent to the place of business, neighborhood or subdivision shall not be deemed to be advertising within the meaning of section 98-7.

Any bicycle dock, micromobility device, or micromobility device dock or storage area may contain the logo and name of any sponsors of the bicycle dock, micromobility device, or micromobility device dock or storage area even though said bicycle dock, micromobility device, or micromobility device dock or storage area may not be attached to or immediately adjacent to the place of business, neighborhood or subdivision who is sponsoring the bicycle dock, micromobility device, or micromobility device dock or storage area. The logo or name referenced herein shall comply with the remaining provisions of this section.

(b) Awnings and canopies are permitted to have identifying markings and only the name of the business and/or business logo and the street address are permitted to be applied to the awning or canopy, all in substantial conformance to the city encroachment design guidelines.

(c) In general, all signage and markings, on all encroachments, should be limited to the identification of the business, neighborhood, or subdivision and must be

approved by the director of building development services as part of the application process.

(d) It shall be unlawful for any encroachment to be marked in any manner except as prescribed in this article.

Sec. 98-330. Appeal of director's decision.

(b) Any person who is aggrieved by a decision or determination of the director of public works under this article for an encroachment other than micromobility devices or micromobility device docks or storage areas shall have the right to appeal the director's decision to the planning and zoning commission by filing a request for such an appeal with the director of building development services and with the secretary of the planning and zoning commission within 30 days of the denial. An applicant or licensee who is aggrieved by a decision or determination of the director of public works under this article shall have the right to appeal the director's decision in a hearing before an administrative hearing officer if a written request for a hearing is filed with the director within ten days of the decision or determination.

Section 3 – Springfield City Code, Chapter 106, 'Traffic and Vehicles,' Article I, 'In General,' is hereby amended as follows:

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

Sec. 106-1. Definitions.

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

Alley means a public way which extends only secondary means of access to abutting property, without address or frontage.

Crosswalk includes:

(1) That part of a roadway at any intersection included within the lateral lines of a roadway and property lines.

(2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by marked lines on the surface, ramps or signs.

Curb loading zone: A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Emergency vehicle means a vehicle publicly owned as an ambulance, or vehicle public owned and operated by the state highway patrol, police department or fire

department, sheriff or deputy sheriff, traffic officer or coroner, or Springfield-Greene County Office of Emergency Management, or any privately owned vehicle operated as an ambulance responding to an emergency call; or any privately owned wrecker or tow truck; or a vehicle owned and operated by a public utility or public service corporation while performing emergency service.

Handicapped parking control officer ("HPCO") means a citizen volunteer recommended by the chief of police and appointed by the city manager to perform limited enforcement duties of the handicapped parking ordinances and building regulations pertinent to handicapped parking.

Intersection: Such terms shall include:

(1) the area embraced within the prolongation or connection of the lateral curblines, or, if none, then the lateral boundary lines of the roadways of the two (2) highways which join one another at or approximately at right angles, or the area within which vehicles traveling upon different highways, joining at any other angle may come in conflict;

(2) where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) or more feet apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

Jefferson Avenue Footbridge Plaza means all of the right-of-way of Jefferson Avenue lying north of Commercial Street, south of the Burlington-Northern Railroad Right-of-way and east of Public Parking Lot No. 11 as currently constructed.

<u>*Micromobility device* means any vehicle or device that is capable of transporting a person at a speed not in excess of fifteen (15) miles per hour; that weighs one hundred (100) pounds or less; that is thirty (30) inches or less in width; that is self-propelled by a motor or engine; and that is not otherwise defined by Missouri Statutes or the Springfield City Code as a motor vehicle, motorcycle, or motorized bicycle. The term micromobility device includes scooters, two- or three-wheeled bikes, mini-motorcycles, pocket bikes, motorized skateboards, hover boards, and other similar devices. The term micromobility device does not include any device that is designed to carry more than one passenger, is greater than one hundred (100) pounds in weight, is greater than thirty (30) inches in width, or may be propelled at speeds greater than fifteen (15) miles per hour.</u>

~~*Motorized play vehicle* includes mini-motorcycles, pocket bikes, and any other vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour; that is self propelled by a motor or engine and that is not otherwise~~

~~defined by Missouri Statutes or the Springfield City Code as a motor vehicle, motorcycle, or motorized bicycle.~~

Motorized bicycle means any two-wheeled or three-wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty cubic centimeters, which produces less than three gross brake horsepower, and is capable of propelling the device at a maximum speed of not more than thirty miles per hour on level ground, but excluding a micromobility device.

~~*Motorized skateboard* means any vehicle not having a seat or saddle for the use of the rider, designed to travel on not more than three wheels, and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground.~~

Parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

Parkway means that portion of the roadway between the curbline and the property line.

Restricted micromobility parking area is an area with the following boundaries: A line beginning at the northeast corner of Commercial Street and Main Avenue, then east along the north right of way line of Commercial Street to Washington Avenue, then south to the southern right-of-way line of Pacific Street, then west to the eastern right-of-way line of Boonville Avenue, then south to the northern right-of-way line of Water Street, then east along such right-of-way line and along the northern right-of-way line of Trafficway to the eastern right-of-way line of John Q. Hammons Parkway, then south to the southern right-of-way line of St. Louis Street, then west to the eastern right-of-way line of Kimbrough Avenue, then south to the southern right-of-way line of Elm Street, then west to the western right-of-way line of Campbell Avenue, then north to the southern right-of-way line of Walnut Street, then west to the western right-of-way line of Main Avenue, then north to the northern right-of-way line of Water Street, then east to the western right-of-way line of Boonville Avenue, then north to the southern right-of-way line of Pacific Street, then west to the eastern right-of-way line of Main, then north to the point of beginning.

Right-of-way means:

(1) When used in relationship to vehicles, the privilege of the immediate use of the roadway.

(2) When used in relationship to land, that portion of land owned by the city comprised of roadway and parkway.

Roadway: That portion of a street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder. In the event a highway includes two (2) or

more separate roadways, the term "roadway," as used herein, shall refer to any such roadway separately, but not to all such roadways collectively.

Safety zone: The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked and indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

School zone means that territory contiguous to and including a street or highway for a distance of two hundred (200) feet in either direction from school property.

Shoulder means that portion of an unimproved roadway between the edge of the roadway and the property line.

Sidewalk means that paved portion of the shoulder or parkway intended for the use of pedestrians.

Stop: Complete cessation of movement.

Stopping or standing: When prohibited, such terms mean any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Street or *highway:* The entire width between the boundary lines of every way publicly maintained when any part thereof is opened to the use of the public for purpose of vehicular traffic, or any private street described in section 106-3.

Traffic control devices means all signs, signals, markings and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

Traffic-control signal: Any device, whether manually, electrically or mechanically operated by which traffic is alternately directed to stop and to proceed.

Vehicle means <u>any mechanical device on wheels, designed primarily for use, or used, on a roadway, except motorized bicycles,</u> ~~every device in, upon, or by which any person or property is or may be transported or drawn upon a roadway, which requires a valid operator's license and which has a Manufacturer's Certificate of Origin ("MSO"), except~~ devices moved by human power, devices used exclusively upon stationary rails or tracks, or any <u>micromobility device.</u>

Vehicle, commercial: Every vehicle designed, maintained, or used primarily for the transportation of property.

Vehicle, motor: Every vehicle which is self-propelled.

Sec. 106-6. Use of Coasters, Roller Skates, ~~Motorized Play Vehicles, Motorized Skateboards,~~ and Similar Devices on Roadway.

No person upon roller skates, riding in or by means of any coaster, toy vehicle, ~~motorized play vehicle, motorized skateboard~~ or similar device~~devise~~ shall go upon any roadway, except while crossing a street on a sidewalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. This section shall not apply upon any street while set aside as a play street.

The city traffic engineer is authorized to restrict areas of use, impose speed limits, and impose any other applicable restrictions necessary to maintain public safety and prevent nuisances resulting from bicycles, micromobility devices, or other vehicles or items used on any public rights-of-way, including but not limited to streets, alleys, trails, and sidewalks. All restrictions shall be on file with the City Clerk's Office.

Sec. 106-8. Use of streets by persons in wheelchairs.

Notwithstanding any other provision of this chapter, a person in a wheelchair or other personal mobility device may use city streets for travel provided that the person obeys all rules of the road and there is no sidewalk or other facility available for the person's use.

Sec. 106-9. Operator's license required.

No person shall operate a motor vehicle or micromobility device upon the streets of the city unless such person shall have a valid operator's or chauffeur's license recognized under the laws of the state. Failure to exhibit an operator's or chauffeur's license upon the request of a police officer shall be prima facie evidence of a violation of this section.

Sec. 106-18. Authority of traffic engineer.

The city traffic engineer is authorized to:

(1) Establish crosswalks, safety zones and traffic lanes as provided in section 106-71.

(2) Establish one-way streets and alleys as established in section 106-19.

(3) Restrict the direction of movement on streets as authorized in section 106-20.

(4) Establish load restrictions on certain streets as established in section 106-21.

(5) Restrict certain streets to passenger vehicles only as established by section 106-22.

(6) Prohibit commercial vehicles from using streets as authorized in section 106-23.

(7) Close certain streets to vehicular access as authorized in section 106-82.

(8) Install traffic control devices, signs, signals and devices as authorized in section 106-150.

(9) Limit vehicle turns at certain intersections as authorized in section 106-187 and section 106-188.

(10) Establish time limits on parking on streets as authorized in section 106-341.

(11) Restrict parking as authorized in section 106-305.

(12) Increase the speed limit on streets as authorized in section 106-231.

(13) Designate loading zones and on-street parking spaces deemed necessary for the safe operation of a valet parking service as a valet parking zone for any time periods from the hours of 6:00 pm until 3:00 am when a location for a valet parking zone is not available on the private property of a business to be served by such service.

(14) <u>Restrict use of bicycles and micromobility devices to designated areas of use, and set speed limits for the same on all city rights-of-way as authorized in section 106-6.</u>

Sec. 106-37.1. Clinging to vehicles prohibited.

No person riding upon any <u>micromobility device,</u> bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

<u>Section 4</u> – Springfield City Code, Chapter 106, 'Traffic and Vehicles,' Article VI, 'Stopping, Standing and Parking,' Division 10, 'Springfield Parking System Parking Regulations,' is hereby amended as follows:

NOTE: Language to be added is <u>underlined</u>, and language to be deleted is ~~stricken~~.

Sec. 106-442. Use of bicycles<u>, micromobility devices,</u> or similar devices in city parking system.

(a) No person shall operate a bicycle<u>, micromobility device,</u> or similar device within the city parking system except to travel to and from any bike racks or lockers specifically designated for storage thereof.

(b) No person shall leave or affix any bicycle<u>, micromobility device,</u> or similar device to any part of any parking facility within the city parking system except in a designated bike rack or locker.

(c) Any bicycle, micromobility device, or similar device left unattended outside of a bike rack or locker or left in a bike rack or locker for more than 14 consecutive days without apparent use or relocation shall be considered abandoned property and may be removed and turned over to the police department to be retained or disposed of in the manner prescribed by law.

Section 5 – Springfield City Code, Chapter 106, 'Traffic and Vehicles,' Article VIII, 'Bicycles and Motorized Bicycles,' is hereby amended as follows:

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

ARTICLE VIII. – BICYCLES, MICROMOBILITY DEVICES, AND MOTORIZED BICYCLES

Sec. 106-502. Definitions.

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

Bicycle lane means that portion of the roadway which is marked for the dedicated use of bicycles.

Bicycle path means a separate right-of-way which is marked for the use of bicycles.

Bicycle route means any street which has a sign posted to indicate that it is a bicycle route.

Sec. 106-503. Applicability of traffic regulations to persons riding bicycles or micromobility devices.

Every person riding a bicycle or micromobility device upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this state declaring rules of the road applicable to vehicles or by this Code or other traffic ordinances of this city applicable to the driver of a vehicle, except as to special regulations in this article and except as to those provisions of laws and ordinances which, by their nature, can have no application.

If any bicycle or micromobility device is witnessed to have violated the provisions of this article, it shall be a rebuttable presumption that the owner of the bicycle or micromobility device committed the violation. If the bicycle or micromobility device involved in the violation is owned by a rental company and the bicycle or micromobility device is rented to another person at the time of the violation, the rental company may rebut the presumption by providing a copy of the rental agreement in effect at the time of the violation.

Sec. 106-504. Obedience to traffic control devices.

Any person operating a bicycle or micromobility device shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer. Whenever authorized signs are erected indicating that no right turn, left turn or U-turn is permitted, no person operating a bicycle or micromobility device shall disobey the direction of any such sign, except where such person dismounts from the bicycle or micromobility device to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.

Sec. 106-505. Manner of riding generally.

A person shall ride or operate a bicycle or micromobility device in a careful and prudent manner, exercising the highest degree of care, and shall operate the bicycle or micromobility device at a rate of speed so as not to endanger the property of another or the life or limb of any person ~~propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto as intended by the manufacturer of any specific device~~. No bicycle or micromobility device shall be used to carry more persons at one time than the number for which it is designed and equipped.

Sec. 106-506. Riders to keep to right side of roadway; riding abreast.

Every person operating a bicycle, motorized bicycle, or micromobility device at less than the posted speed or slower than the flow of traffic upon a street or highway shall ride as near to the right side of the roadway as safe, exercising due care when passing a standing vehicle or one proceeding in the same direction, except when making a left turn, when avoiding hazardous conditions, when the lane is too narrow to share with another vehicle, or when on a one-way street. Bicyclists may ride abreast when not impeding other vehicles.

Sec. 106-507. Speed.

No person shall operate a bicycle or micromobility device at a speed greater than is reasonable and prudent under the conditions then existing.

Sec. 106-508. Emerging from alley or driveway.

The operator of a bicycle or micromobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on such sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on such roadway.

Sec. 106-509. Carrying articles.

No person operating a bicycle or micromobility device shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

Sec. 106-510. Parking.

No person shall park a bicycle upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or against a building or at the curb in such manner as to afford the least obstruction to pedestrian traffic. For areas outside a restricted micromobility parking area, no person shall park a micromobility device upon a street other than upon the roadway against the curb, upon the sidewalk in a rack, dock, or storage area, or against a building or at the curb in such manner as to afford the least obstruction to pedestrian traffic. No person shall park a micromobility device upon a street or sidewalk within a restricted micromobility parking area except in those areas indicated with appropriate signing as a micromobility storage area or dock.

A person charged with violating this section after riding a micromobility device operated as part of a micromobility device rental program licensed by the City may raise as an affirmative defense that the device was parked as directed by the operator of a micromobility device rental program. A person raising such a defense has the burden of proving the defense by a preponderance of the evidence.

Sec. 106-511. Riding on sidewalks.

No person shall ride a bicycle or micromobility device upon a sidewalk within a business district. Whenever any person is riding a bicycle or micromobility device upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

Sec. 106-512. Riding on pedestrian overpasses.

It shall be unlawful to ride a bicycle or micromobility device upon a pedestrian overpass. Before crossing such an overpass with a bicycle or micromobility device, the rider shall dismount and walk the bicycle or micromobility device across the overpass.

Sec. 106-513. Brakes, lamps and reflectors.

(a) Every bicycle or micromobility device shall be equipped with brakes which will enable its driver to stop the bicycle or micromobility device within 25 feet from a speed of ten miles per hour on dry, level, clean pavement.

(b) Every bicycle or micromobility device, when in use on a street or highway during the period from one-half hour after sunset to one-half hour before sunrise, shall be equipped with the following:

(1) A front-facing lamp on the front or carried by the rider, which shall emit a white light visible at night under normal atmospheric conditions on a straight, level, unlighted roadway at 500 feet; and

(2) A rear-facing red reflector, at least two square inches in reflective surface area, on the rear, which shall be visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lower beams of vehicle headlights at 600 feet; and

(3) Essentially colorless or amber reflectors on both the front and rear surfaces of all pedals. Each pedal reflector shall be recessed below the plane of the pedal or reflector housing. Each reflector shall be at least 0.91 square inch in projected effective reflex area, and must be visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 200 feet; and

(4) Reflective material and/or lights visible on each side of the bicycle or ~~bicyclist~~ micromobility device and visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at 300 feet. The provisions of this subsection shall not apply to motorized bicycles which comply with National Highway Traffic and Safety Administration regulations relating to reflectors on motorized bicycles.

Sec. 106-514. License required to operate motorized bicycle; passengers prohibited when; protective headgear required; proof of financial responsibility.

(a) No person shall operate a motorized bicycle or micromobility device on any highway or street in the city unless the person has a valid license to operate a motor vehicle.

(b) A person operating a motorized bicycle or micromobility device shall ride only upon the permanent and regular seat attached thereto. Such operator shall not carry any other person nor shall any other person ride on a motorized bicycle anywhere within city limits unless the motorized bicycle is designed to carry a passenger. If a motorized bicycle is designed to carry a passenger, the operator shall not carry more than one passenger.

(c) Every person operating or riding on any motorized bicycle or micromobility device upon the streets of the city shall wear protective headgear at all times the motorized bicycle is in motion. The protective headgear shall meet the standards and specifications established by the state director of revenue.

(d) No person shall operate any motorized bicycle upon the streets of the city without proof of financial responsibility for the motorized bicycle that is the same

as the proof required by RSMo 303.010 et seq. for motor vehicles. The operator of a motorized bicycle shall exhibit proof of financial responsibility upon the demand of any police officer who lawfully stops or contacts such operator while the officer is engaged in the performance of his duties. For purposes of this section, an insurance identification card, a liability insurance policy, a liability insurance binder, or a receipt which contains insurance policy information as set forth in RSMo 303.024.2 shall be satisfactory proof of financial responsibility, provided such card, policy, binder, or receipt demonstrates coverage of the motorized bicycle.

Section 6 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 7 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause, or phrase be declared invalid.

Section 8 – 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 2022 - 143

FILED: 05-24-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To amend Section 106, Traffic and Vehicles, and Section 98, Streets, Sidewalks and Public Places, of the City Code, to define Micromobility Devices in City Code, provide parameters for regulation of micromobility devices, and define requirements for vendors to operate micromobility device rental services in Springfield.

BACKGROUND INFORMATION: City Code does not define micromobility devices, more commonly known as e-scooters. Currently, any regulation, permitting, or enforcement of e-scooters is an extremely grey area and not clearly defined by federal and state statutes. Micromobility device rentals are found in several locations throughout the United States and rental agencies have made clear their wish to operate E-Scooters in Springfield. In order to facilitate operations, permitting, and regulation, changes to the City Code are necessary. The proposed changes to City Code and methods for administratively managing E-Scooters was brought before the Plans and Polices Committee on April 21, 2022. The Committee made a motion to bring the proposed changes to City Code to the full City Council for consideration.

REMARKS: Micromobility devices are generally defined as e-scooters, bicycles, or similar devices that can transport one passenger with the aid of an electric motor. These devices can add to Quality of Place, appeal to a larger demographic of people, and can be an alternate form of transportation when used in the right setting. However, when rented in larger volumes, dockless e-scooters can become a public nuisance when left in the wrong places and pose safety risks to riders and pedestrians when operated incorrectly and/or in the wrong locations. All proposed amendments to City Code in this Council Bill are intended to provide flexibility for administratively managing and regulating a rapidly changing industry as necessary to protect the interests of the Citizens of Springfield.

Changes to Section 106 and 98 of City Code can be summarized as follows: defines micromobility devices in a manner that can encompass similar transportation devices in the future; allows the City Traffic Engineer to administratively define restrictions for micromobility devices such as speed limits and restricted areas; allows micromobility device rental companies to be permitted under previously approved City Code sections for Bike Share which includes a cooperative agreement to define terms of operation.

Supports Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

FINANCIAL: There is no financial impact to the City.

RECOMMENDATION: Public Works recommends approval of this Council bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 68
Filed: 06-07-22

Sponsored by: Hardinger

COUNCIL BILL 2022-145 RESOLUTION _____

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to apply for State American Rescue Plan Act Water Infrastructure Community Grant Programs grant funds, in the Stormwater and Wastewater grant categories, up to $5,000,000 per project, from the Missouri Department of Natural Resources, for the purpose of partially funding stormwater and wastewater infrastructure projects.

WHEREAS, the Missouri Department of Natural Resources ("MDNR") put out a Notice of Funding Opportunity for State American Rescue Plan Act ("ARPA") Water Infrastructure Community Grant Programs, to fund in part stormwater and wastewater infrastructure projects; and

WHEREAS, the City has the opportunity to apply to MDNR for grant funds up to $5,000,000 per project, said funds appropriated to MDNR through ARPA to invest in Missouri's water infrastructure; and

WHEREAS, grant funding, if awarded, would supplement existing local funding including but not limited to the City's ¼ Cent Capital Improvement Sales Tax, Level Property Tax Funds, and Clean Water Enterprise Funds.

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

Section 1 – The City Manager, or his designee, is hereby authorized to apply for grants of up to $5,000,000, per project, to MDNR through the State ARPA Water Infrastructure Community Grant Programs, for use on stormwater and wastewater infrastructure projects.

Section 2 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-145

FILED: 06-07-22

ORIGINATING DEPARTMENTS: Public Works and Environmental Services

PURPOSE: To Authorize the City Manager, or his designee, to apply for State American Rescue Plan Act ("ARPA") Water Infrastructure Community Grant Programs grant funds up to $5,000,000, per project, from the Missouri Department of Natural Resources in the Stormwater and Wastewater ARPA Grant categories, for the purpose of partially funding stormwater and wastewater infrastructure projects.

BACKGROUND:

1. On March 11, 2021, the President of the United States signed the American Rescue Plan Act ("ARPA") of 2021 into law. ARPA will fund a multitude of efforts aimed at alleviating the COVID-19 pandemic and associated economic downturn. As part of those efforts, ARPA provided over $2.6 billion dollars to the State of Missouri for a number of uses, including funding "to make necessary investments in water, sewer, and broadband infrastructure."

2. Based on a recommendation by the Governor, the State of Missouri legislature appropriated $410 million dollars of state ARPA funds to the Department of Natural Resources in the State of Missouri fiscal year 2023 to invest in Missouri's water infrastructure through community grant programs.

3. The Department of Natural Resources is offering a competitive, reimbursement grant opportunity for communities with infrastructure affordability challenges to complete necessary drinking water, wastewater, and stormwater capital-improvement infrastructure projects as well as lead service line inventories.

4. If awarded, the ARPA Water Infrastructure Community Grant Programs grant funds will supplement the City's ¼ Cent Capital Improvement Sales Tax, Level Property Tax Funds, Clean Water Enterprise Fund, and other City funds toward stormwater and wastewater capital improvement projects.

5. The Resolution of Governing Body of Applicant to facilitate the City's ARPA application is attached hereto in its substantial form and content as "Exhibit A."

6. The Notice of Funding Opportunity for State American Rescue Plan Act Water Infrastructure Community Grant Programs is attached with details on the application process as "Exhibit B."

REMARKS: This Council Bill will authorize the City to apply for federal grant funds passing through the State of Missouri for stormwater and wastewater capital improvement projects. If grant funds are awarded, a separate council bill will be

submitted to formally accept and budget the grant funds. Public Works and Environmental Services recommends approval and passage of this Council Bill.

Submitted by:

Ron Petering, P.E.
Assistant Director of
Environmental Services

Martin Gugel, P.E.
Assistant Director of Public Works

Recommended by:

Errin Kemper, P.E.
Director of Environmental Services

Dan Smith, P.E.
Director of Public Works

Approved by:

Jason Gage
City Manager

Exhibit A

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by Springfield City Council

1. **That Jason Gage, City Manager, or his designee, is hereby authorized to execute and file an application(s) on behalf of the City of Springfield, Missouri with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.**
   _____
   _____

2. **That Jason Gage, City Manager, or his designee, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.**

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Springfield, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the City Council held on the 13th day of June 2022; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of June 2022.

_____
(signature of recording officer)

_____
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

Exhibit B

Notice of Funding Opportunity for State American Rescue Plan Act Water Infrastructure Community Grant Programs

Financial Assistance Center
Division of Environmental Quality

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Notice of Funding Opportunity for State American Rescue Plan Act
Water Infrastructure Community Grant Programs

Purpose:
This guidance document describes the Missouri Department of Natural Resources' Financial Assistance Center's (FAC) procedure for soliciting, evaluating, and awarding State of Missouri American Rescue Plan Act (ARPA) grants to eligible recipients. It provides potential applicants important information necessary to understand the state ARPA water infrastructure community grant programs.

Authority:
On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (the Act) into law (Section 602(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2). The Act will fund a multitude of efforts aimed at alleviating the COVID-19 pandemic and associated economic downturn. As part of those efforts, the ARPA provided over $2.6 billion dollars to the State of Missouri for a number of uses, including funding "to make necessary investments in water, sewer, and broadband infrastructure."

Based on a recommendation by the Governor, the state legislature appropriated $410 million dollars of state ARPA funds to the Department in state fiscal year 2023 to invest in Missouri's water infrastructure through community grant programs.

Intent:
The U.S. Department of Treasury's (Treasury) Final Rule (31 CFR Part 35[1]) (the Final Rule) states that ARPA investments in water and sewer must be necessary. Treasury considers a necessary investment in infrastructure be one that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise and (2) a cost-effective means for meeting that need, taking into account available alternatives. The Department is offering a competitive, reimbursement grant opportunity for communities with infrastructure affordability challenges to complete necessary drinking water, wastewater, and stormwater capital-improvement infrastructure projects as well as lead service line inventories.

Program Details:
The Department's FAC will administer four separate ARPA grant programs for water and sewer infrastructure. Program-specific details can be found in the appendices to this document. These grant programs and their available funding amounts are listed below.

- Drinking water infrastructure projects: $125 million
- Wastewater infrastructure projects: $125 million
- Stormwater infrastructure projects: $150 million
- Lead service line inventories: $10 million

The maximum grant award for a drinking water, wastewater, or stormwater project will be $5,000,000. The maximum grant award for a lead service line inventory project will be $200,000. For drinking water, wastewater, and lead service line inventory funding, applicants may only apply for a single project within a particular grant category, but may submit separate applications for projects in different grant categories.

[1] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

For instance, a city could apply for a wastewater grant and a lead service line inventory grant, but could not apply for two separate wastewater grants.

Additionally, the scoring criteria also prioritizes drinking water, wastewater, and stormwater projects that have a completed engineering report, facility plan, or other planning document. A professional engineer or similar professional must have reviewed and/or stamped these reports no more than three years prior to the application submission date. Older reports are acceptable if the report has been updated within the last three years and has been stamped by a professional engineer.

Local Cost Share (or "local match"):
Local cost share (or "local match"), of no less than one dollar, must be provided by the applicant for a project to be eligible for state ARPA funding. Each applicant must identify the amount of local cost share it intends to contribute to the project on the grant application. The applicant is required to provide an attestation committing local funds to the project, prior to award, with the "Assurance of Local Funds" form.

The Department will provide preference, through the awarding of additional points as described within the scoring criteria, to projects for which the applicant plans to contribute a local match greater than 1 percent.

Failure to contribute the promised local cost share may result in the Department withdrawing grant funding from a project.

Eligible Applicants:
The types of entities eligible to apply for each grant program vary by grant type. Applicants should review the eligibility lists in the appendices 1 through 4 for each grant program to ensure they are eligible to apply.

Eligible Costs:
A number of different types of projects are deemed eligible for ARPA funding under the Final Rule. The Final Rule states that all projects eligible under the State Revolving Fund (SRF) program are also eligible for ARPA funding. Following are links to the Drinking Water and Clean Water SRF Eligibility Handbooks.

EPA's Drinking Water SRF Eligibility Handbook: https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf

EPA's Clean Water SRF Eligibility Handbook: https://www.epa.gov/sites/default/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf

Applicants are strongly encouraged to review the handbooks before submitting a state ARPA grant application. Additionally, the final rule allows for several project types above and beyond those allowed by the SRF programs.

The Final Rule does place some specific restrictions on the use of ARPA funds. Specifically, an applicant cannot use ARPA funds to pay off debt service, fund judicial settlements or judgments, or replenish cash reserves. Additionally, an applicant may only use ARPA funds to pay for project costs incurred after March 03, 2021. All ARPA funds must be obligated to a project by December 31, 2024 and spent by December 31, 2026. Obligated means the applicant has entered into a signed state financial assistance agreement.

The State of Missouri will invest ARPA funds in Missouri's water infrastructure through construction grant programs for communities to address their capital infrastructure needs. Thus, certain project types allowed under the Final Rule will not be fundable through Missouri's ARPA grant programs. Generally, these not-fundable projects include projects serving individual homeowners and schools, chemical monitoring, educational programs, or projects exclusively for planning purposes that do not include construction work (with the exception of lead service line inventories). You can find specific examples of some Missouri ARPA fundable and not-fundable project types in the appendices for each grant program.

Local cost share (either cash on hand or local ARPA dollars) is required in order to submit an application for State ARPA funding. Applicants will receive priority during the scoring process based on the percent of local cost share contributed. Refer to the scoring rubrics for each funding program in appendices 1 through 4 for more information. Only cash on hand or local ARPA funds can be used as cost share for State ARPA funding. In-kind services and Federal funds* will not be accepted as cost share. Applicants will need to submit the Applicant Assurance of Local Cost Share Form with their application. Failure to commit the funds indicated on this form could result in the withdrawal of grant funding.

*The Department may consider granting an exception to allow use of Federal funds as local cost share for projects that are designed and ready to bid, and for which the federal funds have been awarded or will be within 30 days of the ARPA grant award. Such exceptions may be made at the Department's sole discretion at the time of application. Exceptions will be based on the Department's assessment of project readiness, including an estimated project schedule indicating the project completion date is prior to December 31, 2026.

Application Processing:
Applications will be accepted from May 16, 2022 to July 14, 2022. The Department will not consider applications submitted after July 14, 2022. Applicants must submit all applications through an online web portal at https://moarpa.mo.gov. The online application will include instructions throughout the form. There will not be a separate document for instructions. A sample application for each grant program for demonstration purposes only is found in the appendices. If an applicant does not have the ability to submit an online application, they may contact the Department at 573-751-1192 or at DNR.ARPA@dnr.mo.gov to discuss options.

The applicant will also be required to submit the following: Authorized Representative Form, Procurement Certification Form (not required with a lead service line inventory application), and Local Cost Share Form. The forms will be available through the online web portal and provided to applicants who do not have the ability to submit online.

Applicants are strongly encouraged to read this Notice of Funding Opportunity in its entirety, including all appendices and exhibits before completing an application.

Application scoring will begin July 15, 2022, and will conclude on or before October 12, 2022. The Department will conduct a preliminary review of all applications for completeness and will notify applicants of any missing information or documents. Failure to respond to this notification within two weeks will result in the disqualification of the application.

The Department will score applications for each of the four grant programs according to the criteria indicated for that program, found in appendices 1 through 4. The categories of scoring criteria are: affordability and financial capability, necessity of project to maintain reliable service, and engineering capability.

In the event of a tie, applicants will be evaluated first on their financial capability (excluding local cost share), then the status of their engineering report/facility plan, then on the application submission date, and finally on the size of the community.

Once scoring is complete a list of all applications and scores (including tie-breakers) will be publically posted. Applicants, successful and unsuccessful, will be listed in order according to their score. The highest scoring unsuccessful applicants will be placed on a waiting list. In the event that a successful applicant is unable to accept or complete a project, they will be bypassed and those grant funds will be made available to the applicants on the waiting list, starting with the highest scoring communities.

Though not required at the time of application, complete engineering reports, facility plans (unless exempt under 10 CSR 20-6.010(4)(B)), and stormwater planning documents must be submitted within 90 days after the submission of an application in order to be considered. Facility plans that require an anti-degradation review must have completed that process to be considered complete. Applications lacking the completed report by the deadline risk the possibility of not being considered for funding.

The Department will notify successful applicants through the online web portal shortly after the completion of the scoring period. A list of all successful applicants will be available on the online web portal.

Federal and State Requirements:
A number of federal and state laws apply to projects receiving Missouri ARPA funding through the FAC. The federal Uniform Rule at 2 CFR Part 200 applies to all ARPA funding. This includes requirements for contractor procurement, acquisition of real property, and single audit requirements, among others. In the case of capital expenditures in particular, this includes environmental and permitting laws and regulations. Uniform administrative requirements regarding procurement require applicable contract clauses required by 2 CFR 200.327, and subrecipients must follow the procurement standards in 2 CFR 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and the conditions specified in 2 CFR 200.320.

In addition to federal requirements, several state requirements also apply to projects receiving state ARPA funding, including state prevailing wages and engineering procurement requirements under §§ 8.287 – 8.291, RSMo. Lead service line work is not considered an "engineering service" according to § 327.181, RSMo, so state engineering procurement requirements will not apply to this work.

Several requirements that are common to federal contracting do not apply to ARPA projects. This includes National Environmental Protection Act (NEPA) reviews and American Iron and Steel (AIS) requirements. The Final Rule encourages the use of strong labor practices, including wages at or above prevailing wage and use of contractors without recent violations, but the Davis Bacon federal prevailing wage rates are not required for projects under $10 million in cost (ARPA grant and local cost share combined). Projects in excess of $100,000 with respect to employment of mechanics and laborers must comply with the Contract Work Hours and Safety Act (29 CFR, Part 5).

Refer to the ARPA Subrecipient Terms and Conditions and Special ARPA Terms and Conditions in the exhibits for further requirements.

Other Resources:
Applicants are strongly encouraged to review the State of Missouri ARPA Frequently Asked Questions exhibit available at https://moarpa.mo.gov/faq-contact-us/.

If applicants still have questions they can contact the Financial Assistance Center at 573-751-1192 or by email at DNR.APRA@dnr.mo.gov

Appendix 1: Drinking Water ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Water or Sewer District (if they operate a drinking water utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service
- Joint Municipal Utility Commissions

Eligible Drinking Water Project Types:

- Dam and reservoir repair and restoration projects, if the primary purpose is for drinking water supply and necessary for continued supply;
- Drinking water projects to support population growth and must be a sustainable source of drinking water over its estimated useful life;
- Broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems;
- Projects that address present or prevent future violations of health-based drinking water standards;
- Interconnecting water systems or rehabilitating existing wells in cases of natural disaster;
- Projects needed to maintain compliance with existing national primary drinking water regulations for contaminants with acute and chronic health effects;
- Projects to replace aging infrastructure;
- Treatment projects, including installation or upgrade of facilities to improve the quality of drinking water to comply with primary or secondary standards;
- Transmission and distribution projects, including installation or replacement of transmission and distribution pipes to improve water pressure to safe levels or to prevent contamination caused by leaks or breaks in the pipes;
- Source projects, including rehabilitation of public wells or development of eligible sources to replace contaminated sources;
- Storage projects, including installation or upgrade of eligible storage facilities, including finished water reservoirs, to prevent microbiological contaminants from entering a public water system; and
- System consolidation projects.
- Projects to fund private wells for residents of disbanding districts or districts no longer providing water

Ineligible Drinking Water Project Types:

- Measures to conserve and reuse water;
- Treatment projects related to point of entry;
- Creation of a new drinking water system;
- Rehabilitation of private wells and testing initiatives to identify contaminants in wells, and treatment activities and remediation strategies that address contamination in private wells;
- Lead line replacement and lead remediation, due to available lead funding through the Bipartisan Infrastructure Law;
- Water quality testing, compliance monitoring, and remediation activities in schools and other childcare facilities, as well as activities necessary to respond to a contaminant;
- Remediation activities such as replacement of faucets, internal plumbing, and fixtures in schools and childcare facilities;

- Bottled water in areas with an action level exceedance for lead in water;
- Water filtration systems for point of entry use;
- Conducting remediation, follow-up monitoring, and conducting public education and outreach about the availability of infrastructure programs, such as water testing and fixture replacement programs; and
- Drinking water development and implementation of incentive and educational programs that address and promote water conservation, source water protection, and efficiency related to infrastructure improvements.

Drinking Water Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent of households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below $42,108.75	10 points
MHI above $42,108.75	0 points
Current User Rates in project area as percentage of MHI	
User Rates ≥ 2% MHI	15 points
User Rates 1.5% to < 2%	10 points
User Rates 1% to < 1.5%	5 points
User Rates < 1% MHI	0 points
Disadvantaged (MHI ≤ 75% of state MHI, User Charge ≥ 2% of MHI, & ≤ 3,300 people)	
Disadvantaged (must meet all 3 requirements)	10 points
Not Disadvantaged	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant's system has outstanding debt for the water system	5 points
No, the applicant's water system has no outstanding debt	0 points

Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is $1 up to > 1%	0 points
PROJECT NEED	
Proposed project brings the system back into compliance or is to help comply with enforcement action	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed improvements will treat impaired source water	
Yes, improvements will directly affect source of impairment	5 points
No, improvements will not directly affect source of impairment	0 points
Project will replace/improve infrastructure that is past its useful life/significantly deteriorated	
Yes, project directly affects deteriorated/aged infrastructure	5 points
No, project does not directly affect deteriorated/aged infrastructure	0 points
Engineering Report	
Progress has been made towards finalizing an engineering report	
Engineering report is complete	5 points
Engineering report is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at https://moarpa.mo.gov. The online application will include the same questions.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

DRINKING WATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality ☐ Public Water or Sewer District ☐ Quasi-Governmental Agency
☐ Privately Owned Utility ☐ Nonprofit Organization ☐ Other: _____

NAME OF APPLICANT/CONTINUING AUTHORITY	PUBLIC WATER SUPPLY ID NO.	
TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY INDENTIFIER
MAILING ADDRESS	EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	COUNTY

2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No
b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (MOST CURRENT FOR EACH) Population: _____	POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA) MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)

UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)
CURRENT MONTHLY WATER RATE (FOR 5,000 GAL) $	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	SYSTEM OUTSTANDING DEBT $
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS ☐ Yes ☐ No		EXISTING ANNUAL DEBT SERVICE $

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

Will the proposed improvements help treat impaired source water?

☐ Yes (Please provide information below describing the impaired source water and how the project will treat it.) ☐ No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

☐ Yes (Please provide information below describing the current compliance issue.) ☐ No

Does the project address system reliability by replacement or improvement of infrastructure that is at or past its useful life and shows significant deterioration?

☐ Yes (Please provide information below describing the age and condition of the facility.) ☐ No

Is this a Design-Build Project? ☐ Yes ☐ No

5. ENGINEERING REPORT

Please check one of the following boxes

☐ An Engineering Report is complete and attached with this application.

☐ An Engineering Report has not been completed for this project.

Please enter the anticipated completion date for the Engineering Report. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

☐ Yes (attach procurement documentation and complete section) ☐ No (skip the rest of Section 6)

CONSULTING FIRM'S NAME		PROJECT CONSULTANT'S NAME	
MAILING ADDRESS		EMAIL ADDRESSS	
CITY	STATE	ZIP CODE + FOUR	DUNS NUMBER
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	

7. ESTIMATED PROJECT COST	
Date of Cost Estimate:	
Engineering (Planning and Design)	$
Engineering (Construction Phase)	$
Engineering (Inspection)	$
Land and Easements	$
Construction	$
Equipment	$
Other Costs (specify_____)	$
Contingencies (estimate 10%)	$
Total Estimated Project Costs	$
Local Cost Share*	$
ARPA Funding Request (this application only)	$

* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

8. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.

- ☐ 5.10 Treatment
- ☐ 5.11 Transmission and Distribution
- ☐ 5.12 Transmission and Distribution: Lead Remediation
- ☐ 5.13 Source
- ☐ 5.14 Storage
- ☐ 5.15 Other Water Infrastructure

OTHER PROBLEMS ADDRESSED:

9. ESTIMATED PROJECT SCHEDULE

Milestone (attach compliance schedule, if applicable)	Anticipated Date
A. Engineering Report complete	
B. Engineering Plans and Specifications complete	
C. Construction start date	
D. Initiation of operation (*date the first working component is capable of being used for its intended purpose)*	
E. Project completion date	

10. RESOLUTION OF GOVERNING BODY OF APPLICANT	
☐ Attach a completed Resolution of Governing Body of Applicant form.	
11. CERTIFICATION:	
The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
12. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

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Appendix 2: Wastewater ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Sewer or Water District (if they operate a wastewater utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service
- Joint Municipal Utility Commissions

Eligible Project Types:

- Construction, repair, or replacement of a permitted[2] centralized or decentralized wastewater treatment system that treats municipal wastewater or domestic sewage;
- Measures to reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse. Projects include, but are not limited to, the installation, replacement, or upgrade of water meters and gray water recycling. Equipment to reuse effluent (e.g., gray water, condensate, and wastewater effluent reuse systems);
- Measures to reduce the energy consumption needs for publicly owned treatment works. Projects may include, but are not limited to, the installation of energy efficient lighting, HVAC, process equipment, and electronic equipment and systems at publicly owned treatment works;
- Projects involving the reuse or recycling of wastewater, which includes the purchase and installation of treatment equipment, piping the effluent on the property of a private consumer, recharge transmission lines, injection wells, and equipment to reuse effluent;
- Measures to increase the security of publicly owned treatment works. Security measures for publicly owned treatment works might include, but are not limited to, fencing, security cameras/lighting, motion detectors, redundancy (systems and power), secure chemical and fuel storage, laboratory equipment, securing large sanitary sewers, and tamper-proof manholes;
- Allow a public or non-profit to apply for and administer the installation, repair, or replacement of private on-site/septic units. Projects include those that address groundwater contamination resulting from faulty units and those that would connect failing on-site systems to centralized wastewater treatment. The applicant could not administer the funds as a separate grant program and would be responsible for directly paying for the installation, repair, or replacement of the on-site units; and
- Domestic wastewater irrigation projects.

Ineligible Project Types:

- Implementation of a management program established under section 319 of the Clean Water Act (CWA);
- Development and implementation of a conservation and management plan under section 320 of the CWA;
- Development and implementation of watershed projects meeting the criteria set forth in section 122 of the CWA[3] ;
- Water audits and water conservation plans;
- Projects for plumbing fixture retrofits or replacement;

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[2] National Pollutant Discharge Elimination System or Missouri State Operating Permit (not Department of Health and Senior Services or local health department permit)

[3] §1274 in 33 USC. https://www.govinfo.gov/content/pkg/USCODE-2020-title33/pdf/USCODE-2020-title33.pdf (page 393).

- Development of watershed projects;
- Planning activities, such as energy audits and optimization studies;
- Planning measures related to security, excluding vulnerability assessments and contingency/emergency response plans that are part of the project development process for a construction project;
- Individual grants for work on one private septic system including the installation, repair, or replacement of unit; and
- Clean water development and implementation of incentive and educational programs that address and promote water conservation, source water protection, and efficiency related to infrastructure improvements.

Wastewater Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent of households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below $42,108.75	10 points
MHI above $42,108.75	0 points
Current User Rates in project area as percentage of MHI	
User Rates ≥ 2% MHI	15 points
User Rates 1.5% to < 2%	10 points
User Rates 1% to < 1.5%	5 points
User Rates < 1% MHI	0 points
Disadvantaged (MHI ≤ 75% of state MHI, User Charge ≥ 2% of MHI, & ≤ 3,300 people)	
Disadvantaged (must meet all 3 requirements)	10 points
Not Disadvantaged	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points

System's outstanding debt	
Yes, the applicant's system has outstanding debt for the sewer system	5 points
No, the applicant's sewer system has no outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is $1 up to > 1%	0 points
PROJECT NEED	
The project is to meet new permit conditions or bring non-compliant infrastructure into compliance	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed improvements likely to directly affect a source of waterbody impairment (TMDL/303d)	
Yes, improvements will directly affect source of impairment	5 points
No, improvements will not directly affect source of impairment	0 points
Project will replace/improve infrastructure that is past its useful life/significantly deteriorated	
Yes, project directly affects deteriorated/aged infrastructure	5 points
No, project does not directly affect deteriorated/aged infrastructure	0 points
Engineering Report	
Progress has been made towards finalizing an engineering report or one is not required for project	
Engineering report is complete/is not required for this project [10 CSR 20-6.010(4)(B)]	5 points
Engineering report is required and is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at https://moarpa.mo.gov. The online application will include the same questions.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

WASTEWATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality ☐ Public Water or Sewer District ☐ Quasi-Governmental Agency
☐ Privately Owned Utility ☐ Nonprofit Organization ☐ Other: _____

NAME OF APPLICANT/CONTINUING AUTHORITY			
TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE		SAM.GOV UNIQUE ENTITY INDENTIFIER
MAILING ADDRESS		EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	COUNTY

2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No
b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (MOST CURRENT FOR EACH) Population: _____		POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA) MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)
CURRENT MONTHLY SEWER RATE (FOR 5,000 GAL) $	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	SYSTEM OUTSTANDING DEBT $
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS ☐ Yes ☐ No		EXISTING ANNUAL DEBT SERVICE $

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

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Will the project allow a system to meet a new or existing permit limit?

☐ Yes (Please provide information below describing the permit limits.) ☐ No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

☐ Yes (Please provide information below describing the current compliance issue.) ☐ No

Is the project likely to impact a source water impairment (TMDL or 303D List)?

☐ Yes (Please provide information below describing the specific water body and how the improvements will impact it.) ☐ No

Does the project address system reliability by replacement or improvement of infrastructure that is at or past its useful life and shows significant deterioration?

☐ Yes (Please provide information below describing the age and condition of the facility.) ☐ No

Is this a Design-Build Project? ☐ Yes ☐ No

5. ENGINEERING REPORT

Please check one of the following boxes

☐ An Engineering Report is not required for this project because it meets the criteria of 10 CSR 20-6.010(4)(B).

☐ An Engineering Report is required for this project and is complete and attached with this application.

☐ An Engineering Report is required for this project and has not been completed for this project.

Please enter the anticipated completion date for the Engineering Report. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

☐ Yes (attach procurement documentation and complete section) ☐ No (skip the rest of Section 6)

CONSULTING FIRM'S NAME		PROJECT CONSULTANT'S NAME	
MAILING ADDRESS		EMAIL ADDRESSS	
CITY	STATE	ZIP CODE + FOUR	DUNS NUMBER
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	

7. FACILITY INFORMATION

DOES THE APPLICANT/CONTINUING AUTHORITY OWN ITS WASTEWATER TREATMENT FACILITY AND/OR COLLECTION SYSTEM?

☐ Yes, both.
☐ Yes, only wastewater treatment facility.
☐ Yes, only collection system (i.e., applicant is a satellite system).
☐ No. Please explain: _____

LIST ALL MISSOURI STATE OPERATING PERMIT NUMBER(S) OF WATER OR WASTEWATER FACILITIES THAT ARE OR WILL BE AFFECTED BY THIS PROJECT, INCLUDING THOSE RECEIVING WASTEWATER IF THE CONTINUING AUTHORITY IS A SATELLITE SYSTEM:

MO-	MO-	MO-
MO-	MO-	MO-

8. ESTIMATED PROJECT COST

Date of Cost Estimate:

Engineering (Planning and Design)	$
Engineering (Construction Phase)	$
Engineering (Inspection)	$
Land and Easements	$
Construction	$
Equipment	$
Other Costs (specify_____)	$
Contingencies (estimate 10%)	$
Total Estimated Project Costs	$
Local Cost Share*	$
ARPA Funding Request (this application only)	$

* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

9. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.

☐ 5.1 Centralized Wastewater Treatment
☐ 5.2 Centralized Wastewater Collection and Conveyance
☐ 5.3 Decentralized Wastewater
☐ 5.4 Combined Sewer Overflows
☐ 5.5 Other Sewer Infrastructure
☐ 5.7 Energy Conservation
☐ 5.8 Water Conservation
☐ 5.9 Nonpoint Source

OTHER PROBLEMS ADDRESSED:

10. ESTIMATED PROJECT SCHEDULE	
Milestone (attach compliance schedule, if applicable)	**Anticipated Date**
A. Antidegradation Report (any new, expanded or upgraded wastewater treatment) submitted or complete	
B. Engineering Report and Facility Plan complete	
C. Engineering Plans and Specifications complete	
D. Construction start date	
E. Initiation of operation (*date the first working component is capable of being used for its intended purpose)*	
F. Project completion date	

11. RESOLUTION OF GOVERNING BODY OF APPLICANT

☐ Attach a completed Resolution of Governing Body of Applicant form.

12. CERTIFICATION:

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

13. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

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Appendix 3: Stormwater ARPA Grant Guidance

Eligible Applicants: Only entities that manage stormwater infrastructure for a permitted MS4 or CSO system are eligible to apply for state ARPA stormwater funding.

- Incorporated Municipality
- County
- Public Sewer District

Eligible Project Types:

- Projects for Municipal Separate Storm Sewer Systems (MS4s) and Combined Sewer Overflow Systems (CSOs) to manage, reduce, treat, or recapture stormwater or subsurface drainage water for publicly and privately owned, permitted and unpermitted projects. Projects may include, but are not limited to roadside plantings, porous pavement, and rainwater harvesting;
- Projects that support stormwater system resiliency including bioretention basins that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces;
- Projects involving the reuse or recycling of stormwater;
- A broad range of stormwater infrastructure projects: such as, gray infrastructure projects (traditional pipe, storage, and treatment systems); projects that manage, reduce, treat, or recapture stormwater or subsurface drainage water, including real-time control systems for combined sewer overflow management, and sediment control; culvert infrastructure projects if they implement a nonpoint source management plan, implement National Estuary Program Comprehensive Conservation and Management Plan, or implement a stormwater management plan with the goal of providing a water quality benefit;
- Other project types are: green roofs, green streets, and green walls; rainwater harvesting collection; storage, management, and distribution systems; real-time control systems for harvested rainwater; infiltration basins; constructed wetlands, including surface flow and subsurface flow (e.g., gravel) wetlands; bioretention/bioswales (e.g., bioretention basins, tree boxes); permeable pavement; wetland, riparian, or shoreline creation, protection, and restoration; establishment or restoration of urban tree canopy; and replacement of gray infrastructure with green infrastructure including purchase and demolition costs;
- Dam removal projects and associated stream and habitat restoration projects when the removal implements either a Nonpoint Source Management Program Plan or a National Estuary Program Comprehensive Conservation and Management Plan or when the removal will provide a water quality benefit;
- Repair, replacement, or removal of culverts or other road-stream crossing infrastructure to the extent the purpose of the project is to manage stormwater;
- Road repairs and upgrades that interact directly with an eligible stormwater infrastructure project; and
- Projects to receive and distribute reclaimed water for irrigation systems or other agricultural use.

Ineligible Project Types:

- Rain barrels implemented on private property across a watershed to reduce the amount of runoff; and
- Costs for planning and design only.

Stormwater Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 5,000 or less	10 points
Population of 5,001 to 10,000	5 points
Population of 10,001 to 20,000	3 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below $42,108.75	10 points
MHI above $42,108.75	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant has outstanding debt for the stormwater system	5 points
No, The applicant's stormwater system does not have outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	10 points
Local Share is > 10% and ≤ 20%	5 points
Local Share is > 1% and ≤ 10%	3 points
Local Share is $1 up to > 1%	0 points
PROJECT NEED	
The project brings non-compliant infrastructure into compliance	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed project will likely mitigate hazardous wet-weather events to improve operations and service	
Yes, improvements will likely mitigate hazardous wet-weather events	5 points
No, improvements will not mitigate hazardous wet-weather events	0 points
Engineering Assessment	
Assessment performed by an engineer or other qualified professional with an investigation and problem statement, project scope, evaluation of alternatives, cost estimate, and map(s).	
Assessment is complete	5 points
Assessment is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at https://moarpa.mo.gov. The online application will include the same questions.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

STORMWATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality ☐ County ☐ Sewer District

NAME OF APPLICANT/CONTINUING AUTHORITY	MISSOURI OPERATING PERMIT NUMBER MO -	
TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY INDENTIFIER
MAILING ADDRESS	EMAIL ADDRESS	

CITY	STATE	ZIP CODE + FOUR	COUNTY

2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No

b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (MOST CURRENT FOR EACH) Population: _____	POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA) MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)

UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)
DOES THE APPLICANT HAVE A DEDICATED REPAYMENT SOURCE THAT CAN BE USED FOR STORMWATER PROJECTS? ☐ Yes ☐ No	SYSTEM OUTSTANDING DEBT (STORMWATER REALATED DEBT ONLY) $	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT

DOES THE APPLICANT ASSESS A FEE FOR STORMWATER SERVICE?

☐ Yes (Please describe how it is assessed.) ☐ No

IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS

☐ Yes ☐ No

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

Does the project create resiliency by mitigating hazardous wet weather events to improve operations and service?

☐ Yes (Please explain.) ☐ No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

☐ Yes (Please provide information below describing the current compliance issue.) ☐ No

Has the applicant updated their Stormwater Management Plan (SWMP) to include a description of this project?

☐ Yes ☐ No

NOTE: Stormwater management plans (SWMPs) will need to be updated to reflect the work completed as part of this project. However, applicants do not need to amend their SWMP prior to applying for a state ARPA grant and these amendments are not considered during the scoring process.

Does the project tie to one of the minimum control measures (MCM)?

☐ Yes (select one or more below)

- ☐ MCM 3: Illicit Discharge Detection and Elimination
- ☐ MCM 5: Management of Post Construction Runoff
- ☐ MCM 8: Flood Control Projects
- ☐ Other, please describe _____

☐ No

Is this a Design-Build Project? ☐ Yes ☐ No

5. ENGINEERING ASSESSMENT

Please check one of the following boxes.

Does the applicant have an assessment, performed by an engineer, with an investigation and problem statement, project scope, evaluation of alternatives, cost estimate, and map(s)?

☐ Yes, it is attached with this application.

☐ No. Please enter the anticipated completion date for the engineering assessment. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

☐ Yes (attach procurement documentation and complete section) ☐ No (skip the rest of Section 6)

CONSULTING FIRM'S NAME		PROJECT CONSULTANT'S NAME	
MAILING ADDRESS		EMAIL ADDRESSS	
CITY	STATE	ZIP CODE + FOUR	DUNS NUMBER
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	

7. ESTIMATED PROJECT COST

Date of Cost Estimate:

Engineering (Planning and Design)	$
Engineering (Construction Phase)	$
Engineering (Inspection)	$
Land and Easements	$
Construction	$
Equipment	$
Other Costs (specify_____)	$
Contingencies (estimate 10%)	$
Total Estimated Project Costs	$
Local Cost Share*	$
ARPA Funding Request (this application only)	$

*Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

8. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.

☐ 5.6 Stormwater

☐ 5.9 Nonpoint Source

OTHER PROBLEMS ADDRESSED:

9. ESTIMATED PROJECT SCHEDULE	
Milestone (attach compliance schedule, if applicable)	**Anticipated Date**
A. Engineering Assessment	
B. Engineering Plans and Specifications complete	
C. Construction start date	
D. Initiation of operation (*date the first working component is capable of being used for its intended purpose)*	
E. Project completion date	

10. RESOLUTION OF GOVERNING BODY OF APPLICANT

☐ Attach a completed Resolution of Governing Body of Applicant form.

11. CERTIFICATION:

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

12. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

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Appendix 4: Lead Service Line Inventory ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Water or Sewer District (if they operate a drinking water utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utility

Inventory Guidance and Requirements:

- All water systems must use the Service Line Inventory Spreadsheet developed by the Department, which will be provided at the time of award.
- The inventory must include all service lines connected to the public water supply distribution system regardless of ownership status (e.g., where service line ownership is shared, the inventory would include both the portion of the service line owned by the water system **and** the customer-owned portion of the service line).
- The inventory must be made available for public review. Systems over 50,000 population served shall make their inventory accessible by a website. It's recommended that systems create a map of their inventories that is able to be made available for the public to review.
- A water system must report any information on lead and galvanized iron or steel that it has identified when conducting the inventory of service lines in its distribution system for the initial inventory.
- The water system should review the following sources of information to identify service line materials for the inventory. The water system may use other sources of information not listed if approved by the state.
    - All construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system.
    - All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
    - All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
    - Any resource, information, or identification method provided or required by the state to asses service line materials.
- Each service line, or portion of the service line where ownership is split, must be categorized in the following manner:
    - "Lead" where the service line is made of lead.
    - "Galvanized Requiring Replacement" where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a ''Lead Status Unknown'' service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line. For the initial inventory, the Department advises the system to inventory any sources of lead including pigtails, goosenecks and lead service lines.
    - "Non-lead" where the service line is determined through an evidence based record, method, or technique not to be lead or galvanized requiring replacement. The water system will classify the actual material of the service line (i.e., plastic or copper) as an alternative to classifying it as "Non-lead."

- "Lead Status Unknown" where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification. The water system may classify the line as "Unknown" as an alternative to classifying it as "Lead Status Unknown", however, all requirements that apply to "Lead Status Unknown" service lines must also apply to those classified as "Unknown". Water systems may elect to provide more information regarding their unknown lines as long as the inventory clearly distinguishes unknown service lines from those where the material has been verified through records or inspection.

- Water systems must update the inventory based on all applicable sources described in these requirements and any lead service line replacements or service line material inspections that may have been conducted. The water system may use other sources of information if approved by the state. Water systems must submit the updated inventory to the state. The inventory updates must be reflected in the publicly accessible inventory when submitted to the state.
  - Water systems whose inventories contain only non-lead service lines (both the public water systems and private) are not required to provide inventory updates to the state or to the public. However, if in the future, such a water system finds "lead" within its system, it must prepare an updated inventory on a schedule established by the state.

Lead Service Line Inventory Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below $42,108.75	10 points
MHI above $42,108.75	0 points

Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant's system has outstanding debt for the water system	5 points
No, the applicant's water system has no outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is $1 up to > 1%	0 points
PROJECT NEED	
Applicant has service lines that have not been replaced since 1989	
Yes, applicant has service lines that pre-date 1989	5 points
No, applicant does not have lines that pre-date 1989	0 points
Applicant has a system in place for addressing lead service lines	
Yes, applicant has a system in place	5 points
No, applicant does not have a system in place	0 points
Applicant has had Action Level/Trigger Level Exceedances for Lead over the last 5 years	
Yes, applicant has had exceedances over last 5 years	5 points
No, applicant has not had exceedances over last 5 years	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at https://moarpa.mo.gov. The online application will include the same questions.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

LEAD SERVICE LINE INVENTORY AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality ☐ Public Water or Sewer District ☐ Privately Owned Utility
☐ Quasi-Governmental Agency ☐ Other: _____

NAME OF APPLICANT/CONTINUING AUTHORITY	PUBLIC WATER SUPPLY ID NO.	
TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY INDENTIFIER
MAILING ADDRESS	EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	COUNTY

2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

a) *Have you or an immediate family member ever served in the U.S. Armed Forces?* ☐ Yes ☐ No
b) *If yes, would you like information about military-related services in Missouri?* ☐ Yes ☐ No

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (MOST CURRENT FOR EACH) Population: _____	POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA) MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)

UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)

11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	SYSTEM OUTSTANDING DEBT $
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS ☐ Yes ☐ No	EXISTING ANNUAL DEBT SERVICE $

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

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Does the applicant already have a policy in place for dealing with lead service lines by assisting with replacements and/or providing financial assistance for replacements?

☐ Yes (Please provide information below describing the policy) ☐ No

Were some or all of the applicant's existing service lines installed prior to 1989? ☐ Yes ☐ No

Has the applicant had action level exceedances or trigger level exceedances for lead in the last 5 years? ☐ Yes ☐ No

5. ESTIMATED PROJECT COST

Date of Cost Estimate:

Inventory Cost	$
Total Estimated Project Costs	$
Local Cost Share*	$
ARPA Funding Request (this application only)	$

* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

6. RESOLUTION OF GOVERNING BODY OF APPLICANT

☐ Attach a completed Resolution of Governing Body of Applicant form.

7. CERTIFICATION:

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

8. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

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Appendix 5: The applicant will also be required to submit the following forms at the time of application: 1) Resolution of Governing Body of Applicant Form (Authorized Representative Form), 2) Procurement Certification Form (not required with a lead service line inventory application), and 3) Local Cost Share Form. The forms will be available through the online web portal and provided to applicants who do not have the ability to submit online.

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO.

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

1. **That**_____**be and he/she is hereby authorized to execute and**
(designated official)
file an application(s) on behalf of_____
(legal name of applicant)
with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.

_____
(Brief description of project(s))

_____

2. **That**_____, _____
(name of authorized official) *(Title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting_____**of the**
(title of officer)

_____**, does hereby certify: That the attached resolution is a**
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the

_____ **held on the**_____**day of**_____,_____**;**
(name of the governing body of applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this_____**day of**_____,_____.

SEAL (If applicant has an official seal, impress here.)

_____
(signature of recording officer)

_____
(title of recording officer)

Procurement of Architectural and Engineering Services with DBE Certification Form

Project Name: _____

FAC Project No.: _____

Missouri Law (Sections 8.285 to 8.291, RSMo) requires that political subdivisions of the State, such as counties, municipalities, and water or sewer districts procuring professional design and engineering services follow a qualifications based selection process.

Federal Law (2 C.F.R. Part 200 Subpart D Procurement Standards) requires that federal funding recipients must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or sub-award. The non-federal entity's documented procurement procedures must conform to the procurement standards identified in §200.317 through 200.327.

Federal Law (40 C.F.R. Part 33) requires that federal funding recipients entering into contracts to seek and encourage bids from Disadvantaged Business Enterprises (DBEs). DBEs are for-profit small businesses with at least 51 percent ownership by socially and economically disadvantaged individuals who also control management and daily business operations.

The Missouri Department of Natural Resources' Financial Assistance Center intends applicants seeking financial assistance to use this form in documenting that proper procurement of professional design and engineering services and a good faith effort to solicit DBEs for their project has occurred.

Applicants are required to certify all of the following:

- ☐ Made a good faith effort to seek the most-qualified firm for professional services, by seekinga Request for Qualifications (RFQ) from 3-5 firms (see attached example). Allow at least 30 days for the solicitation period. Check your local phone directory, search the internet, or visit www.acecmo.org/membership/acecmo-directory/ to find engineering firms.
  - ☐ **RFQ attached**
- ☐ Evaluated the proposals or qualifications and selected a firm based on professional competency, past performance, specialized experience, and other factors deemed critical for success of the project.
- ☐ Followed the DBE six good faith efforts for procurement of engineering services**.**
- ☐ Used a documented procurement procedure consistent with State, local, and tribal laws and regulations and the standards identified in 2 C.F.R. §200.317 through 200.327.

Name and Title of Authorized Representative (Please Print or Type)

_____ _____

Signature of Authorized Representative Date

Last Revised: March 17, 2022

Applicant Assurance of Local Cost Share Form
Missouri Department of Natural Resources
Financial Assistance Center
State ARPA Grant Program

The Financial Assistance Center (FAC) has indicated that applicants to the state American Rescue Plan Act (ARPA) grant program are required to provide local cost share funds to the project and will receive preference during the application scoring process based on the percent contributed. Only cash on hand and local ARPA grant dollars will be accepted as local cost share. Other state or federal grants (USDA, CDBG, SRF, etc) or private lines of credit, will not be accepted, unless approved by the Department at the time of application. Applicants will need to indicate the amount of cost share that they are allocating to their proposed state ARPA project. Failure to provide the cost share indicated on this form toward the project will result in the withdrawal of state ARPA grant funds.

Please indicate what kind of local funds the applicant intends to contribute to the project. Check all that apply and complete the table as appropriate.

☐ Cash On-Hand

	Applicant's Information	Example
Name of Account		Water Fund
Current Account Balance	$	$750,000
Amount of Funds Allocated to Local Cost Share	$	**$250,000**

☐ Local ARPA grant funds

	Applicant's Information	Example
Name of Account		ARPA Grant Account
1st Tranche of Funding	$	$20,000
2nd Tranche of Funding (received or anticipated)	$	$20,000
Amount of Funds Allocated to Local Cost Share	$	**$36,000**

Total Amount of Local Cost Share (sum of the two tables above): $_____ Example: **$286,000**

_____ _____

Signature (Authorized Representative) Legal Name of Applicant

_____

Date

Appendix 6: Document Submittal Checklist

ARPA Document Submittal Checklist		
CHECKLIST	**SUBMITTAL TIMELINE**	
	WITH APPLICATION	**AFTER SCORING and PRIOR TO AWARD**
Application	X	
Resolution for Authorized Representative	X	
Facility Plan (if needed)	X (if completed)	
Applicant Assurance of Local Funds	X	
Certificate Regarding Debarment and Suspension Form		X
Business Entity Certification / E-Verify MOU		X
Affidavit of Work Authorization / Business Entity Certification from applicant		X
Intermunicipal Agreement (if applicable)		X-if two cities are connecting
Procurement and A/E Agreement		
---Request for Qualifications	X	
---Procurement Certification Form	X	
---Engineer's Business Entity / E-Verify MOU		X
---Engineer's Affidavit of Work Authorization		X
---AE Contract Agreement-Planning		X
---AE Contract Agreement-Design		X
---AE Contract Agreement-Construction		X
---Certificate Regarding Debarment and Suspension Form		X
Applicant Assurance of Acquisition with Respect to the Uniform Relocation Act		X
Construction Permit Application & Fee		X
Plans and Specifications (If applicable)		
---Contract 1		X
---Contract 2		X
Bid Documents		
---Affidavit of Publication		X
---Bid Tab		X
---Bid Form		X
---Recommendation of award		X
---Addenda and bidders acknowledgement		X
---MBE/WBE Utilization Form		X
---Bid Bond		X
---Affidavit of Work Authorization from Contractor		X
---Contractor's Business Entity / E-Verify MOU		
---Domestic Products Procurement Act Certification		X
Executed Construction Contract		X
Notice to Proceed		X
Affidavit of Compliance with the Prevailing Wage Law (before final payment)		X
Statement of Work Complete		X

Additional Exhibits

Exhibit 1: ARPA Subrecipient Terms and Conditions

Exhibit 2: Missouri ARPA Water Infrastructure Special Terms and Conditions

Exhibit 3: Frequently Asked Questions (FAQ) (https://moarpa.mo.gov/faq-contact-us/)

EXHIBIT 1

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: _____ ("Grantee") understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on [END DATE NO LATER THAN 12/31/26]. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than [END DATE NO LATER THAN 12/31/24].

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.[1]

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee's participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee's participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.[2]

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[1] For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

[2] For subrecipients, the State's right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that "the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.[3]

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

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access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

[3] For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq*.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq*.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq*.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding $250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

i. a member of Congress or a representative of a committee of Congress;

ii. an Inspector General;

iii. the Government Accountability Office;

iv. a Treasury employee responsible for contract or grant oversight or management;

v. an authorized official of the Department of Justice or other law enforcement agency;

vi. a court or grand jury;

vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.[4]

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

[4] Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d* et seq.*, as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.[5]

Date:

Signature of Grantee's Authorized Representative

_____

Printed Name of Authorized Representative

************THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS************

III. This grant to _____ ("Grantee") constitutes a subaward[6] of federal financial assistance[7] provided to the State of Missouri ("State") by the U.S. Department of

[5] Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

[6] "Subaward" is defined at 2 C.F.R. § 200.1.

[7] "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient[8] and the State is a pass-through entity[9] for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): _____.
- Subrecipient's unique entity identifier: _____.
- Federal Award Identification Number (FAIN): _____.
- Federal Award Date of award to the recipient by the Federal agency: _____.
- Subaward Period of Performance Start and End Date: _____.
- Subaward Budget Period Start and End Date: _____.
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: _____.
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: _____.
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: _____.
- Federal award project description: ARPA appropriated $195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than $2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

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[8] "Subrecipient" is defined at 2 C.F.R. § 200.1.

[9] "Pass-through entity" is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.

- Name of pass-through entity: State of Missouri.

- Contact information for awarding official of pass-through entity:
    - Name: _____.
    - Phone Number: _____.
    - Email Address: _____.

- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): _____.

- Identification of whether the award is R & D: _____.

- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: _____.

IV. For grants exceeding $100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.[10]

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**[11]

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id*. at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id*. at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction

[10] Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

[11] 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id*. *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id*. This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq*. With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

Exhibit 2

Special Terms and Conditions for Subrecipient
Missouri ARPA Water Infrastructure Community Grant Program
Grant Award Number:
Entity Name:

The following are special terms and conditions in addition to the federal terms and conditions for subrecipients.

I. Administrative Terms

1. **Method of Payment**. The recipient will be reimbursed by the Missouri Department of Natural Resources for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required per the financial assistance agreement. The form must be completed with the Department payment request amount and local cost share detailed. Payment requests must provide a breakdown of project expenses by contract line item. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the budget period end date unless a budget time period extension has been granted by the Department prior to the budget period end date.

    a. The recipient agrees to submit the reimbursement form along with supporting documentation no more frequently than monthly. The Department will reimburse eligible invoices proportionally to the grants percentage of the total project cost. The recipient shall be responsible for local cost share funds to pay all remaining eligible invoice amounts. In addition, the recipient is responsible for paying any ineligible costs and costs that exceed the grant award amount listed on the Financial Assistance Agreement.

    b. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief 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 financial assistance agreement. 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.

    c. The Department will not reimburse expenses under any contracts until the Department has reviewed and approved said contracts. The Uniform Act requires applicable contract clauses required by 2 CFR 200.327, and subrecipients must follow the procurement standards in 2 CFR 200.318 through 200.327, including ensuring that the procurement methods used for the contracts are appropriate.

d. The recipient should submit documentation through the online web portal at: https://moarpa.mo.gov.

2. **Local Cost Share Funding:** Failure by the applicant to provide 100% of the local cost share that it committed to contribute to the project, as identified in the financial assistance agreement, may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required local cost share may also result in other enforcement remedies as stated in the federal rules found in 2 CRF Part 200 Subpart D, "Post Federal Award Requirements".

3. **Changes in Budget, Scope of Work, or Period of Performance**: The following is a non-exhaustive listing of when a recipient must request approval from the Department, in writing, to amend project budgets, scope of work, or period of performance:

   a. For any budget revision, which would result in the need for additional funds. The request must include an acceptable justification for the increase, such as materials cost increase.

   b. When contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award

   c. To extend the budget or payment periods listed in the financial assistance agreement. For these extensions, the recipient must notify the Department in writing. The request must include justification for the extension request, and a revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement.

4. **Disputes**: The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the Division Director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

5. **Termination**:

   a. Termination for Cause: The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to

terminations with cause and may provide information and documentation challenging the termination.

b. Termination for Convenience: Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

c. Financial Assistance Agreements are not transferable to any person or entity.

d. Department and recipient remain responsible for compliance with all closeout requirements.

6. **Enforcement; Remedies for Noncompliance**: If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

   a. Suspend or terminate, in whole or part, the current agreement;

   b. Disallow all or part of the cost of the activity or action not in compliance;

   c. Temporarily withhold cash payments pending the recipient's correction of the deficiency;

   d. Withhold further awards from the recipient;

   e. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or

   f. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

7. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

8. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

9. The recipient agrees that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee

shall not prohibit or otherwise limit DNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform American Rescue Plan Act (ARPA) funded construction oversight is not eligible for reimbursement under Missouri's State ARPA program.

2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Department project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the Department project manager with an amended schedule and an explanation for the changes.

3. In accordance with 34.057 RSMo., the recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).

4. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.

5. Generally Accepted Accounting Principles. The recipient shall maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

III. Preaward

Costs incurred prior to the signing of the grant award may be reimbursed under specific circumstances.

a. The costs must fall within all general eligibility requirements that are applicable to costs incurred after grant award. This includes state and federal procurement requirements for engineering expenses.

b. Costs must be preapproved by the Department and must have been incurred after March 03, 2021.

c. Costs must be consistent with 2 CFR 200.458

Exhibit 3

Missouri Department of Natural Resources
Community Water, Wastewater, Stormwater, and Lead Service Line Inventory Grant Programs
State of Missouri American Rescue Plan Act (ARPA)
Frequently Asked Questions

I thought I applied for state ARPA grants in fall 2021. What did I respond to if that was not an application?

From October 20 – November 30, 2021, the Department invited communities to submit project descriptions and costs as part of a Request for Information (RFI) survey[1]. This was not a grant application. The Department used that survey information to describe the statewide need for water infrastructure grants. Based on the survey submissions, the demand for grant funding was approximately 10 times the amount recommended by the Governor.

When can I apply? How long will the application period be open?

The Department will accept applications from May 16, 2022 to July 14, 2022.

How will I know if I submitted a complete application?

The online application portal will not allow an entity to submit an application if all required fields are not populated.

Who are eligible applicants?

Each state ARPA grant program has a specific list of eligible applicants. Each funding program has a unique list of eligible applicants, found in the appendices of the Notice of Funding Opportunity and summarized below.

Eligible applicants for Lead Service Line Inventories, Drinking Water ARPA Grants and Wastewater ARPA Grants are: Incorporated Municipalities, Public Water or Sewer Districts (if they operate a drinking water utility), Quasi-Governmental Agencies (e.g., irrigation, telephone, oil, gas, water, and electric companies), and Joint Municipal Utility Commissions. Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service are also eligible to apply for Drinking Water ARPA Grants and Wastewater ARPA Grants.

Eligible Applicants for Stormwater ARPA Grants are Incorporated Municipalities, Counties, and Public Sewer Districts.

Businesses, individuals, or households are not eligible to apply for the water infrastructure grant programs.

What are eligible project types?

[1] https://dnr.mo.gov/communications/news/department-natural-resources-seeks-information-water-infrastructure-funding-needs

Generally, capital infrastructure construction projects are eligible for the state ARPA grant programs, especially if they are eligible for the State Revolving Fund program, with the exception of the lead service line inventory projects. Please see the Notice of Funding Opportunity document for a detailed list of eligible and ineligible project types by grant program.

Is an applicant eligible for grant funding to connect another system if their treatment works is at or above the facility's design capacity?

No, an applicant must be able to document that their system has unused capacity that is sufficient to accept the additional flow from the facility or facilities to be connected, and must also be meeting permit effluent limits.

Will a community score higher for ARPA water grants if they are currently on the State Revolving Fund Intended Use Plan?

No, the state ARPA grant programs are separate from the Clean Water or Drinking Water State Revolving Funds and their associated Project Priority Lists and Intended Use Plans. A community does not need to be on the Intended Use Plan to be eligible for ARPA water grants.

Who will score the applications?

The Department will select a team of current employees, including both project managers and engineers, with experience in reviewing capital improvement projects in the fields of drinking water, wastewater, and stormwater.

How will the Department score projects?

The Department's team will score applications using the factors listed in the appendices of the Notice of Funding Opportunity document. The Department anticipates the scoring process to take up to 3 months to complete, depending on the number of applications submitted. Application scoring will begin July 15, 2022, and is expected to conclude on or before October 12, 2022.

What factors are included in the scoring sheet?

Factors include assessing affordability and financial capability, necessity of project to maintain reliable service, and engineering capability. Complete details, including factor weighting, are contained in appendices 1 through 4.

How will the census data for my project's scoring be selected?

The project area is defined as the geographic area impacted by and/or benefiting from the applicant's project within:

(a) An incorporated municipality's political boundary for non-entitlement communities or
(b) One or multiple census tracts for public water or sewer districts, counties, quasi-governmental agencies (e.g., irrigation, telephone, oil, gas, water, and electric companies), privately owned utilities, non-profit organizations, or entitlement communities. If multiple census tracts are impacted or benefit from the project, the Department will sum or average the census data as appropriate.

Non-entitlement units of local government, defined in section 603(g)(5) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, are local governments typically serving populations of less than 50,000.

Missouri's metropolitan cities/entitlement communities are Blue Springs, Cape Girardeau city, Columbia, Florissant, Independence, Jefferson City, Joplin, Kansas City, Lee's Summit, O'Fallon, Springfield, St. Joseph, St. Louis, St. Charles city, and St. Peters city.[2]

Is a local match or cost share required?

Yes, local cost share is required to be provided in order to be eligible for state funds. The preferred cost share sources are the applicant's local ARPA allocation funds or cash on hand. The higher percent of local cost share provided will earn additional points in the scoring process, which makes that project more competitive (see scoring sheet for additional information). Each applicant will be required to submit a certification, the Assurance of Local Funds form, committing those local funds to the project at the time of application. If selected for funding, that applicant will be required to provide that exact cost share as part of the grant agreement.

For example: City ABC received $200,000 in local ARPA funds. However, a needed wastewater project costs $3 million. City ABC could apply for a state ARPA grant in the amount of $2,800,000 with an Assurance of Local Funds in the amount of $200,000 from local ARPA grant money.

Are in-kind services or force account work (e.g., work by the city's own staff with our own equipment) allowed as part of our local cost share?

No. Applicants must have cash-on-hand or local ARPA funds to offer as their local cost share, not in-kind services.

The Department does not consider Federal funds*, such as State Revolving Fund loans, U.S. Department of Agriculture – Rural Development loans and Community Development Block Grants an appropriate local cost share source for ARPA grants because the cumbersome federal requirements associated with these programs will slow project progress, and will jeopardize the ability of the applicant to meet the very aggressive federal ARPA deadlines.

*The Department may consider granting an exception to allow use of Federal funds as local cost share for projects that are designed and ready to bid, and for which the federal funds have been awarded or will be within 30 days. Such exceptions may be made at the Department's sole discretion at the time of application. Exceptions will be based on the Department's assessment of project readiness, including an estimated project schedule indicating the project completion date is prior to December 31, 2026.

Will the Department give priority to communities that utilize their local ARPA allocation funding as local cost share for the state ARPA grant programs versus cash on hand?

No. Local ARPA money and cash on hand will receive the same weighting in the scoring process.

[2] https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf

What data will the Department use for assessing affordability and financial capability?

The Department utilizes the most current publicly available 5-year American Community Survey (ACS) data gathered by the U.S. Census Bureau because it is periodically updated, publicly available on the Census Bureau website (www.census.gov/programs-surveys/acs/), and is the most comprehensive source.

Does my project need to be shovel-ready to apply or be competitive?

No, a project does not need to be "shovel-ready" to be eligible to apply. However, an applicant *will* need to be confident it and its contractors are able to meet the aggressive timelines outlined in ARPA (funds must be obligated to a project by December 31, 2024 and spent by December 31, 2026). The Department's ARPA grant scoring provides additional points for project readiness (having a completed engineering report).

Is an engineering report, facility plan, or other document required?

No. However, additional prioritization points are available for projects with an engineering report or facility plan (if required). Wastewater projects must follow the design guidelines outlined in 10 CSR 20-8.110[3] and drinking water projects must follow the Minimum Design Standards for Missouri Community Water Systems[4]. For most wastewater or drinking water improvements, an engineering report or facility plan is usually required, unless the project is a:

- wastewater improvement that is exempt per 10 CSR 20-6.010(4)(B)[5],
- the drinking water project is a meter-only replacement project, or
- the project is a lead service line inventory project.

Stormwater projects must have documentation of an investigation and problem statement, project scope statement, benefit evaluation, cost estimate, and map(s) of the project area to receive additional prioritization points.

Can an applicant apply for a state ARPA grant if the proposed project does not have a completed engineering report or facility plan?

Yes. If the Department selects a project without an engineering report for grant funding, and the project scores well enough to be assigned funding, the applicant will be required to submit an acceptable engineering report or facility plan no later than October 12, 2022. If a wastewater project requires an anti-degradation review, the applicant must request that review and submit the analysis with the report or plan no later than October 12, 2022. The Department does not need to have approved the report or plan by that date.

Can I apply for a state ARPA grant to complete an engineering report, facility plan, capital improvement plan, integrated plan, or other planning activity besides a lead service line inventory?

No, the state ARPA grant programs are for capital improvements related to the construction and security of drinking water, wastewater, and stormwater systems. In addition, projects involving operation and maintenance are not allowable. The only planning activity allowed is for the lead service line inventory program.

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[3] https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-8.pdf, page 3

[4] https://dnr.mo.gov/document-search/minimum-design-standards-missouri-community-water-systems-pub2489

[5] https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-6.pdf, page 4

How old can an engineering report or facility plan be and still be valid?

The Department generally accepts an engineering report or facility plan that is less than 3 years since its last update. If the costs are no longer accurate or different alternatives are considered, an update will be required. A community and their consultant would need to document any changes in a revised report or plan. For engineering reports or facility plans older than 3 years old, the Department may require updates. An update would be necessary if a report or plan does not address regulations implemented after its initial drafting.

For example: If a community completed a facility plan in July 2019, that plan would be acceptable. However, it would likely need a cost update due to recent increases in professional services and construction materials.

What is the ARPA procurement process for professional services (e.g., engineering)?

Engineering procurement will need to follow local, state, and federal requirements. Applicants must procure engineering services in accordance with state statutes found at Sections 8.285 through 8.291, RSMo. and federal rules found in 2 CRF Part 200 Subpart D[6]. Procurement of engineering services must be task-specific, which means procurement for general engineering services is not eligible.

As applicants could be in various stages of planning and design, not all will need to do a new request for qualifications (RFQs). If the RFQ for a facility plan included design and construction oversite services as part of the scope, then the applicant would not need an additional RFQ. If the RFQ was only for the development of a facility plan or engineering report, then an applicant should complete a new RFQ for design and construction oversight services. This would also apply to applicants who moved on from the engineering firm who completed their facility plan or engineering report. Applicants who have already procured design and construction oversight services with an appropriate qualification based selection (QBS) method would not need to do a new RFQ.

Does an applicant have to post an RFQ publically or may they directly solicit?

An applicant must publically advertise an RFQ[7]. Be sure to announce broadly to include disadvantaged (e.g., minor and women-owed) business enterprises in the solicitation.

What happens if an applicant did not properly procure?

There are two options. Option one; an applicant would need to re-procure per the proper procedure. The Department can provide an RFQ template and guidance, but cannot advice or participate in the process. Option two; an applicant may use its own funding (not state or local ARPA grants or local cost share obligated as part of the project) to pay for engineering services and not ask for reimbursement.

Can an applicant use the consultant they have on retainer?

No, an applicant cannot use a consultant they have on retainer, and instead must go through a new procurement process. After proper soliciting and scoring the RFQ submittals, the

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[6] https://revisor.mo.gov/main/OneChapter.aspx?chapter=8 (state) & https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf (federal)

[7] 2 C.F.R. §200.320(b)2(i), https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.320

applicant may chose the consultant who was previously on retainer if they meet the needs outlined in the RFQ, are the most qualified, etc.

Can an applicant ask a consultant they are familiar with to help them draft the RFQ?

Yes, but that consultant may not submit a response to the RFQ.

Does the applicant need to complete engineering services procurement prior to applying for a state ARPA grant?

No, the applicant does not need to procure prior to application submittal. Applicants may choose to procure services after notification of selection for a state ARPA grant. However, the Department will require applicants who have completed procurement prior to application to provide a certification of proper procurement along with any required supporting documents at the time of state ARPA grant application.

Will the Department be reviewing and approving contracts for the ARPA-funded program?

The Department will review contracts (e.g., engineering, construction) to determine eligible project costs and compliance with program requirements. The State of Missouri will only reimburse costs based on approved contracts.

Does ARPA allow for design-build or design-bid-build delivery methods?

Federal grant rules allow design-bid-build delivery methods. Fixed price design-build contracts appear to also meet the requirements contained in 2 CRF Part 200 Subpart D[8]. The Department currently has an inquiry into U.S. Treasury to determine if progressive design-build would be allowable.

What happens if the cost of the project increases between the time of application and grant award?

The Department will only award the state ARPA grant based on the amount requested on the application up to the cap or grant monies available. Should the cost of the project increase in the interim, the applicant will be responsible for that increased cost. For this reason, the Department encourages applicants to review their engineering reports and facility plans to ensure that costs are up-to-date and any necessary contingencies are addressed in order to prevent situations like this.

Can an applicant increase their contingency from the customary 10% to 20%?

No. Contingency will remain at 10%. The Department encourages applicants to have up-to-date cost proposals that take into account the current professional services and construction markets.

Can a community apply for a State Revolving Fund (SRF) low-interest loan or a Small Borrower Loan to fund the gap between a state ARPA grant allocation and total project cost?

No. The Department recommends not comingling other funding sources (e.g., SRF, U.S. Department of Agriculture - Rural Development, Community Development Block Grant,

[8] https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf

etc.) with ARPA grants. Recipients must expend ARPA funds in a relatively short timeframe, and ARPA has fewer requirements in order to encourage economic stimulation. Pairing ARPA funding with another state or federal funding program would add all the requirements from that other funding source to the ARPA grants, likely resulting in increased steps, protracted timelines, and additional coordination among agencies. The added requirements of other state or federal funding programs could cause project delays that jeopardize a project's ability to meet ARPA's aggressive funding deadlines; December 31, 2024 to obligate funds, and December 31 2026 to spend all funding.

Can a community take out a private line of credit/loan or Certificate of Participation (COP) to provide local cost-share for an APRA grant?

No, since ARPA is to help communities that may not be able to afford their project through other means.

How will a grant cap work if the Department is looking to avoid comingling other funding sources with state ARPA grants?

The maximum grant award for a drinking water, wastewater, or stormwater project will be $5,000,000. The maximum grant award for a lead service line inventory project will be $200,000. The Department researched current planning, design, and construction costs as well as analyzed data from the 2021 RFI to determine a grant cap for each of the state ARPA programs. A significant amount of projects would fall under each grant cap. For those projects that do not, the Department recommends looking at phasing a project, establishing tiers of priority related to specific project components, and/or funding the remainder through local funds such as cash on hand and local ARPA allocations.

For example: The state ARPA grant cap is $5 million for the wastewater program, of which approximately 75% of applicants and their projects would be under that amount per the RFI. Should a community have a $6 million project, they may request the max $5 million state ARPA grant while offering $1 million in cost share funds in the form of their local ARPA allocation. If that same community does not have funds above the grant cap, they would need to phase or reduce the project based on priority components to fit within the grant allowances.

Can a community submit an application for multiple projects?

For drinking water, wastewater, and lead service line programs, communities can only submit one application for each individual program. However, they can submit applications for multiple programs. For instance a city could submit an application for a drinking water project and a separate application for a wastewater project, but could not submit two applications for wastewater projects. It is possible that a community could receive multiple grants.

The Department encourages applicants with multiple projects in one category to submit only the project with the highest priority or review the scoring rubric prior to submittal to self-assess the competitiveness of each application and submit the one they assess to be most competitive. If the applicant does submit multiple applications for one category, the Department will reach out to the applicant prior to scoring to determine which project is the

priority or if the applicant wishes to consolidate their projects into a single application up to the maximum grant amount.

What requirements must an applicant comply with regarding wages?

Recipients are encouraged to use strong labor standards on projects under $10 million that utilize ARPA funding (state or local). For those ARPA projects with total costs more than $10 million, the Final Rule requires applicants to pay Davis Bacon Federal Prevailing Wage Rates. State prevailing wage rate requirements apply to all public works projects over $75,000.

Do the National Environmental Protection Act (NEPA), American Iron and Steel (AIS), and Build America, Buy American Act (BABAA) requirements apply to state ARPA grant funds?

No, these are not required as part of ARPA grants. Grant recipients will be required to follow the terms and conditions of the award, which includes compliance with 2 CRF Part 200[9] and other applicable federal, state, and local laws and regulations[10].

How will the Department notify applicants of their status?

The Department will notify all applicants, successful and unsuccessful, in writing after completing the scoring process. The highest scoring unsuccessful applicants will be placed on a waiting list. If successful applicants fail to make adequate progress toward completing their project, their grant funds may be withdrawn and awarded to an applicant on the waiting list. This process is called bypass. Waiting list applicants will receive available bypass funding according to their application's score.

If approved, will an applicant receive the entire approved state ARPA grant funding upfront?

No, applicants will request reimbursement of expenses incurred through a request for reimbursement process.

Can an applicant request reimbursement for costs incurred prior to state ARPA grant awards?

Costs incurred prior to notice of a grant award may only be reimbursed if they are consistent with 2 CFR. 200.458. There are a number of requirements that will apply to these projects that will be provided to awardees once selected. No costs incurred prior to March 3, 2021 may be reimbursed.

If my community took out an interim loan to pay for planning or design of the proposed ARPA project, can we seek reimbursement for those expenses?

As stated in the previous answer, the Department recommends applicants be cautious about expenses incurred prior to the state ARPA grant award. The Department may reimburse eligible expenses incurred after March 3, 2021 consistent with 2 CFR 200.458.

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[9] Uniform Grant Requirements: https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf

[10] Final ARPA Rule: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf, page 4374 & 4431

If an applicant needs to phase a project using other funding sources such as SRF, how is that approached?

An applicant may want or need to phase a project in order to be under the state ARPA grant cap or for other reasons. The ARPA phase of a project would need to be at the point of construction contract award in order to be considered as separate from a planning or subsequent phase. However, phasing a project is not always possible. If construction phases overlap, the funding agencies may consider the two phases to be one; and therefore, the requirements from both funding sources would apply to both phases.

For example: If an applicant received state ARPA grant funding for Phase 1 that entails a drinking water plant improvement, the Department would consider that project completed when the applicant has submitted and the Department concurred with all the proper closeout certification forms. The Department could then award an SRF low-interest loan/grant package for Phase 2 to address distribution system improvements. The SRF requirements would not transfer to the Phase 1 project funded through ARPA.

What happens if an applicant is not responsive to a request for information within a reasonable time or cannot complete project milestones by the designated dates?

The Department may bypass a higher ranked project that could not be reasonably awarded grant funding by December 31, 2024, and/or completed construction by December 31, 2026, for the next lower ranked project that will meet those timeframes.

Regarding stormwater projects, does the applicant need to apply for a permit modification or change their Stormwater Management Plan (SWMP)?

The stormwater grant program is for those permitted Municipal Separate Storm Sewer (MS4) and Combined Sewer Overflow (CSO) communities that have capital improvement needs related to stormwater and not CSO separation projects. An MS4 applicant would not need to request a permit modification to capture the proposed project, but it would need to be part of the community's SWMP. If the project is not part of the SWMP, then an update would be needed within 6 months of grant award.

Who is responsible for completing the project upon grant award?

Upon grant award, the applicant is responsible for completing the project. If the applicant does not complete the project but has received grant funds for a portion of the work, the applicant must repay, to the Department, any funds disbursed.

After construction is complete, who is responsible for what has been constructed?

The applicant is responsible for any grant-funded related infrastructure.

If my project ranks low, what other funding is available?

Outside of the state ARPA grant programs, funding in the form of low-interest loans paired with grants are available through the Department's Clean Water and Drinking Water State Revolving Funds including potentially new programs and increased funding from the Infrastructure Investment and Jobs Act, otherwise known as the Bipartisan Infrastructure Law (BIL). Additionally, the U.S. Department of Agriculture's Rural Development offers low-interest loans and both they and Missouri Department of Economic Development's Community Development Block Grant offer grant programs.

If you have additional questions, contact the Department's Financial Assistance Center available online at https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center, call 800-361-4827 or 573-751-1192, or email fac@dnr.mo.gov.

Nothing in this document may be used to implement any enforcement action or levy any penalty unless promulgated by rule under chapter 536 or authorized by statute.

For more information

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176
800-361-4827 or 573-751-1192
573-751-9396 fax
https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center

One rdg. X
P. Hrngs. _____
Pgs. 5
Filed: 06-07-22

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-146 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept an Epidemiology and Laboratory Capacity Community Health Worker Initiative grant from the Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of $365,420 for use by the Springfield-Greene County Health Department, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2021-2022 budget in the amount of $365,420 for the purpose of appropriating the additional grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the Springfield-Greene County Health Department ("SGCHD"), with the assistance of contracted services and contract employees, has engaged with more than 70,000 positive COVID-19 cases, contacted over 37,000 potential COVID-19 exposures, and processed more than 30,000 COVID-19 tests for potentially infectious individuals since March of 2020; and

WHEREAS, these efforts have been essential in minimizing the spread of COVID-19 and effectively communicating information to city, county, and community leaders, as well as the general public; and

WHEREAS, the City has the opportunity, through SGCHD, to accept an Epidemiology and Laboratory Capacity ("ELC") Community Health Worker Initiative grant from the Federal Department of Health and Human Services ("DHHS") / Centers for Disease Control and Prevention ("CDC") through Missouri Department of Health and Senior Services ("MDHSS") to continue to support local COVID-19 response efforts; and

WHEREAS, the ELC Community Health Worker Initiative funding will be used by the SGCHD to continue these communication and educational efforts, as well as identify underserved populations and match them with Community Health Workers to assist with

education, surveillance, referrals to programs and resources in an effort to mitigate COVID-19, as well as to help control risk factors for severe disease.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept Epidemiology and Laboratory Capacity Community Health Worker Initiative grant funds in the amount of $365,420 from Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through Missouri Department of Health and Senior Services, and to execute contracts, on forms approved by the City Attorney, necessary to carry out the intent of the grant.

Section 2 – The budget of the Springfield-Greene County Health Department for Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 082, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A”.

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

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

Section 5 – City Council hereby finds and declares this Ordinance relates to grant monies from a state or federal agency and, pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-146

FILED 06-07-22

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept an Epidemiology and Laboratory Capacity Community Health Worker Initiative grant from the Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through Missouri Department of Health and Senior Services, in the amount of $365,420 for use by the Springfield-Greene County Health Department, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2021-2022 budget in the amount of $365,420 for the purpose of appropriating the additional grant funds, and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD"), with the assistance of contracted services and contract employees, has engaged with more than 70,000 positive COVID-19 cases, contacted over 37,000 potential COVID-19 exposures, and processed more than 30,000 COVID-19 tests for potentially infectious individuals since March 2020. These efforts have been essential in minimizing the spread of COVID-19 and effectively communicating information to city, county, and community leaders, as well as the general public.

The Community Health Worker Initiative funding will be used by the SGCHD to continue these communication and educational efforts, as well as identify underserved populations and match them with Community Health Workers to assist with education, surveillance, referrals to programs and resources in an effort to mitigate COVID-19, as well as help control risk factors for severe disease.

Previous Epidemiology and Laboratory Capacity ("ELC") grants were accepted by Council on in 11.20.20 (Ordinance No. 27429) in the amount of $71,500 and amended on 5.3.21 with an additional amount of $55,000 (Ordinance No. 27494) for ELC Coronavirus Aid, Relief, and Economic Security Act funds; and on 3.21.22 (Ordinance No. 27668) in the amount of $1,400,359 for ELC Enhancing Detection Expansion.

This budget adjustment accepts the increase in funds and budgets the amount of $365,420 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

Recommended by:

Katie Towns, Director of Health

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
082

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	406010			$ 365,420	Epidemiology & Laboratory Capacity (ELC) Community Health Worker Initiative (CHW)
Net Revenue Adjustment						$ 365,420	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	504580			$ 365,420	Epidemiology & Laboratory Capacity (ELC) Community Health Worker Initiative (CHW)
Net Expenditure Adjustment						$ 365,420	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant funds from the Department of Health & Human Services/Centers for Disease Control & Prevention to assist with identifying underserved populations Community Health Workers with education, surveillance, referrals to programs and resources in as effort to mitigate COVID-19 and help control risk factors for severe disease.

Requested By:

06-07-2022
Department Head Date

Approved By:

06-07-2022
Director of Finance Date

06-07-2022
City Manager Date

Authorization:

Council Bill No. 2022-146
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg._____
P. Hrngs. _____
Pgs. 8
Filed: 06-07-22

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-147 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., for the purpose of promoting the attraction of sporting events to the community.

_____

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, a portion of the Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax; and

WHEREAS, the portion of City's collection fee budgeted for the Commission in Fiscal Year 2022-2023 is $108,021.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 147

FILED: 06-07-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $108,021 to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Sports Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Sports Commission in Fiscal Year 2021-2022 was $80,171 and the amount budgeted for Fiscal Year 2022-2023 is $108,021.

Entering into an agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of twelve perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University, the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), the Springfield Cardinals, and the Missouri Sports Hall of Fame, and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2022	TERMINATION DATE June 30, 2023	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Greater Springfield Area Sports Commission, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 2022, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor.".

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached hereto as ***Exhibit 1***, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM**. The term of this Agreement shall be from July 1, 2022, to June 30, 2023, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in ***Exhibit 1,*** which is incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in ***Exhibit 1***.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2022, and shall be completed in a timely manner.

10. **PAYMENT**. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City, with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and

records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **ATTORNEY FEES.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include twelve (12) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; Evangel University; the Springfield Cardinals, and the Missouri Sports Hall of Fame. The at- large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Director of Finance or Acting Director

APPROVED AS TO FORM

_____

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISION, INC.

By:_____

Name & Title:_____

Attest:

_____

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____

City Manager or designee

Exhibit 1

Scope of Services
Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2022-2023 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff such sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg._____
P. Hrngs. _____
Pgs. 43
Filed: 06-07-22

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-148 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to promote economic growth by promoting attractions and increasing overnight travel; and

WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City; and

WHEREAS, these funds are dispersed to SCVB in exchange for their marketing of the City as a desirable destination for travel and tourism.

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

Section 1 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-148

FILED: 06-07-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc., in the amount of $4,199,300, for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the Marketing Plan ("Exhibit 1") and SCVB's Proposed Budget ("Exhibit 2") for Fiscal Year 2022-2023.

SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

The SCVB's total Fiscal Year 2022-2023 budget is $4,199,300, of which $3,275,500 is budgeted to come from the hotel/motel gross receipts tax; $491,000 from the private sector for advertising; $365,000 from the Division of Tourism through a Cooperative Marketing Program; and $67,800 from interest earnings and other miscellaneous sources.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2022-2023 Budget and Marketing Plan.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2022	TERMINATION DATE June 30, 2023	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Springfield Convention & Visitors Bureau, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT made and entered into this_____day of_____, 2022, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2022-2023 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2022, to June 30, 2023, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as ***Exhibit 1*** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in ***Exhibit 1.***

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2022; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. A payroll bank account will be maintained containing approximately $75,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed $10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished, as necessary, on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget ***(Exhibit 2).***

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the Proposed Budget attached hereto and incorporated herein by reference as ***Exhibit 2.*** Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget

changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

B. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not

caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

C. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit 1

2022/2023 Marketing Plan

2021/2022 Marketing Plan **1**
About the Convention & Visitors Bureau 2
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Branding 7
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Regionalism & Partnership 11
Market Research 12
Intercept Marketing 13
Digital Marketing 14
Advertising Campaigns & Cooperative Marketing 16
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Trade Shows and Special Projects 22
Event Services 23
Training 25
Staff & Volunteers 25
Hospitality Industry & Advertisers 27
Administrative 27
Future Marketing Efforts 30

About the Convention & Visitors Bureau

The Bureau Is…

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 15 civic and business leaders
- Supported by a full-time staff of 18, part-time staff of one and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the Chamber of Commerce's hospitality arm. The Bureau was incorporated independently as a not-for-profit corporation under the State of Missouri laws in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore, and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of life's simple pleasures.

Core Values

The CVB promotes being collaborative, visionary, loyal, and inclusive in all we do. We uphold integrity as we operate with a sense of trust and accountability.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street, Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration
Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Administration
Pamela Girardot, Administrative Marketing Assistant
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Barbara Bartels, Visitor Services Associate
Jennifer Daniels, Visitor Services Associate

Marketing
Megan Buchbinder, Director of Marketing
Steve Ross, Assistant Director of Marketing
Susan Wade, Public Relations Manager
Madison Yohn, Content Coordinator
Jane Rips, Partner Development Manager
Hayden Ferguson, Digital Marketing Specialist

Group Sales
Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, CTIS, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee
Joe Wadkins, Chair - DoubleTree by Hilton Springfield
Martina Sally, Vice Chair - MSRG Real Estate Group
Bill Hobbs, Treasurer - Elliott Lodging
Laura Head Elliott, Assistant Treasurer - Bass Pro Shops
Amy Austin, Past Chair

Board Members
Joselyn Baldner - Central Bank of the Ozarks
Brad Beattie - Springfield Cardinals
Bob Belote - Springfield-Greene County Park Board
Shelley Copeland - Holiday Inn Express & Suites - Medical District
Missy Handyside - Oasis Hotel & Convention Center
Callie Linville - City Utilities
Matt Morrow - Springfield Area Chamber of Commerce
Collin Quigley - City of Springfield
Nancy Riggs - Penmac Staffing Services
Tim Rosenbury - City of Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2022/2023 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or significant projects included or planned for the 2022/2023 fiscal year are listed below.

- The staff will develop an effective marketing program for group business and leisure travel to maintain room demand following a record year in hotel occupancy.

- Eligibility for stimulus programs through the American Recovery Plan Act (ARPA) will be determined and if eligible, the CVB board will apply. If possible, the CVB will partner with the city and/or county to use a portion of their ARPA funds to help fund capital investment in indoor sports facilities.

- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website, digital experiences, social media, digital marketing and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center, and other area attractions.

- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism's Marketing Matching Grants program to leverage the CVB's advertising dollars.

- The CVB will continue to invest financial and staff resources into producing branded marketing campaigns for the leisure, convention, and sports markets in partnership with advertising agency Madden Media as well as utilizing in-house strategy deployment.

- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots, and conducting ongoing staff sensitivity and diversity training.

- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals, the Missouri Division of Tourism, and others will be continued and expanded. The Ozarks Mountain Partnership, an area partnership with Herschend Family Entertainment and the Branson CVB will continue and grow under the umbrella of the Ozark Mountains.

- With the anticipated expansion of the Bass Pro Shops "Grandaddy" complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department

will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.

- The use of online advertising, streaming video and audio content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor and Hopper, will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.

- Local, regional, and national public relations will continue as a high priority to supplement the CVB's advertising efforts. These efforts will be complemented with familiarization tours with travel writers, bloggers, and other media as needed.

- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION public relations software to the fullest extent by providing press release distribution, maintaining media contacts, and monitoring clippings.

- The CVB will build on the local popularity of the recent branding efforts by using logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.

- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Alliance to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.

- The CVB will work with the city and other partners to identify convention and/or sports facilities that could be funded though an increase in the hotel tax and the addition of short-term rentals to facilities responsible for collecting and remitting the hotel tax.

- Tourism attractions and businesses in Greene, Christian, and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.

- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in 2023 with a focus on the travel industry and CVB marketing efforts.

- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online or through focus groups.

- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess Springfield's overnight travel performance.

- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.

- The CVB will work with hotel partners to develop and execute a local convention cooperative marketing campaign targeting meeting planners.

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.

- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- The CVB will continue to operate a visitor information center at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be updated to include interactive displays and other improvements. The CVB will also look at other possible locations for additional visitor intercept points, such as Bass Pro Shops.

- The CVB will maintain accreditation through Destinations International’s Accreditation Program. In addition, all staff will be encouraged or required to obtain certification in their field of expertise.

- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and CMS platforms, replacing equipment on a rotating basis, and utilizing industry-specific marketing and administrative software where appropriate.

- The CVB board and staff will work closely with SearchWide, a national executive recruitment firm, to hire a new president/CEO and have a seamless transition.

- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come. While the general framework has remained the same, elements of the brand have been refreshed in 2022 to reflect the current marketing direction.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom, and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Welcoming		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous

The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo, and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least $400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional, and national media.
- Organize and expand the photo and video library for use on the website, by journalists, and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as the Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff and the MDT Road Show. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff, and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Work with the public relations staff at Bass Pro Shops and Wonders of Wildlife to establish, build and strengthen the relationship to generate interest in the facilities from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows or have a representative attend on our behalf to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Host the Annual Salute to Travel & Tourism Awards Banquet with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.
- Produce and edit content for CVB News, a monthly newsletter-style blog distributed to local media, the travel industry, and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.

- Increase efforts to inform the area travel industry, media, and state/local officials and their staff on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists, and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked, or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons, and Visitors Guide.
- Develop a public relations strategy for introducing the new CEO to the community once the position has been filled.
- Seek opportunities to reach out to the transient individuals in our community, traveling nurses, students, etc., to educate them on the area.
- Host a constituent event that will serve as a more educational session on the CVB and ways in which local businesses can utitlize the resources available through the CVB to help their businesses.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism to provide more promotion of Missouri and protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues affecting tourism, including the Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Alliance, and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY24 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Day for Tourism with Missouri Travel Alliance and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is and does and why it is important.

- Conduct CVB orientations for new city council members, county commissioners, and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.
- Present an annual "State of the Industry" press event to inform the community about key priorities of the travel industry, recent successes, and how they can assist in the future development of tourism resources. This should happen during National Travel & Tourism Week.
- Involve the CVB's Governmental Relations Committee in local and statewide advocacy efforts for travel and tourism-related initiatives.

Objective F:
Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business, and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.
- Work with partners to improve the CVB's efforts in diversity, equity and inclusion.

Objective G:
Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB's position on each issue.
- Where appropriate, encourage the city, chamber, and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for the production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:
Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least $200,000 in revenue. Produce the following collateral pieces:

- 2023 Springfield Guide (approx. 100k quantity) by December 1, 2022. The 2023 guide will continue to be designed as an 8.5" x 11" magazine-style book developed in partnership with 417 Magazine. The guide will include listing grids, display ads, editorial, and coupons for attractions, restaurants, retail, and lodging facilities. In an effort to be more of an all-encompassing guide to Springfield, content themes will be expanded to include other types of businesses within Springfield that might appeal to local and regional audiences. The guide will be distributed by

mail to visitor inquiries, in local and state information centers, local businesses, and convention/event attendees.
- Guide inserts are available for partners to purchase and are included with the mailing of the guide to visitors who inquire.
- The Ozarks Tap & Pour Craft Beverage Tour promoting the region's breweries, wineries, and distilleries and the Ozarks Coffee Trail promoting the area's coffee shops will both include print collateral pieces. This program is available online but will include a tagalong printed promotional piece that will be made available in area food and drink establishments and other retail locations. These pieces will include the stops on the tour and various advertisers. The tours will still need to be completed digitally using a smartphone to check in at participating locations.

Objective B:
Generate at least $100,000 in revenue through the CVB website and other advertising sales.
- Obtain advertising commitments for website enhanced listings, links, coupons and sponsored content.
- Obtain advertising commitments for social media and email marketing content.
- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:
Conduct an annual internal brand audit to ensure brand standards are met across the CVB's marketing mix.
- Review all print, digital, and broadcast marketing materials to ensure logo usage, color palette, and font treatments are consistent.
- Review marketing content to ensure alignment with the organization's mission, vision, and standards of diversity and inclusion.
- Update the Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnership

Objective A:
Develop relationships with area and state travel industry peers to explore partnership opportunities.
- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing, and other partnership opportunities and implement as appropriate.
- Attend the Governor's Conference on Tourism and Missouri Association of Convention & Visitors Bureau's annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective B:
Encourage attraction and destination marketing organization partnerships.

- Be an active participant in the Ozark Mountain Partnership, a marketing collaboration between the Springfield CVB, Branson CVB and Silver Dollar City with a mission to promote the Ozarks region.
- Develop a landing page in partnership with this group that will feed into SpringfieldMO.org to promote our part in the region.
- Craft and create a branded campaign for spring, fall and the holidays promoting tourism in the Ozark Mountains and featuring partnership members.
- Plan and determine funding in the fallfor a 2023 campaign.
- Identify additional partners if appropriate.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:
Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Brand Effectiveness Study for the 2021/22 advertising campaign.
- Utilize traveler intelligence software data to make informed decisions on marketing and media placements.
- Implement a research dashboard on our website to showcase the latest research findings for the CVB's partners to access.
- Utilize travel research libraries available through Destinations International, USTA, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs, and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine the estimated economic impact of groups meeting in Springfield.
- Use USTA's Travel and Tourism Economic Impact Calculator to estimate increases or decreases in Springfield's economy because of the addition of significant traffic generators, economic downturns, etc.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce, and other local partners on research projects, as appropriate.

Objective B:
Obtain the Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Add or subtract participating properties as appropriate.
- Collect and report monthly and year-to-date statistics.

Objective C:
Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly, and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly "pipeline" reports showing prospective new hotels.

Objective D:
Obtain appropriate AirDNA reports and assess the impact of short-term rentals on Springfield's travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:
Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic, and other website statistics.
- Using information gathered in the Brand Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide the development of new marketing campaigns.

Objective F:
Conduct research in FY23 and every two years thereafter of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Design the survey instrument and select recipients.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations, and Strategic Plan.

Objective G:
Continue to update and use dashboards to create and distribute real-time reporting for the board, senior staff, stakeholders, and other constituents.

- Update the Simpleview Dashboard as appropriate.
- Update the research dashboard as appropriate.
- Post links to the dashboards in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations or those traveling Route 66 to encourage incremental travel to Springfield. Volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups, and greeting visitors at the information centers.

Objective A:
Assist and provide Springfield area information to travelers at both CVB information centers.

- Integrate new technology and displays in the Route 66 Visitor Center to enhance visitor awareness and experience.
- Develop resources to assist visitors with unique accessibility needs.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Hire two additional part-time workers to oversee the Airport Information Center during peak times and for expanded weekend hours at the Route 66 Visitor Center. Utilize volunteers to support paid staff at both centers.
- Continue selling souvenirs with CVB and Route 66 branding. Work with partners to feature and sell local products in the Route 66 Visitor Center.

Objective B:
Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners, and visitor centers throughout Springfield, southwest Missouri, state visitor centers, and key cities in bordering states.
- Subject to available budget, utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis, and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets through Springfieldmo.org and at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.
- Research opportunities for virtual and interactive information centers strategically placed around the city.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation, and the CVB's website, blog, and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. A redesign to the CVB website that was finalized in February 2021 has enhanced the visitor experience and continues to give area businesses and attractions exposure in a more content-driven way.

Objective A:
Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1.2 million visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully responsive design for the CVB website, including utilizing the brand standards.
- Continue working with Simpleview to maintain the newly redesigned website for SpringfieldMO.org.
- Stay engaged in emerging website trends and apply them to the site when appropriate.

- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date, and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in the Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current URLs to use in advertising campaigns to track individual advertising responses to the website.
- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via the Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, virtual tours, and/or video options.
- Continue to discuss and recommend additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on the blog, coupons, itineraries, partner listings, and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses, the wedding industry and volunteer recruitment.
- Utilize third-party website developers to assist in the implementation of website projects and ideas throughout the year.

Objective B:

Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute a bi-weekly (at minimum) email campaign.
- Develop remarketing funnels through the CVB's email marketing communication tool, AutoPilot, to maximize the messaging to our own database.
- Distribute events and niche market promotions as appropriate.

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, to obtain large amounts of multipurpose content (i.e., articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Promote original content through a cross-platform approach to reach more potential visitors.
- Work with guest bloggers to develop new content for the blog, diversifying our voice and audience.
- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports, and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website, and on YouTube and Vimeo.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.

- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:
Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield, and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining goals to provide a clear return on investment.
- Continue developing a solid brand for the CVB industry blog and social channels (formerly Issues & Info, now CVB News) and continue using the platform to share tourism-related issues important to the community, CVB projects, and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Increase following to over 140,000 for Facebook, 17,000 for Twitter, and 35,000 for Instagram. For Pinterest, a goal of 200,000 monthly views has been set.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and Expedia, and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events, and tourism-related issues on all social channels.
- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield, and inform them about all that Springfield has to offer while they are in the city.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention, and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets is focused on trade show participation and direct sales.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY23, the CVB plans to apply for the maximum amount for our designated category. The category is set at $365,000 from the Marketing Matching Grant Program and provides funds for up to 50% of the total cost of the approved project. Each submitted project is graded by evaluators and projects are assigned a pass/fail grade.

If awarded the funds, the CVB plans to conduct a more than $1 million multi-channel media advertising campaign with MDT, Bass Pro Shops/Wonders of Wildlife, and the Springfield Cardinals. These partners allow the CVB to stretch advertising dollars for the CVB and its partners, providing a stronger impact on

tourism advertising than the CVB could make alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement, and strategy for all digital advertising for the CVB.

The CVB will continue recruiting diverse talent to showcase in marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns. “Life’s Simple Pleasures” was identified as the brand essence. During FY21 and moving forward into FY22, the messaging for campaigns will morph from this statement to a message focused on the local culture and spirit of Springfield. This is not a complete departure from “Life’s Simple Pleasures” but more of a graduation to the next phase of the campaign. The campaign slogan “Ask a Local” uses plays on words to encourage visitors to ask locals about their favorite places to eat, drink and play in the region.

Leisure Advertising

Objective A;

Develop and execute a special consumer-focused campaign designed to maintain the marketshare we gained during FY21’s record year.

- Work with area hotels to offer booking specials for multi-day visitors and display more area information in lobbies and various areas of the hotels.
- Develop itineraries to help visitors navigate the region based on interests
- Create organic content focused on locals’ advice and guides to experience the region that will run in tandem with paid content.
- Look into new and emerging technologies to embed into the website to assist the user in the decision-making process, i.e. virtual tours
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Objective B:

Generate at least 40,000 tourist inquiries and more than 1.2 million website visitor sessions through consumer market advertising efforts.

- Develop a multi-channel marketing campaign to include traditional and new media that includes print, digital, broadcast, out of home, streaming, etc.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans through the CVB’s partnership with the Springfield Cardinals.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content and email marketing.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.

- Incorporate tourism attractions and businesses in Greene, Christian, and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism's Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective C:
Develop partnerships to assist with CVB advertising efforts, generating at least $790,000 from partners.

- Generate $160,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate $300,000 in advertising sales and partnerships with local attractions, restaurants, hotels, and retail shops.
- Apply for $330,000 in the Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective D:
Investigate the potential for a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Work with the airport, advertising agency, and other partners, as appropriate, to create an advertising campaign.
- Implement the program and track results.

Objective E:
Consider partnership with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other international marketing opportunities available through partnerships and participate, where appropriate.

Objective F:
Continue to be an active member of the Ozarks Mountain Partnership, a marketing cooperative program between parties in the region who believe in marketing the Ozarks to the visiting populations.

- Set aside budget dollars during the planning process to be dedicated to these marketing campaigns
- Meet regularly with the partnership and stay engaged with initiatives that are brought upon by the group.

Convention/Sports Advertising

Objective A:
Build awareness of Springfield as a convention and sporting event destination by placing at least $25,000 in advertising.

- Develop a media plan targeting the meeting, convention and sports markets.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Develop new video and photography assets the sales teams can use to promote the area.
- Submit advertising creative to publications and websites for the meeting, convention and sports markets, including a mechanism for tracking responses.

Group Sales

Market Segments

The 2022/2023 group room night booking goal is 63,000. To count toward the group room night goal, the Sales Department must generate the sales lead. The goal is on business booked but not consumed during the fiscal year.

State Association Market
This market includes Missouri-based associations. It focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Professionals, Missouri Travel Council, Missouri Division of Tourism, and assisting with legislative activities as directed.

Regional and National Association Market
This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial, and business.

Sports Market
Springfield is a top location for amateur sporting events due to its central location, affordability, and abundance of sporting venues. New and improved sports venues are under development.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission (managed by the CVB) and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase the visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams. It will continue to do so in 2023. In 2020, the CVB sales staff began assisting with Sports Commission membership sales.

SMERF (Social, Military, Education, Religious, Fraternal)
This market continues to be strong for Springfield because of the city's location and area attractions. Attendees typically pay for their expenses to events in this market and often take vacation time to attend. Because of Springfield's central location, affordability, community atmosphere, and proximity to Branson, Springfield is a niche market for SMERF. The Assemblies of God National Headquarters in Springfield provides the community with numerous meetings and overnight travel. Local colleges and universities assist in bringing education-related associations to Springfield.

Group Tour and F.I.T. Market
Branson continues to rank as one of the top group tour destinations. This market's efforts have increased due to Wonders of Wildlife and Bass Pro developments.

Government Market
This market includes group business generated by the state or federal government. Many state government events occur at Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market
Most corporate meetings are booked directly with local hotels; however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will emphasize this market segment.

Conservation, Wildlife, Outdoor and Similar Groups
The CVB has focused on this market for several years and will continue to emphasize conservation-related groups because of Wonders of Wildlife, Bass Pro, and future developments.

Group Sales Efforts

Objective A:
Through efforts initiated by the CVB group sales staff, book 30,000 room nights from the meetings and conventions market during FY22.
Action Plans:

- Research and solicit meetings, conventions, and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, and RCMA.
- Attend industry trade shows as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 22 for a list of trade shows and projects).
- Utilize MINT database subscription services to generate new leads.
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of prospecting accounts and determine action steps on what it will take to bring these groups to Springfield. Create a seven-step action list with a completion date.
- Host quarterly Group SGF meetings with hotel and venue sales representatives.
- Conduct an in-person familiarization tour to showcase Springfield.
- Conduct in-person and virtual site visits as needed.
- Refresh meeting planner email templates as needed.
- Update the meetings section of the website as needed.
- Continue to use SendSites electronic bid proposal services.
- Work with attractions on hosting complimentary site visits (in-person or virtual) for convention planners and package deals for convention attendees.
- Recognize Global Meetings Industry Day with an activity. Utilize social media to showcase the importance of the meetings and conventions sectors of the tourism industry.
- Use LinkedIn as a solicitation tool by updating content weekly, posting industry articles, and staying active on the social media platform.

Objective B:
Continue promoting Incentives+ through December 31, 2022, to generate bookings during shoulder dates of November through February.

- Offer financial incentives to qualified groups.
- Offer ways to conduct virtual/hybrid meetings and events.
- Promote the digital version of the Meeting Planners' Guide and postcards.
- Conduct a local sales blitz using the Chamber of Commerce, "417 Magazine," "Springfield Business Journal," universities, and influencers to encourage booking meetings in Springfield.
- With hotel partners, conduct a sales blitz in Jefferson City.
- Offer virtual site visits and conduct in-person site visits for qualified convention and event planners.

Objective C:

Book 29,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain memberships in industry related organizations, such as Sports ETA.
- Attend industry trade shows outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Utilize the CVB's SCOUT subscription, a destination and event matchmaking platform, to generate new leads.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and other events to ensure success and future bookings.
- Continue soliciting emerging sports (i.e., pickleball, esports, and target sports).
-
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Monitor the return of group business and increase the number of group rooms as a percentage of total rooms compared to non-pandemic years.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Utilize STR's Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging delegates to book inside the block; offer financial incentives as appropriate.
- Consider the ROI when offering a group incentive based on existing booked groups during that time, budget, etc.
- Work with hotel and facility partners to provide financial incentives to single-property pieces of business.
- With the Springfield Hotel Lodging Association, identify annual events that produce a large number of room nights.
- Utilize the "Meet in Missouri" legislation to attract out-of-state conventions and work with the Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend travel-related events as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 22 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or similar events to promote Springfield and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Promote virtual site visits.
- Partner with Branson on group travel events and familiarization tours.
- Identify and retain existing group tours.
- Work with tour operators on new COVID-19 mitigation practices and keep them abreast of related ordinances in Springfield.
- Work with local attractions to encourage group tour travel.

Trade Shows and Special Projects

Event	Location	Date
Missouri Event Summit (MSAE, SGMP, MO Travel Council)	Jefferson City	August 2022
MU Conference Planning Office- Presentation	Columbia	August 2022
Sports Commission Mini Golf Tournament	Springfield	September 2022
Small Market Meetings	Wichita	October 2022
Missouri Society of Association Executives-Funfest	Jefferson City	October 2022
Sports ETA - 4S Summit	Sarasota	October 2022
TEAMS	Oklahoma City	October 2022
Connect Faith	Little Rock	October 2022
Connect Southeast (in conjunction with Faith)	Little Rock	October 2022
Society of Government Meeting Planners Extravaganza	Jefferson City	November 2022
Missouri Society of Association Executives Holiday Party	Jefferson City	December 2022
American Bus Association	Detroit	January 2023
RCMA - Emerge	Chattanooga	January 2023
Connect Midwest	Peoria	January 2023
Missouri Natural Resources Conference	Lake of the Ozarks	February 2023
Travel South Domestic	Huntsville, AL	February 2023
Christian Meetings & Conventions Association	TBD	Spring 2023
Missouri Travel Alliance	TBD	April 2023
Sports Commission Big Shots Golf Challenge	Springfield	April/May 2023
Kansas City Chapter of Meeting Planner's Intl.	Kansas City	April 2023
Convention Planner Familiarization Tour	Springfield	May 2023
Military Reunion Network	TBD	Summer 2023
SGMP National Education Conference	TBD	May 2023
Sports ETA	Kansas City	May 2023
Client Night at Hammons Field	Springfield	June 2023
Sports Commission Awards	Springfield	June 2023
Sports ETA Chief Executive Summit	TBD	TBD 2023
eSports Business Summit	Las Vegas	TBD 2023
eSports Travel Summit	TBD	TBD 2023
Heartland Travel Showcase	TBD	February 2023

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, shuttle service, centralized housing, and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and hotels.

Objective A:

Exceed the expectations of meeting planners by providing exceptional event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions, and restaurants to notify partners of upcoming large conventions and events so they can adequately staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Assist groups with resources when requesting virtual and hybrid meetings.
- Utilize the CVB's social media channels (i.e., Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link and encouraging convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and other promotional tools in advance to groups arriving in Springfield.
- Continue utilizing the online meeting planning toolkit and update and add resources as they become available, such as green initiatives, corporate social responsibility, and speakers' bureau.
- Promote attractions to convention and event attendees through the SGF VIP Pass.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers before peak convention/event months.
- Offer a local professional speakers' bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions, and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in the Event Services Professionals Association.

Objective B:

Provide housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups
- Host informational meetings about Meetingmax for reservation managers and sales managers for upcoming groups as required.
- Utilize Meetingmax pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will survey all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Create and distribute surveys to all meeting planners one day following the event's conclusion.
- Review surveys annually and adjust to increase the response rate.
- Track responses and report results to appropriate facilities.

Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or plan to pursue the Certified Destination Management Executive designation through Destinations International.

Objective A:
Continue increasing staff and volunteer knowledge by making learning opportunities available.

- Identify software training needs for staff and utilize classes offered at area colleges and universities, the Springfield-Greene County Library District and online courses through LinkedIn Learning.
- Participate in the City of Springfield's Life Save program to ensure that a minimum of 75% of the staff is CPR certified and trained on the AED use.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism, and other industry organizations.
- Provide sales training for the group sales staff, partner development manager, and marketing sales coordinator.
- Conduct a CVB orientation for new staff, board, City Council, County Commission, and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
    - Send four staff members to the Governor's Conference on Tourism.
    - Staff will attend the annual Missouri Division of Tourism Roadshow and promote attendance among partners and community leaders.
    - Send two people to the Destinations International annual convention.
    - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
    - Send one person to the Simpleview Users Conference.
    - Send one person through Leadership Springfield.
    - Send one person to the Destinations International Convention Sales Summit.
    - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
    - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
    - The marketing director and the director of finance and administration will begin classes to obtain Certified Destination Management Executive status from Destinations International.
    - Sales managers will continue coursework to maintain Hospitality Sales and Marketing Association International Hospitality Sales Executive Certification, Certified Travel Industry Specialist, and Convention Industry Council Certified Meeting Planner designation.
    - The Sports Sales Manager will maintain the Sports ETA Certified Sports Event Executive Certification.
- Determine and address training needs for other staff members as needed.

Objective B:
Identify and provide appropriate management and skills training for management.

- Determine training needs and address them as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group as needed.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and, after approval by the president, utilize them as mentors.

Objective C:
Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone inquiries.
- Maintain manuals for the information center desks with a staff directory, phone instructions, standard operating procedures, and other relevant information.
- Conduct refresher training for employees as needed.
- Part-time airport center staff will cross train at the Route 66 Visitor Center.

Objective D:
Increase staff and partner knowledge and use of the Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are using the capabilities of the system to the fullest and most efficient extent.
- Utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update the online calendar of events, sign up for advertising and sponsorship packages, and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing the Connect SGF extranet.
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:
Secure and train an adequate number of volunteers to assist at information centers, convention, and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals.
- Secure a pool of qualified and capable volunteers through referrals and local volunteer sites.
- Provide training for volunteers.
- Obtain coordinated logo-branded clothing for volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via email communications.

Objective F:
Take a proactive approach in diversity, equity and inclusion training and awareness by providing opportunities throughout the year for staff and volunteers.

- Become a Certified Autism Center by having at least 80% of staff complete the International Board of Credentialing and Continuing Education Standards Certified Autism Travel program.

- Continue training on diversity, equity and inclusion through the Missouri State University Office of Diversity and Inclusion and utilizing other diversity experts.
    - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
    - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce, and the city in developing diversity and inclusion training for management and frontline staff in the hospitality and retail industries.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. We will encourage them to utilize CVB resources such as the visitor centers, social media, market research and CVB News. A training program will be developed for CVB advertisers, encouraging them to take advantage of member benefits and better promote their businesses to travelers through CVB marketing efforts.

Objective A:
Develop a plan for educating CVB partners about the benefits of membership.

- Send a welcome email to new partners to introduce the CVB staff, explain partner benefits, and the directions for logging in to Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Administrative

Objective A:
Maintain accreditation through Destinations International by submitting the required annual reports each December.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:
Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2022 Simpleview Users Conference.
- Consider whether to continue use of the Gmail integration, Destination Dashboard, and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve officewide efficiency.
- Determine appropriate enhancements and improvements to incorporate into the CRM.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue upgrading the CRM as appropriate and attend the 2023 Simpleview Conference.

Objective C:
Work with the city and appropriate private developers to advance the possibilities of a convention center and tournament-grade sports facilities in Springfield.

- Once identified, determine a referendum date to ask voters to increase the hotel tax to fund the project(s).
- As part of the referendum, change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the hotel tax.
- Obtain the support of the Springfield Hotel Lodging Association.
- Determine how to extend the two and one-half percent tax passed in 1998 that expires in 2027.
- Continue to pursue American Rescue Plan Act (ARPA) funds from the city, county, and state to:
    - construct up to six additional basketball courts at The Fieldhouse;
    - turf and light eight additional soccer fields and make other improvements to Cooper Soccer Complex;
    - turf and make other improvements to the Killian and Cooper softball and baseball fields;
    - construct a 6,200-seat arena at the Ozark Empire Fairgrounds;
    - construct the Chadwick Flyer Trail between Springfield and Ozark, and;
    - make improvements at the Expo Center, including the addition of a kitchen.
- Work with interested developers to create a public/private partnership and to identify the project(s) to be funded.
- Consider the development of a Tourism Business Improvement District (TBID) If needed and appropriate.
- Obtain support for the project(s) from the Springfield Hotel Lodging Association.
- Depending on the project(s) identified and whether the Expo Center is part of a project, determine Atrium Hotels' role in the management of the Expo Center.
- Identify competing cities with convention centers and indoor sports complexes and consider hosting appropriate Springfield community leaders for on-site visits to those cities.

Objective D:
The CVB and Sports Commission will work with the city, county, Springfield-Greene County Park Board and other organizations to implement recommendations contained in the Huddle Up Group report on long-term goals for sports facility construction, sports marketing, sporting events development and funding for the Sports Commission.

- If efforts to fund facilities with ARPA funds are unsuccessful, the CVB and the Sports Commission will work with the city, county, and others to determine how to finance the improvement of existing facilities and the development of new facilities.
- If possible, include funding for the Sports Commission in the financing mechanism.

Objective E:
Advance the need for a convention center and/or tournament-grade indoor sports facility through participation in the city's long-range planning process (Forward SGF).

- Encourage board members to be involved in the process.
- Actively participate in appropriate focus groups.
- Ensure the development of a convention center and/or tournament-grade indoor sports facility is included in recommendations.

Objective F:
Develop a Long-Range Strategic Plan.

- Research and obtain a qualified facilitator for a board of directors' retreat.

- Work with the facilitator to identify current and future issues to be addressed in the Strategic Plan.
- Distribute the Strategic Plan to stakeholders and as appropriate.

Objective G:

Maintain Destination Springfield as a 501(c)3 organization to accept tax-deductible contributions for the CVB and/or the Sports Commission.

- Work with a CPA firm to establish the proper protocol for reporting tax-deductible contributions.
- Work with a CPA to determine whether cooperative advertising and other revenue could be considered tax-deductible by using Destination Springfield.

Objective H:

With board approval, investigate financial assistance through the American Rescue Plan Act and other current and future grant opportunities to fund major promotional or capital campaigns.

- Determine CVB eligibility for the different programs in the American Rescue Plan Act.
- Monitor city, county, and state grant opportunities offered as a result of American Rescue Plan Act funding.
- Research other current and future grant opportunities and apply as appropriate.

Objective I:

Work with the board of directors, SearchWide, and CVB management team to ensure a smooth transition in CVB leadership.

- Delegate responsibilities to department heads as appropriate prior to December 1.
- Have all major executive projects completed or on track for completion by mid-December.
- The Search Committee and SearchWide will identify finalists for the position of president/CEO, make a selection, and establish a start date of January 1, 2023 or before.
- If desired and appropriate, retain the current president/CEO to assist in the transition after January 1, 2023.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2022/2023 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for convention and sports facilities and continue to work with Forward SGF, the city and other organizations to identify needed convention and sports facilities.
- If not completed in FY23, the CVB will continue to work with the city and other partners to identify a project or projects that could be funded by an increase in the hotel tax and the addition of short-term rentals to facilities required to collect and remit the hotel tax.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.
- Host the Midwest Travel Journalists Association Conference.

Collateral Production/Advertising Sales

- Continue seeking advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion, and distribution of additional publications, including an attractions pass, a dining guide, a coffee guide, an online calendar of events and others.

Market Research

- Continue to utilize the Voyage+ Platform by Madden Media, a visitor intelligence platform to stay informed of who our visitors are, what they like to do when they visit and how long they stay.
- A mix of secondary and primary research will be used to better understand traveler sentiment on Springfield and on the future of travel.
- Additional surveys, such as creative focus groups, a PR effectiveness study, social media influence, and convention/sports satisfaction surveys, will be considered in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary and regional attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- Additional photo and video assets will be created to update our asset library.

Intercept, Digital, and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.)
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners, and leisure visitors about new attractions and facilities in Springfield.
- Remodel the downtown information center and install digital displays to promote area attractions and events.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “Springfield Daily Citizen,” “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities, and other local organizations with interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor and indoor events where appropriate.
- Virtual Information Centers will be researched that could be placed at key area locations to allow visitors to speak with a live staff person utilizing Webcams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Springfield Guides, maps, and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic, and other groups for leisure and group sales.

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to bringconvention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- Add additional sales staff to the Sports Commission as new and upgraded venues open.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Conduct sales blitzes in designated cities with a targeted client list, including cities where the CVB is advertising.
- Host an industry trade show or marketplaces such as Miltary Reunion Network, Southeast Tourism Society Domestic Showcase, or SPORTS.
- Attend additional trade shows such as IMEX, ASAE and others.
- Continue to investigate esports as a potential market segment.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- Implement a new version of the "Discover SGF" hospitality training course outlined in previous years' marketing plans. This program will be designed for partners, staff, volunteers, and frontline industry workers.
- Training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- The CVB will maintain accreditation through Destinations International's Destination Marketing Accreditation Program.
- The CVB will continue to upgrade and maintain equipment, hardware, and software to the most current versions and standards by following a technology plan.

Exhibit 2

Springfield Convention and Visitors Bureau

2022/2023 Budget - Proposed Revenue

Account Description	Account	2021/22 Revised Budget		2022/23 Original Budget		Variance - $	Variance - %
ROOM TAXES							
Room Tax Revenue	401540	**$3,061,500**		**$3,275,500**		**$214,000**	**7.0%**
INTEREST							
Interest Earnings	410010	**$12,500**		**$12,500**		**$0**	**0.0%**
ADVERTISING REVENUES							
Visitors Guide Advertising	413010.01	$193,000		$180,000		-$13,000	-6.7%
Route 66 Brochure/Map	413010.02	1,250		0		-1,250	-100.0%
Coupons	413010.03	10,000		6,000		-4,000	-40.0%
Expo/Rt. 66 Displays	413010.04	7,500		7,500		0	0.0%
Poly Tote Bags	413010.05	0		0		0	N/A
Digital Advertising	413010.06	70,000		80,000		10,000	14.3%
Brochure Insertions	413010.07	5,750		7,500		1,750	30.4%
Airport Advertising	413010.08	0		0		0	N/A
Event Guide	413010.09	0		0		0	N/A
Mall Advertising	413010.10	0		0		0	N/A
Experience Programs	413010.11	33,950		35,000		1,050	3.1%
TOTAL ADVERTISING REV		**$321,450**		**$316,000**		**-$5,450**	**-1.7%**
CO-OP ADVERTISING REV							
Coop Partnerships	416020.01	$160,000		$160,000		$0	0.0%
MDT Coop Program (Leisure)	416020.02	449,450		365,000		-84,450	-18.8%
MDT Coop Program (Convention)	416020.03	0		0		0	N/A
MDT Coop Program (Sports)	416020.04	0		0		0	N/A
Local Convention Co-op	416020.05	15,000		15,000		0	0.0%
Miscellaneous Partnerships	416020.06	0		0		0	N/A
TOTAL CO-OP REV		**$624,450**		**$540,000**		**-$84,450**	**-13.5%**
PARTNERSHIP REVENUE							
Marketing Partnerships	414110	**$700**		**$0**		**-$700**	**-100.0%**
MISCELLANEOUS REV							
Sports Commission Management Fees	414100.01	$18,000		$18,000		$0	0.0%
Souvenir Sales	414100.02	9,800		11,000		1,200	12.2%
Other	414100.03	238,300		200		-238,100	-99.9%
Holding Account	414100.04	0		0		0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	1,825		0		-1,825	-100.0%
Hotel Trade Show Participation	414100.06	0		3,400		3,400	N/A
Annual Banquet Sales	414100.07	20,000		20,000		0	0.0%
Gold Wing Event Hosting	414100.08	15350		0		-15,350	-100.0%
Chamber Partnership	414100.09	2725		2,700		-25	-0.9%
TOTAL MISC REV		**$306,000**		**$55,300**		**-$250,700**	**-81.9%**
TOTAL REVENUE		**$4,326,600**		**$4,199,300**		**-$127,300**	**-2.9%**
Transfer To/From Fund Balance		$0		$0		0	N/A
GRAND TOTAL REVENUE		**$4,326,600**		**$4,199,300**		**-$127,300**	**-2.9%**

Springfield Convention and Visitors Bureau

2022/23 Budget - Proposed Expenses

Account Description	Account	2021/22 Revised Budget		2022/23 Budget		Variance - $	Variance - %
PAYROLL							
Salaries and Wages	500110	$1,039,100		$1,096,250		$57,150	5.5%
Temporary & Part Time Wages	500130	16,550		46,850		$30,300	183.1%
Retirement Contributions	500210	104,400		110,000		$5,600	5.4%
FICA	500250	76,650		84,350		$7,700	10.0%
Health Insurance	500260.01	108,950		123,000		$14,050	12.9%
Unemployment Insurance	500260.02	3,550		4,050		$500	14.1%
Workers Comp	500280	3,250		3,650		$400	12.3%
TOTAL PAYROLL		**$1,352,450**		**$1,468,150**		**$115,700**	**8.6%**
ADMINISTRATIVE							
Auditing and Accounting	504510	$5,700		$6,050		$350	6.1%
Automobiles	502040	7,400		7,350		-$50	-0.7%
Building Rental	505820.01	118,200		112,400		-$5,800	-4.9%
Utilities	505820.02	9,600		10,250		$650	6.8%
Bldg. Supplies/Repair	505820.03	5,400		5,400		$0	0.0%
Office Cleaning	505820.04	10,600		11,300		$700	6.6%
Credit Card Fees	502070	3,650		4,800		$1,150	31.5%
Data Processing	502140	1,050		800		-$250	-23.8%
Dues and Subscriptions	502290	36,200		38,100		$1,900	5.2%
Equipment Repair	502750	22,900		19,950		-$2,950	-12.9%
Insurance Premiums	502230	13,350		13,100		-$250	-1.9%
Minor Office Furn/Supplies	501190	1,400		1,800		$400	28.6%
Misc. A & G	501260	21,050		22,400		$1,350	6.4%
Office Supplies	501240	6,450		8,350		$1,900	29.5%
Other Professional Services	504580	1,500		3,000		$1,500	100.0%
Postage and Freight	502220	8,850		11,500		$2,650	29.9%
Printing and Binding	502380	600		600		$0	0.0%
Telephone	505550	13,400		15,550		$2,150	16.0%
Training Expense	504590	25,750		29,950		$4,200	16.3%
TOTAL ADMINISTRATIVE		**$313,050**		**$322,650**		**$9,600**	**3.1%**
MARKETING							
ADVERTISING							
Ad Production	505010	$103,400		$64,000		-$39,400	-38.1%
Billboards	505020	100,000		60,000		-$40,000	-40.0%
Brochures and Printed Material	505030	80,250		128,000		$47,750	59.5%
Direct Mail	505050	39,500		53,200		$13,700	34.7%
Digital Advertising	505060.01	489,900		371,650		-$118,250	-24.1%
Other Advertising	505060.02	702,050		740,000		$37,950	5.4%
Print Advertising	505070	190,950		143,000		-$47,950	-25.1%
Radio & TV Advertising	505080	383,250		263,000		-$120,250	-31.4%
TOTAL ADVERTISING		**$2,089,300**		**$1,822,850**		**-$266,450**	**-12.8%**
TRAVEL							

Travel Expenses	505690	**$32,850**		**$41,150**		**$8,300**	**25.3%**
OTHER MARKETING							
Market Research	502470	$44,200		$74,800		$30,600	69.2%
Group Incentives	502120	74,350		79,850		$5,500	7.4%
Gold Wing	502120.01	56,700		0		-$56,700	-100.0%
Entertainment	502200	6,550		8,250		$1,700	26.0%
Exhibition Fees	504640	31,100		44,400		$13,300	42.8%
FAM Tour Expense	504650	15,050		20,900		$5,850	38.9%
Misc. Marketing Expense	502280.01	17,400		22,750		$5,350	30.7%
Misc. Convention Marketing	502280.02	26,750		28,100		$1,350	5.0%
Digital Marketing	502280.03	60,450		103,000		$42,550	70.4%
Airport/Expo Concession Fees	502280.04	6,000		6,000		$0	0.0%
Photo Processing	502360	0		0		$0	N/A
Public Relations	502400.01	13,800		16,550		$2,750	19.9%
Event Public Relations	502400.02	7,750		8,000		$250	3.2%
Annual Banquet Expenses	502400.03	20,000		20,000		$0	0.0%
Specialty Items	504620	22,400		23,900		$1,500	6.7%
Receptions	504660	1,800		3,000		$1,200	66.7%
TOTAL OTHER MARKETING		**$404,300**		**$459,500**		**$55,200**	**13.7%**
TOTAL MARKETING		**$2,526,450**		**$2,323,500**		**-$202,950**	**-8.0%**
CONVENTION SERVICES							
Misc. Convention Services	504540.01	$4,000		$4,000		$0	0.0%
Convention Housing Expenses	504540.02	5,250		5,500		$250	4.8%
Shuttle Service	504610	3,200		2,400		-$800	-25.0%
TOTAL CONVENTION SERVICES		**$12,450**		**$11,900**		**-$550**	**-4.4%**
CONTINGENCY							
Contingency	502780	**$95,500**		**$60,000**		**-$35,500**	**-37.2%**
CAPITAL EXPENSES							
Office Furniture and Equipment	508110.01	$0		$0		$0	N/A
Bldg. Improvement Expenses	508110.02	3,000		0		-$3,000	-100.0%
Computer Hardware	501220	11,700		1,550		-$10,150	-86.8%
Computer Software	501230	11,400		10,350		-$1,050	-9.2%
Other Equipment	508170	600		1,200		$600	100.0%
Destination Springfield	508220	0		0		$0	N/A
TOTAL CAPITAL EXPENSES		**$26,700**		**$13,100**		**-$13,600**	**-50.9%**
TOTAL BUREAU EXPENSES		**$4,326,600**		**$4,199,300**		**-$127,300**	**-2.9%**
		REVENUE		**$4,199,300**			
		PROFIT/LOSS		**$(0)**			

One-rdg. _____
P. Hrngs. _____
Pgs. 39
Filed 06-07-22

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2022-149 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules for multiple purposes, including but not limited to the following: amendments to further the City's diversity and inclusivity goals, to clarify certain provisions within the Merit Rules and assure internal consistency as well as consistency with the City's Code and Charter, to update the City's policy regarding hiring of relatives of employees, to correct a previous scrivener's error, and to amend the Merit Rules on vacation and sick leave.

_____

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

NOTE: Underlined language (other than Section numbers) is being added and ~~stricken~~ language is being deleted.

Section 1 – Those Merit Rule Changes requiring Personnel Board approval having been approved by the Personnel Board, Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that amendments are made to Merit Rules 1 (n), (q), and (w); 2.2 (b); 2.3; 2.4 (c) and (d); 2.5 (b) and (c); 4.5; 5.2; 5.3 (a); 5.4 (e), (f), and (g); 5.6 (a); 5.9; 5.10; 5.11; 5.13; 6.4 (b) and (c); 6.5; 6.6 (a)(3) and (b); 6.7; 7.1; 7.2; 7.2.1; 7.3; 7.4; 7.5 (c); 8.5; 8.7; 8.8; 9.2; 9.3; 10.1 (d); 10.3 (b) and (c); 11.4; 11.5; 12.2 (a); 12.2.1 (g) and (h); 12.4(r); 12.6; 12.8; 12.9; 12.10; 13.1(a); 13.2 (a); 13.5 (a), (b)(3) and (8), and (c); 13.6 (a), (b), (c), (d), (e), (g), and (i)(2, 3, and 4); 15.1; 15.2; 15.3; 15.4 (c) and (e); 16.6; 16.8 (d); 17.4; 17.5; 17.7 (b); 17.8; 18.1 (b), (c), (d), (e), and (h); 18.2 (a) and (b); 18.3; 19.5 (b); 20.1; 21.1 (a) and (c)(4)(aa) and (dd)); 21.2 (b), (c.2), (e), and (h); 21.2.1 (c); 21.4 (b) and (c); 21.5; 21.7; 21.9; 22.2; 22.5; 23.2; 24.2; 24.3; 24.5 (a) and (c)(3); 24.6; 25.3; 25.4 (b); 26.4 (g); 26.9(a); 26.13 (a); 28.3; and 28.4 as follows:

RULE 1 – DEFINITIONS

(n) **"Employee"** means a person appointed to a position in the City Service for which the person is ~~he/she is~~ compensated on a full-time or part-time basis.

(q) **"Probation"** means the first six (6) months of service following appointment or promotion to any position in the classified service, plus any extension approved in accordance with these Rules and is the examination period during which the employee can be removed by the appointing authority without right to appeal or hearing if the employee's ~~his~~ work performance does not meet required standards.

(w) **"Transfer"** means a movement of any employee from one position to another having the same pay grade whether in the same class or in another class. When the latter movement occurs, the requirements for the two different classes must be so related that the employee in one class would qualify for the other class as an eligible transfer without having to apply and compete for the position the employee is ~~he/she is~~ moving to. If the two classes are not so related, the employee must apply and compete for the class the employee ~~he/she~~ is interested in transferring to even though the movement would be a lateral move and no change in salary grade.

2.2 Coverage and Amendment of Rules

(b) Any officer, employee or citizen who feels that these Rules are working or are apt to work an unnecessary hardship on the officer, employee or citizen, ~~on him~~ or that the efficiency of the City Service can be improved by amendment to these Rules may consult with the Director of Human Resources or the City Manager. The Director of Human Resources shall decide whether to grant a hearing with the Personnel Board. The Director of Human Resources may consult with the City Manager regarding whether to grant such a hearing.

2.3 Certification of Payrolls

No disbursing or auditing officer of the City shall make or approve or take any part in making or approving any payment for personal services to any person holding a position in the classified service unless the payroll or account of such pay bears the certification of the Director, or the Director's ~~his~~ authorized agent, that all appointments and other personnel transactions affecting the payroll and regarding the persons named therein are correct and proper and have been made in accordance with these Rules and the Classification and Compensation Ordinance. The Director, may, for violation of these rules, the Classification and Compensation Ordinance or where a transaction affecting the payroll is incorrect or improper, withhold certification from an entire payroll or from any specific item

or items thereon.

2.4 Prohibition of Political Influence and Discrimination

(c) No appointive salaried officer or employee of the City shall solicit any monetary contribution to the campaign funds of any political organization. Nothing in this section shall be construed to prevent the exercise of the rights of appointive salaried officials or employees as citizens to express their opinions and to cast their votes. No appointive salaried officer or employee of the City shall continue in a City ~~his~~ position after becoming a candidate for nomination or election to any public office.

(d) No appointive salaried officer or employee of the City shall be a member of any national, state or local committee of a political party or an officer or member of a committee or a partisan political club or shall take part in the management or affairs of any political party or in any political campaign, except to exercise the employee's ~~his~~ right as a citizen privately to express an ~~his~~ opinion and to cast a ~~his~~ vote.

2.5 Unlawful Acts Prohibited

(b) No person seeking appointment to or promotion in the City service shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, on account of, or in connection with the person's ~~his~~ test, appointment, proposed appointment, promotion, or proposed promotion.

(c) No employee of the department, examiner or other person shall defeat, deceive or obstruct any person's ~~in his~~ right to examination, eligibility, certification or appointment under these Rules or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the City service.

4.5 Minutes

The Director or the Director's ~~his~~ authorized representative shall attend all meetings of the Board, act as its secretary, and record its official actions in the minutes. The time and place of each meeting of the Board, names of the Board members present, all official acts of the Board, the votes of each Board member except when the acts are unanimous, and when requested, a Board member's dissent ~~with his~~ and reasons shall be recorded in the minutes. The secretary shall cause the minutes to be transcribed and presented for approval or amendment at the next regular meeting. The minutes covering formal action of the Board or a true copy thereof, certified by a majority of the Board, shall be open to public inspection.

5.2 Minimum Qualifications for Filing

Open-competitive examinations shall be open to all applicants who meet the standard of requirements fixed by the Director with regard to education, experience, age, physical condition, and such other factors as may be held to relate to the ability of the candidate to perform with reasonable efficiency the duties of the position. Any applicant taking an entrance written test for any position with the City who fails to make a passing grade may, with approval of the Director of Human Resources, retake the test at the next regularly scheduled time. Should the applicant fail to make a passing grade on the second attempt, ~~he~~ the applicant will not be allowed to retake the test for such position until one year from the date of the second test. Failure to make a qualifying grade on a written test for a given position on the third attempt or failure to make a qualifying score before an oral board on the third attempt for the position is sufficient reason for permanent denial of any further consideration of the applicant. This Rule shall only apply to written tests and oral boards as outlined above and does not apply to other testing or evaluation methods such as skills testing, physical agility testing, and assessment centers.

Any applicant who does not meet minimum requirements as to training and experience but who will meet these requirements as a result of the completion of further educational work or experience which the applicant has scheduled for the six (6) months immediately following the closing date for receipt of applications, may be allowed to take the examination. ~~An applicant successfully completing the examination under this provision shall have his or her name~~ An applicant's name will be entered on the register in the same manner as others after successful completion of the examination under this provision; however, no such applicant may be appointed to a position in the classified service of the City until all preliminary requirements for the position have been met.

5.3 Filing Applications

(a) All applications for positions in the classified service shall be made on forms approved by the Director of Human Resources and the Personnel Board. A resume alone will not be accepted as an application, but may be submitted as supplemental documentation. Said applications shall be filed with the Director on or prior to the date and time specified in the announcement, or postmarked on or before the closing date. Applications and resumes submitted for examinations announced "Open Until Filled" will be reviewed as needed to complete the employment process. For those classes for which there is to be continuous recruitment, a statement shall be included in the announcement to the effect that applications will be received until further notice. Applications may require information concerning personal characteristics, education, experience, references, and other pertinent information. When the nature of the work is such that age limits are necessary, the Director after consultation with the appointing authority, may so state in the examination announcement. All applications shall

be signed and the truth of the statements contained therein certified by such signatures. Except as provided in Rule 5.2, applicants ~~Applications~~ must meet the minimum qualifications specified in announcements as to education and experience, but in no case shall admittance to the examination constitute assurance of a passing grade in the evaluation of education and experience if the same is a part of the examination.

5.4 Disqualification of Applicants

(e) Applicant had directly or indirectly obtained information regarding the examination to which the~~, as an~~ applicant~~, he/she~~ was not entitled.

(f) Applicant has failed to submit ~~his/her~~ a City job application correctly or within the prescribed time limits.

(g) Applicant has taken part in the compilation, administration or correction of the examination for which ~~he/she is an applicant~~ the applicant is competing.

5.6 Conduct of Examinations

(a) The Director may designate and instruct monitors to take charge of examinations~~ under instructions prescribed by him~~, provide for the compensation of such monitors, and make arrangements for the use of public buildings in which to conduct the examinations.

5.9 Oral Examinations

When an oral examination forms a part or all of the examination for a class of position, the Director shall appoint an oral examination board consisting of two or more members. The Director may appoint qualified City employees or other qualified persons not employed by the City to serve as members of such boards. All candidates for the same class of positions who qualify for the oral examination shall be rated by the same oral examination board. When deemed appropriate by the Director due to the circumstances of the particular hiring process, including but not limited to when large numbers of persons are to be interviewed, the Director may authorize the substitution of one or more members of the oral examination board with qualified alternate members. Each substitution of such an alternate member shall be approved by the Director, or the Director's ~~his~~ designee. A member of an oral examination board shall disclose each instance in which the member ~~he~~ knows ~~the~~ an applicant personally and shall refrain from rating such applicant when it is determined by the Director of Human Resources that the member ~~he~~ has a relationship with an applicant that would present a conflict of interest in evaluating that applicant. A supervisor or superior/subordinate employment relationship between the board member and the applicant alone shall not constitute such a conflict of interest. Examples of

relationships that may present a conflict of interest would include spousal relationships, and current or former relatives, ~~as defined in Merit Rule 11.4,~~ and current or past close social or personal relationships between the member and the applicant.

5.10 Veterans Preference

Applicants who present evidence showing honorable service in the armed forces of the United States or placement on the reserve list who have met the minimum requirements imposed for each test and who have received at least the passing grade required for eligibility, shall have added to their earned gradings an additional five (5) points on the basis of 100. All such persons except Police and Fire Department applicants, who are suffering service-connected disability of at least 10% compensable disability rating, based on the findings of the United States Veterans Administration, shall have added to their earned gradings 10 points on the basis of 100. Proof of eligibility for the preference provided shall be furnished to the Director of Human Resources through submission by the person claiming preference of the discharge granted to the veteran or through whom preference is claimed or a properly certified copy of such discharge, and in the case of a disabled veteran, additionally, a recent certificate from the Veterans Administration of the United States, showing service-connected disability to exist. Veterans preference shall apply only to entrance examinations. Retention in the service in the case of reduction in force or abolition of positions for lack of work or funds shall be based solely on ability to perform properly the duties of the position and on relative length of efficient service. No credit shall be allowed in the case of any kind of discharge other than honorable or general under honorable conditions.

5.11 Notice of Examination Results

~~Each internal~~ Internal applicants~~, or~~ (current City employees)~~,~~ shall be notified of their ~~his~~ examination results as soon as practical after the rating of the examination has been completed or the register established. ~~Each external~~ External applicants shall be notified of their ~~his~~ examination results as soon as practical after the register is established or the position has been filled. All eligibles shall be entitled to information concerning their relative position on the register upon request.

5.13 Special Examinations

Except in the case of a manifest error in the examining of an applicant, no applicant shall be given a special examination unless the Director finds it to be in the best interest of the service or that the applicant's failure to take or complete an examination was due to circumstances entirely beyond the applicant's ~~his~~ control. No claim for a special examination shall be allowed unless it is filed in writing with the Director within fifteen (15) days after the date of the original

examination. The Director may at any time initiate a special examination when deemed to be in the best interest of the service. Any special examination shall be constructed on a pattern similar to, and as extensive as, the original examination. Any such special examination shall not invalidate any certification or appointment previously made.

6.4 Duration of Registers

(b) The life of registers for classes of positions for which continuous recruitment and examination is conducted shall be indefinite but may be terminated by the Director. The names of eligibles shall be added to and removed from such registers on a continuous basis. The name of an eligible shall not remain on a register for a class of positions in the continuous program for longer than 18 months from the date of its entry on the register. Whenever the name of an eligible is removed from a register, the eligible ~~he~~ shall be notified. An eligible whose name has been removed from a register under this provision shall retake the examination to maintain ~~his~~ eligibility. Once a continuous recruitment program has been terminated, the life of the register will be 18 months from the date of placement of the last eligible candidate(s) on the register.

(c) ~~When a register becomes so depleted that the preparation of usable certificates for imminent vacancies in the class of positions is impracticable, the register will be considered exhausted.~~ An Exhausted ~~The~~ R~~r~~egister ~~which has become exhausted~~ shall be considered expired upon the administration of a superseding examination and the establishment of a register on the basis of that examination. When a register becomes exhausted, the Director shall send to each eligible remaining on such register a notice of the announcement of a superseding examination. Such eligibles shall be required to retake the examination for placement in the new register. Provided that, ~~an~~ eligible candidates shall be required to retain their ~~his/her~~ existing score when all of the following conditions are met: (1) the Eligibility List is less than six (6) months old, (2) the candidate is still interested in the position, (3) the exact same screening criteria is utilized, and (4) the testing and or interview process and panel remains exactly the same.

6.5 Replacement of Registers

If the Director determines that a register, although not exhausted is inadequate for the filling of anticipated vacancies, the Director ~~he~~ may announce an open-competitive examination for the purpose of replacing the inadequate register. At the time of the announcement of such examination, all eligibles remaining on the register shall be notified of the action and shall be advised that they may take the new examination. Failure to take the new examination will result in the formerly eligible candidate no longer being eligible for consideration. Except ~~an~~ eligible candidates shall be required to retain their ~~his/her~~ existing score earned when all of the following conditions are met: (1) the Eligibility List is less than six (6)

months old, (2) the candidate is still interested in the position, (3) the exact same screening criteria is utilized, and (4) the testing and or interview process and panel remains exactly the same.

6.6 Removal of Names from the Register

(a) Reasons for Removal[1] - The Director may remove the name of an eligible from a register:

(3) on receipt of a statement from the eligible indicating the eligible no longer desires to be ~~stating that he no longer desires~~ considered~~ation~~ for a position in that class;

(b) Notifications - Whenever an eligible's name is removed from a register for reasons cited in 6.6 (a) of this Rule, the Director shall notify the eligible of this action and inform the eligible ~~him~~ that the eligible's ~~his~~ name may be restored to the register upon presentation of reasons satisfactory to the Director. Notification shall not be made when an eligible has requested that the eligible's ~~his~~ name be removed from a register, or when there has been no reply to attempts to contact, or when postal authorities have been unable to locate such eligible.

6.7 Re-Employment List

An employee with status who has been laid off because of lack of funds or work, curtailment of program, abolishment of organizational unit or material change in duties or organization, and through no fault of the employee ~~his own~~, may request in writing that the employee's ~~his~~ name be placed on a re-employment list for the class of positions from which the employee ~~he~~ was laid off. The name of an employee with status, who has been dismissed for reasons found to be insufficient by the Personnel Board after hearing the appeal, may with approval of the City Manager, be placed on the re-employment list. The order in which such names are arranged on each list shall be determined by the Director, who shall give consideration to qualification, performance appraisal, conduct, and seniority in service. Eligibility to remain on the re-employment list shall expire one (1) year from the effective date of the layoff or separation.

7.1 Request for Certification of Eligible

To fill a vacancy by selection of an eligible from a register established on the basis of an open-competitive examination, the appointing authority shall submit a request for certification to the Director ~~upon forms prescribed by him~~. This requisition may be for one or more persons in the same class and shall indicate the number and identity of positions to be filled and the title of the class to which they have been allocated and specify all other pertinent information which the

1 Note, "Reasons for Removal" in part (a) and "Notifications" in part (b), are underlined in the original and are not being added.

Director deems necessary. The appointing authority shall make such request as far in advance as possible of the date the employee is to begin work.

7.2 Certification of Eligibles

Upon receipt of a requisition, the Director shall certify and submit in writing to the appointing authority the names of available persons eligible for the appointment. If one position is involved, the Director ~~he~~ shall certify and submit from the register for that class of positions the names of all persons whose scores are included in the highest three (3) whole number scores earned on the examination. If more than one vacancy occurs in the same class of position under the same appointing authority, the Director shall certify the names listed under one additional whole number score for each additional vacancy, the highest whole score first. If the register established as a result of the open-competitive examination for a specific class of positions is exhausted, the Director may certify and submit names in accordance with the above procedure from a related register. The life of a certificate during which action may be taken will typically be thirty (30) calendar days from the date of issuance, with discretion afforded to the Human Resources Director when issues such as extensive background checks may require a longer period be allowed. Any appointment made from such certificate during that time shall not be subject to any change in the condition of the register taking place during this period.

7.2.1 Certification When Register Exhausted

Notwithstanding any other provision of the Merit System Rules and Regulations to the contrary, whenever the appointing authority requests that a position be filled and certifies that there is an immediate need to fill the position and when the Director concurs in the immediate need to fill the position and finds that the Director ~~he~~ cannot meet the need within a reasonable time, then the Director may certify to the appointing authority the names of all persons eligible for the appointment.

7.3 Availability of Eligibles

(a) An eligible may be considered not available for certification by the Director if the eligible ~~he~~ fails to reply to a written inquiry to the eligible's ~~his~~ last known address or if such reply be made later than seven (7) calendar days from the date of such inquiry.

(b) An eligible may be considered as not available for certification by the Director if the eligible ~~he~~ has previously declined a position of the same class in the organizational unit and has not indicated a desire ~~that he wishes~~ to be considered for a position of that class in that unit.

(c) An eligible may at any time during the life of a register ~~have himself listed~~ list

the eligible as available or not available for appointment to a position of that class in any organizational unit or units by filing notice of such effect with the Director.

7.4 Selective Certification of Eligibles

(a) The appointing authority may specify in writing requirements of particular experience, education or skill when the appointing authority ~~he~~ deems such requirements necessary for a position. If, after investigation of the duties and responsibilities of the position, the Director finds the particular experience, education or skill so specified is essential for successful performance, the Director ~~he~~ may certify in order of rank on the register the names of those persons who possess those qualifications specified. If, in certifying the names of such eligibles, the Director finds there are fewer than three (3) such eligibles, the Director ~~he~~ shall complete the certificate by adding, after the names of such eligibles, the names of other eligibles available for the appointment in the order of their respective rank on the register.

(b) The appointing authority may specify in writing exceptional requirements of particular physical characteristics when the appointing authority ~~he~~ deems such requirements necessary for a position. If, after investigation of the duties and responsibilities of the position, the Director finds the exceptional requirement of physical characteristics essential for successful performance, the Director ~~he~~ may certify in order of rank on the register the names of those persons who possess the qualifications specified. If, in certifying the names of such eligibles, the Director finds there are fewer than three (3) such eligibles, the Director ~~he~~ shall certify the names of other eligibles available for the appointment in the order of their respective rank on the register.

7.5 Selection of New Employees

(c) If, in the exercise of the appointing authority's ~~his~~ choice, the appointing authority passes over the name of an eligible on a register in connection with two separate appointments for the same class of positions which the appointing authority ~~he~~ had made from the register, written request by the appointing authority may be made of the Director that the name of such eligible be omitted from any subsequent certifications from the same register to the same appointing authority for the same class of positions. If the Director sustains such request, the name of such eligible thereafter shall not be certified ~~by him~~ from that register for other vacancies in the position to the same appointing authority.

8.5 Temporary Appointment

Appointment for short-term or seasonal employment may be made as is necessary to carry on the City's business. Appointments of this type shall normally be made from established employment lists. If no list exists or if certification from lists is impracticable because of non-availability of eligibles for

temporary work, the Director of Human Resources may authorize the temporary appointment of any qualified individuals to be designated by the appointing authority. The length of a temporary appointment shall be no more than six (6) months in any one year. In certain cases, such as special work projects, however, the length of a temporary appointment may, with the approval of the Director of Human Resources, be governed by the duration of the project. The acceptance or refusal by an eligible of a temporary appointment shall not affect the eligible's ~~his~~ standing on the regular employment list. For a temporary employee not certified from an eligible list to be considered for a regular position, the temporary employee ~~he~~ must first pass the entrance examination and be placed on the appropriate list. In the event a temporary employee is appointed on a regular basis, such appointment may be retroactive to the date of the temporary employee's ~~his~~ last appointment on a temporary basis providing there has been no break in service. Pay increases, vacation, and sick leave accumulation may be based on the date of this last appointment. Credit for temporary service shall not exceed one year nor shall any credit be given for temporary service prior to the last appointment.

Temporary promotional appointments of a regular full-time or regular part-time employee shall be utilized for periods not to exceed twelve (12) months unless approved by the City Manager and are authorized when promotional vacancies, leave of absence, including military leave, illness, etc., occur or in cases where no valid promotional eligibility list exists. In all such cases of temporary promotional appointment, said employee shall receive a ten percent (10%) increase in pay unless it exceeds or is less than the authorized pay range for the position, unless otherwise approved by the City Manager.

8.7 Reinstatement

An employee with status who has resigned or been laid off through no fault of the employee ~~his own~~ may be reinstated to a position of the same class within one (1) year from the effective date of ~~his~~ separation. Such reinstatement shall be made only with the prior approval of the Director and shall be subject to the successful completion of a probationary period in accordance with Rule 9. An employee, who terminates employment and is reinstated in the same calendar month and year, shall have their probationary period waived upon reinstatement. The Director's approval of a reinstatement shall include a finding that the candidate meeting the current qualifications for the class of positions.

An employee with status who has been found by the Personnel Board after hearing the employee's appeal, to have been improperly dismissed for political, religious or ethnic reasons shall, with approval of the City Manager, be reinstated to his former position or a position of like status and pay, without loss of pay for the period of his separation.

8.8 Reinstatement - Disability Pensioners

Notwithstanding any other provision of the Springfield City Code and provisions of the Police and Fire Departments' pension plan to the contrary, an employee who had status at the time the employee was disabled and who is receiving a disability pension may be reinstated to the position held by the employee at the time of the employee's disability, provided the following conditions are met:

(a) That the disabled pensioner has provided medical proof in accordance with Section 70.680, RSMo, if the employee is under provisions of the Local Government Employees' Retirement System or medical proof under Section 29-27 of the Springfield City Code if the employee is a member of the Police and Fire Departments' pension system, that said employee is physically and mentally able and capable of resuming the employee's duty as an employee in the position held by the employee at the time of the employee's disability retirement.

(b) That the same job position exists as part of the City service, which position has funds appropriated therefor.

In the event the above conditions are met, the Director shall place the pensioner in an existing vacancy in the same position and at a pay level comparable to that previously paid to the pensioner. In the event there no longer exists in the City service the position held by the employee at the time of the employee's ~~his~~ disability retirement, the City shall offer the pensioner the closest comparable position in the City service for which the pensioner ~~he~~ is qualified.
In the event there is no job vacancy for the position and in the event the pensioner has greater longevity than an employee who is currently in the position, the Director of Human Resources shall cause the position to be filled by the employee who has the greatest longevity in such position with the City service. Employees who are laid off as a result of filling said position shall be entitled to those provisions set forth in Rule 12.2.

The director of the department has the ~~may, in his~~ discretion to~~,~~ require that the employee take training programs required of other employees and that such employee successfully complete such training programs.

9.2 Conditions Preliminary to Regular Status

It shall be the responsibility of the appointing authority to provide the Director of Human Resources with a statement in writing to the effect that the services of each employee appointed for a probationary period have or have not been performed satisfactorily during such period and is or is not recommended to be retained in the service. The appointing authority, or the appointing authority's ~~his~~ designee, shall provide this statement to the Director before the end of the

probationary period. The Director must approve any extension of a probationary period as well as any recommendation that the employee has failed the probationary period. Additionally, it shall be the responsibility of the appointing authority~~'s department~~ or designee to provide written notification to the employee of any extension of the probationary period or of any failure to pass the probationary period, and such notification must be made at or prior to the end of the employee's probationary period. Such notification to the employee should be made in person whenever practicable. When providing in person notification is not practicable, the notification may be provided by mailing it to the employee's address maintained on the City's official roster and, in such instances, notification is considered completed upon the date of mailing. Failure to provide written notification at or before the end of the probationary period results in the employee attaining regular status.

9.3 Separation During the Probationary Period

(a) If at any time during the probationary period, the appointing authority determines that the services of the employee have been unsatisfactory, an employee may be separated from the ~~his~~ position without the right of appeal or hearing. ~~The appointing authority shall notify the employee in writing the reasons for the separation.~~ After the probationer has been separated, the probationer's ~~his~~ name may be placed back on the register ~~replaced~~ by the Director on the register for the class of positions from which removed if the register has not expired and the Director ~~he~~ determines such action to be in the best interest of the service, but the probationer ~~he~~ shall not again be certified from that register to the organizational unit from which the employee was separated.

(b) When an employee has been promoted but fails to successfully complete the probationary period, the employee ~~he~~ shall upon recommendation of the ~~his~~ Department Head revert to a position of the employee's ~~his~~ former class. If no position vacancy exists in the work unit, the employee may be transferred to another work unit or the rules pertaining to layoffs shall apply.

10.1 Promotions

(d) If the City Manager, or the City Manager's ~~his~~ designee, authorizes an appointing authority to fill a position by promotion of an employee on a non-competitive basis, the appointing authority shall submit the name of the employee proposed for promotion to the Director. If the Director finds the named employee is qualified for the proposed promotion, the Director ~~he~~ shall so notify the appointing authority. The promotion shall then be reported to the Director.

10.3 Demotion

(b) An employee may be demoted for lack of work in the employee's ~~his~~ class or

for cause, and in case of the latter only after the employee has been presented with the reasons for such demotion in writing, and has been allowed at least fifteen (15) calendar days to reply thereto in writing or upon request, to appear personally and reply to the appointing authority. A copy of the statement of reasons and the reply shall be filed with the Director. An employee with status may appeal a ~~his~~ demotion for cause in accordance with Rule 13.

(c) If, for personal or other reasons, an employee requests in writing ~~that he be assigned~~ an assignment to a position of a lower class, the appointing authority may make such a demotion. In such cases, the demotion will be deemed to have been made on a voluntary basis and from which there shall be no appeal, and a report shall be made in writing to the Director.

11.4 Relatives

Without specific approval by the City Manager, no person shall be employed, promoted, or transferred to a department or agency of the City or division or section thereof, when as a result the person ~~he or she~~ would be working permanently with, supervising or receiving supervision from a member of the person's ~~his/her~~ immediate family.

In addition, even if approval has been granted by the City Manager, no more than three persons, including the employee, who are members of the same immediate family may be presently employed by the City in the same department at the same time. Violation of this section shall result in immediate termination of that employee with the least seniority. This provision shall not apply to any violation which may exist at the adoption of this provision nor shall the provision apply when the number of current employees in an immediate family increases as the result of marriage.

Immediate family in this connection shall be considered to mean an employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and step-relatives (step-parents, step-children, step-siblings, step-father-in-law or step-mother-in-law).

~~In addition, no more than three persons, including the employee, who are members of the same immediate family may be presently employed by the City at the same time. Violation of this section shall result in immediate termination of that employee with the least seniority. This provision shall not apply to any violation which may exist at the adoption of this provision nor shall the provision apply when the number of current employees in an immediate family increases as the result of marriage.~~

11.5 Outside Employment

No employee of the City may perform any outside work which is, or can be

interpreted to be, inconsistent with the employee's ~~his~~ City work or detrimental to the best interests of the City as determined by the Director of Human Resources. Employees desiring outside employment should first seek approval of their Department Head (or their designee) before engaging in such activity. Employees are required to submit a "request for approval" on such form as the Director may require.

Employees of the City may not engage in outside business activities while on duty nor may City property be used for anything but City functions.

12.2 Layoffs

(a) An appointing authority may layoff an employee in the classified service whenever the appointing authority ~~he~~ deems it necessary by reason of shortage of funds or work, abolishment of a position or other material change in duties or organization. The employee shall be notified of the effective date and shall be given written notice of the reasons for the layoffs.

12.2.1 Temporary Layoff Classified Service

(g) An employee who is laid off pursuant to provisions set forth herein shall not be entitled to earn or take any vacation, compensatory time or holidays during the period of the layoff except upon the employee terminating ~~his~~ employment with the City.

(h) In the event an employee elects to terminate ~~his~~ employment during the layoff, then the employee shall lose all rights and any benefits under provisions of this rule or Rule 12.2.

12.4 Causes for Disciplinary Action

Just causes for disciplinary action are listed below although disciplinary action may be taken for other just causes:

(r) The employee's ~~is negligent or unsafe in his~~ conduct or actions are negligent or unsafe and thereby jeopardizing the safety of the employee ~~himself~~ and/or ~~his~~ fellow employees or the safe use of City equipment.

12.6 Resignations

An employee who desires to terminate his service with the City shall submit a written resignation to the appointing authority. Resignations shall be submitted at least fourteen (14) calendar days before the final work day. A copy of an employee's resignation with the departmental recommendation shall be filed in the employee's service record in the Department of Human Resources. The

period of notice may be reduced or waived by the Director and the Director may consider any ~~upon~~ recommendation of the Department Head.

Failure of an employee to give the prescribed notice without such notice being reduced or waived by the ~~Department Head~~ Director shall result in the employee being considered ineligible for rehire ~~released with prejudice~~.

12.8 Disability

An employee may be separated for disability when ~~he~~ the employee cannot perform the required duties because of physical or mental impairment. An employee may at any time be required to submit to an examination by a physician designated by the City for the purpose of determining the employee's ability to perform the duties of his position.

12.9 Return of City Property

An employee leaving the service, whether through resignation, layoff or dismissal, is responsible for returning any City property in the employee's ~~which he may have in his~~ possession. The Director of Human Resources is authorized to withhold an employee's final check or to make deductions for value in case where City property has not been returned by an employee leaving the service.

12.10 Rights of Employees Upon Terminating

Regular employees who separate from the City service shall receive payment of all salary earned up to the effective date of their termination, less all authorized deductions. If the employee has been with the City at least twelve (12) months, payment shall be made for earned vacation leave in an amount not to exceed four (4) weeks accumulation unless the City Manager authorizes payment for earned vacation leave in excess of the four (4) weeks. If an employee has more than four (4) weeks of accrued vacation leave, the City Manager shall have the right to buy out the accumulated vacation leave of the employee if the employee has filed a notice to resign or retire in order to remove the employee from the City payroll records. An employee may authorize a beneficiary the receipt of the lump sum payment for accrued vacation leave provided for herein in the event of the employee's death. The beneficiary of a deceased employee must file with the City letters of refusal or letters of administration issued from an appropriate probate court before the payout can be effectuated under this provision. An employee who refuses to accept an offer to purchase the employee's accumulated vacation leave benefits shall not be entitled to accrue any additional benefits, including vacation, sick, or holiday benefits under the Salary Ordinance or this Manual. No payment shall be made for unused sick leave, except an employee hired before July 1, 1998, and on the Crafts and Trades and Laborer Schedule, the Fire Protection Schedule, the Law Enforcement Schedule, the Professional Administrative and Technical Schedule, or the Department Head

Schedule after fifteen years of service with the City of Springfield, Missouri, and upon leaving the City service, other than through discharge, shall be entitled to be paid for a portion of the employee's unused sick leave as set out herein. Such employees hired before July 1, 1998, shall be entitled to be paid a sum of money to be computed as follows:

[the remainder of 12.10 remains unchanged]

13.1 Appeal from Examination Rejection

(a) Any applicant whose application for admission to an open-competitive examination who has been rejected and who has been notified of such rejection and the reasons therefor, may appeal to the Director of Human Resources for reconsideration of the applicant's ~~his~~ qualifications and for admission to the examination.

13.2 Appeal from Examination Rating

(a) Any applicant who has taken an examination may appeal to the Director for a review of the applicant's ~~his~~ rating in any part of such examination to assure that uniform rating procedures have been applied equally and fairly.

13.5 Grievance Procedure

(a) Preface

From the standpoint of the following procedures, a grievance exists when an employee feels dissatisfied or annoyed with some aspect of ~~his~~ work over which ~~he~~ the employee has no control.

Calm and sensible discussion between the employee and the immediate supervisor will usually resolve most employee problems. This sort of settlement, without bringing in a third party is, of course, the best way to settle most grievances. This can be done readily when both the supervisor and the employee adopt a proper attitude and show willingness to settle any differences that may exist, intelligently and on a reasonable basis.

Employees are free to seek answers to any question and adjustment of any grievances without discrimination, coercion, restraint or reprisal. Supervisors and higher authorities shall see that all questions, complaints, and grievances receive prompt, impartial, and systematic consideration in attempting to reach satisfactory adjustments.

The following procedures are to be followed by ~~an~~ employees who sincerely believe~~s~~ that ~~he~~ they ~~has~~ have reason to complain; ~~his~~ desire that their ~~his~~ complaint be reviewed by their ~~his~~ immediate supervisor and by higher authority if necessary, and who desire~~s~~ remedial action.

(b) General Provisions

(3) The employee may choose a fellow employee to accompany ~~him~~ the employee in the procedure.

(8) Whenever the employee is aggrieved by some act of commission or omission on the part of the ~~his~~ immediate supervisor, the employee ~~he~~ may initiate the action authorized by this procedure by explaining the ~~his~~ grievance to the immediate supervisor of the said supervisor or may initiate the action authorized by forwarding the appeal form to the immediate supervisor of said supervisor.

(c) Steps of the Procedure

Step a - The employee may explain orally the situation to the ~~his~~ immediate supervisor.

The supervisor shall, either alone or in collaboration with ~~his~~ superiors, reach a decision and communicate it orally to the employee within two working days of the supervisor ~~his~~ being told of the situation causing the grievance. (Every possible effort should be made to settle minor complaints at this stage.)

Step b - If the grievance is not settled at the first step, the employee may within three working days write up an appeal setting forth the facts ~~as he knows them~~ with reference to those sections of the Manual on which the grievance is based and present it to the ~~his~~ Department Head. The Department Head shall obtain all pertinent information about the case up to this point from the departmental file. The Department Head may hold a conference with all parties concerned if it is deemed necessary.

Within three working days of receipt of the appeal, the Department Head shall notify the employee and the employee's ~~the~~ supervisor of a ~~his~~ decision in writing.

Step c - If the grievance is not settled at the second step, the employee may file with the Department of Human Resources an appeal to the City Manager. The Director of Human Resources shall assemble the facts of the case and present them to the City Manager. The City Manager may hold a conference with the persons concerned in the case, if it is deemed necessary.

Within ten working days following receipt of both the appeal, and the facts assembled by the Director of Human Resources, the City

Manager shall present a ~~his~~ decision in writing to the Department Head and the employees.

13.6 Personnel Board Hearing

(a) Responsibility of the Personnel Board

When an employee shall make a complaint before the Personnel Board in a case involving the employee's ~~his~~ dismissal, demotion, reduction in pay or suspension, it shall be the duty of the Personnel Board to ascertain to the best of its ability the facts of the case and after weighing all available evidence to report its findings to the City Manager for such disposition as the City Manager ~~he~~ may deem appropriate.

(b) Complaint - Setting Date For Hearing

When a request for a hearing is contained in such complaint, the Board's Chair will review the complaint. After review of said complaint, the Chair of the Board will determine if the Board has jurisdiction to hear the complaint. If it is found that the Board has jurisdiction to hear the complaint, then a public hearing shall be scheduled for a pre-selected date and time as determined by the Board, and at such time and place as designated by the Chair of the Board. In the event there is more than one complaint pending before the Board at the same time, then the Chair of the Board shall have the authority to schedule the hearings in the order that the Chair determines is the most practical method of dispensing of the claims.

Hearings will be scheduled for a pre-selected date and time during the month following receipt of the complaint, provided there is sufficient time to comply with the disclosure phase of the hearing process. Should there not be sufficient time to comply with the disclosure phase of the process, then the pre-selected date set for the next month would be selected. Should the complainant or their legal counsel have a conflict with the original pre-selected date and time, the hearing will be scheduled for the next available pre-selected date and time during the following month. The Board will not reschedule a hearing more than two times to accommodate counsel scheduling conflicts. If scheduling conflicts arise that do not allow the complainant or their counsel to attend one of the three dates provided by the Board, the complainant shall be deemed to have voluntarily waived the ~~his or her~~ right to a hearing before the Personnel Board.

The Board reserves the right to reschedule a hearing date if it is apparent a quorum will not be available, or for other good cause shown as deemed appropriate in the sole discretion of the Board.

(c) Notice of Hearing

Upon notification of the Board Chair's determination as to the Board's jurisdiction to hear a complaint per Merit Rule 13.6(b), notice of the time and

place set for the public hearing shall be given promptly by the Secretary of the Board to the complainant by Certified Mail, Return Receipt Requested, addressed to the complainant at the complainant's ~~his~~ last known post office address.

(d) Board Shall Have Access to Pertinent Data

In order to properly discharge its function in regard to the review of such disciplinary actions, the Board shall have access to any files, correspondence, memoranda, etc., which they feel might be pertinent to the case and shall have the right of questioning any officers or employees of the City whom they feel may be able to shed light on the circumstances involving the disciplinary action in question. No officer or employee shall ~~himself~~ be subject to disciplinary action as a result of testimony given in such a hearing.

(e) Scope of Personnel Board's Review

In its review of a disciplinary action the Personnel Board shall limit itself, in the absence of overriding cause for considering extraneous matters, to a consideration of: (1) the question of whether the employee is guilty of the transgression with which the employee ~~he~~ is charged, and (2) the question of the appropriateness of the discipline to the transgression, with regard to the case under consideration.

(g) Adjournments

Public hearings on complaints may be adjourned only upon good cause shown, and in the event that the complainant shall fail to appear in person or by counsel at the time and place set for hearing or fails to comply with any prehearing procedures and required filings as set by the Board or prehearing orders issued by the Board through its Chair in connection with the appeal, including attendance at required prehearing conferences or appeal hearings, the complainant ~~he~~ shall be presumed to have waived the ~~his~~ right to further hearing and the Board may proceed forthwith to investigate and determine the case. This investigation and determination by the Board may also include a finding that the complainant has abandoned the ~~his~~ appeal, and in such event, the Board shall take no further action upon the appeal. In this regard should complainant at any time during the appeal process fail to meet required filing deadlines, such as failing to timely file prospective witness and exhibit lists, the Board may, in its sole discretion, send complainant a written notice specifying such failure and putting complainant on notice that the Board may determine the complainant has abandoned the ~~his or her~~ appeal unless complainant cures any such default within 3 business days of receipt of such notice.

(i) Decisions

The decision of the Personnel Board shall be promptly reduced to writing, setting forth its finding and recommendations, and be filed with the City Manager. The Board may make recommendations to the City Manager as

follows:

(2) If the Board finds that the action complained of was taken by the appointing authority for political, religious or ethnic reasons, the Board shall recommend that the employee be restored to the employee's ~~his~~ former position or a like status without loss of pay and without penalization.

(3) In all cases, the findings and recommendations of the Board shall be submitted to the City Manager for ~~his~~ consideration, who may, not later than thirty (30) days after receipt of such findings and recommendations, restore the employee to the employee's ~~his~~ former status with or without loss of pay for the period involved; modify the ~~his~~ original decision of dismissal, demotion, suspension or reduction in compensation; or continue with the ~~his~~ original decision. The decision of the City Manager shall be final.

(4) When an employee is dismissed and not reinstated after much appeal, the Board in its discretion may recommend that the employee's ~~his~~ name be placed on an appropriate re-employment list for employment in any similar position other than the one from which the employee ~~he~~ has been removed, and the City Manager may act thereon at the City Manager's ~~his~~ discretion.

15.1 Personnel Forms

The Director shall prescribe personnel forms which appointing authorities shall use and properly maintain all employee records and record and report all personnel actions and status changes. The Director shall inform the appointing authorities which personnel actions and status changes must be reported ~~to him~~.

15.2 Leave Records

The Director of Human Resources shall install and maintain a leave record showing for each City employee: (1) annual leave earned, used and unused; (2) sick leave earned, used and unused; and (3) any other leave with or without pay. Such records shall be the basis for any periodic reports ~~to~~ the City Manager ~~on leaves as he~~ may require.

15.3 Official Roster

The Director shall prepare and maintain a record of all employees showing ~~for~~ each employee's ~~his~~ name, address, title of position, salary rate, changes in status, transfer, sick leave, and annual leave and other pertinent data.

15.4 Records of the Department of Human Resources

(c) All existing or future personnel records of the City pertaining to the hiring, firing, disciplining or the promotion of personnel of the City shall be closed to the public, subject to opening as set forth in subparts (d) or (e) below or as provided for in Section 2-2 of the City's Code. ~~unless the person whose record is released requests the same or the record is made part of the pleadings or admitted into evidence at a public hearing before the Personnel Board or other judicial or quasi-judicial body.~~

(e) The City Manager or the City Manager's ~~his~~ designee ~~may, in his~~ has discretion, as is ~~he~~ deemed ~~deems~~ necessary or appropriate, to open a record that is closed under provisions of Sec. 610.021., RSMo. 1987 Supp.

16.6 Changes in Duties and Responsibilities

Whenever a significant change is made in the duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments, such changes shall be reported to the Director ~~of Human Resources~~ by the Department Head concerned. The Director ~~of Human Resources~~ shall investigate such changes and, if they are to be permanent and call for reclassification, the Director ~~he~~ shall cause the position to be reallocated to the appropriate class.

16.8 Interpretation and Use of Class Specifications

(d) The qualification statements in each class specification establish minimum requirements that must be met by any individual before ~~he may be considered~~ consideration for an appointment or promotion in the classified service. Common alternative combinations of education, training or experience, are specified in the class specifications. However, other combinations may be qualifying if deemed equivalent by the Director of Human Resources.

17.4 Compensation of Temporary and Seasonal Employees

Temporary or seasonal employees shall, unless otherwise set forth in the compensation ordinance, be compensated at a rate agreed upon as appropriate by the Director ~~of Human Resources~~ and the appointing authority.

17.5 Total Remuneration

The salary rate determined for a position under these Rules shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise provided in these Rules, no employee shall receive pay from the City in addition to any compensation authorized by City Council for services rendered by the employee ~~him~~ either in the discharge of ~~his~~ ordinary duties or any additional duties which may be imposed upon the employee ~~him~~ or

which the employee ~~he~~ may undertake or volunteer to perform. No reward, gift or other form of remuneration in addition to regular compensation shall be received from any source by employees for performance of their duties. If a reward, gift or other form of remuneration is made available to any employee, it shall be credited to a designated employee's fund.

17.7 Partial Reimbursement for Purchase of Computers

(b) The City Manager may promulgate procedures and enter into any necessary contractual agreements with computer companies and with lending institutions, as necessary, to assist employees in purchasing one personal computer system; including central processing unit, monitor, keyboard, modem, one software and printer, to be used by the employee or employee's ~~his~~ immediate family member at the employee's principal place of residence. After approval of the purchase by the City Manager or ~~D~~designee, the employee may be reimbursed up to fifteen percent (15%) of the purchase price, which purchase price shall not exceed Four Thousand Dollars ($4,000). Reimbursement for a second system must be at least 36 months after the reimbursement for the previous purchase. Part time regular employees may be reimbursed at a prorated rate, based upon the ratio of the number of hours regularly worked per week by the employee to full time hours for the position, as may be determined to be appropriate by the City Manager or the City Manager's ~~his~~ ~~D~~designee.

17.8 Internet Service Allowance

In recognition of the benefits accruing to the City described in Merit Rule 17.7 from employees having computer competency and access, subject to budgetary limitations, the City Manager may authorize the payment of an allowance for up to fifty employees to defray the cost of maintaining Internet service access for the employee's home. The allowance shall be equal to the amount of the monthly cost of the Internet access service to the employee, up to a maximum of Forty Dollars ($40.00) per month. The City Manager may prescribe other conditions of eligibility for and payment of the allowance as ~~he~~ the City Manager deems necessary and appropriate.

18.1 Entrance Salary Rates

(b) Starting Rate on Return to Duty

When an employee returns to duty in the same class of position after a separation from the City service of not more than one year, which separation was not due to circumstances detrimental to the best interests of the City, such employee shall receive the amount set forth in the same step as the employee ~~he~~ was at immediately prior to the separation. An Employee returned to duty at the same step which the employee ~~he~~ received at the time of separation shall remain

thereat for at least such period as is normally required for advancement to the next full step.

An exception will be made if the employee, who is returned to duty, has voluntarily terminated their employment and was reinstated within the same calendar month and year of their termination. In such cases, the employee's increment/evaluation date shall remain the same as it was upon termination unless the employee has a break in service of more than one calendar day.

(c) Starting Rate on Return from Military Service

In the event of the return to duty of an employee who left the City service as a result of being inducted into the Armed Forces, the normal procedure shall be to place the employee ~~him~~ in the step of the salary range of the previously held position which in the normal course of events the employee ~~he~~ would occupy had the employee ~~he~~ not left the City service.

In specific circumstances, upon recommendation of the Department Head and approval of the Director of Human Resources, the returning employee may be granted the same salary rate the employee ~~he~~ received at the time of the ~~his~~ induction or a higher rate of the range for the employee's ~~his~~ classification than the employee ~~he~~ would probably have occupied had the employee ~~he~~ not left the City service but stayed on receiving only the standard annual increments. In no case, except by voluntary action, shall ~~he~~ the employee be returned at a lower salary than the employee ~~he~~ was receiving at the time of the ~~his~~ induction.

In specific circumstances, when due to the interim experience and training of the employee returning from military service, said returning employee may be placed without competitive examination in a position of a higher classification than that which the employee ~~he~~ previously occupied; provided however, that the employee ~~he~~ possesses fully the qualifications of that class.

(d) Starting Rate on Return to a Classified Position From an Unclassified Position

Any employee who has left a classified position to accept an unclassified position, and who subsequently is reinstated in the position previously held by the employee ~~him~~ or some other similar position for which the employee ~~he~~ is fully qualified, shall be entitled to the same rate of salary the employee ~~he~~ was receiving upon entrance into the unclassified position or a higher rate of the range for the employee's ~~his~~ classification if such action is deemed by the Director to be in the best interest of the City.

(e) Rate of Pay on Demotion

Whenever an employee is demoted to a position for which the employee ~~he~~ is

qualified, the employee ~~he~~ shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. In instances of voluntary demotion, the Director ~~of Human Resources~~ may approve a higher starting rate when good cause exists to do so.

(h) Rate of Pay on Reallocation

In the event of the reallocation of a position to a class which is at a higher grade level, the employee concerned shall normally be paid at the same rate in the employee's ~~his~~ new pay grade or if no rate of the new range is the same, at the lowest rate of the new range which is above the employee's ~~his~~ former rate; provided however, the new rate of pay shall not be less than two and a half percent (2.5%) of the employee's base rate at the time of the reallocation, except an employee placed at the top step in the new pay grade through the reallocation may realize less than the two and a half percent increase of base rate but shall not exceed the pay grade. The Director may approve a pay rate upon reclassification greater than 2.5%, provided it is within the salary range. In the event of reallocation of a position to a class which is at a lower grade level, the employee concerned shall continue at the higher pay grade and shall be entitled to all benefits and pay associated with such pay grade until the employee vacates the position by transfer, promotion, demotion, or separation from the City service.

18.2 Advancement within a Salary Range

(a) Any employee may advance to the next step within a salary range when all of the following conditions have been met: (1) when the employee ~~he~~ holds an appointment to a regular position, (2) when such an increase will not exceed the maximum rate for the grade, (3) when at least a year of continuous service has elapsed since the employee's ~~his~~ most recent merit increase, promotion or demotion for cause, or hire date (an employee may be advanced in less than one year for reasons approved by the City Manager), (4) when the Department Head certifies that the employee has met prescribed standards of performance established for the department and recommends in writing advancement to the next higher rate, and (5) when the City's approved annual budget authorizes funding for annual step increases. Periods of unpaid leave, including leave pursuant to Merit Rule 27, taken in excess of ten days shall extend the one-year elapsed continuous service time requirement referenced in the preceding subparagraph 18.2(a) (3) above by the length of such unpaid leave.

(b) Anniversary Date for Pay Advancement - Anniversary dates for review and advancement within the pay range for the position shall be the actual date of promotion, employment, or the beginning of a prescribed training program such as a police academy or other extensive training program. Salary changes shall be effective the first day of the pay period. An employee's anniversary date may

be changed when a new or revised pay plan results in the employee receiving an added benefit which the employee ~~he~~ would not have received under normal operation of the previous plan.

18.3 Recommendations for Salary Advancement Within Range

The head of the department or office concerned shall recommend in writing to the Director the advancement in salary of each employee in the ~~his~~ department who has met the requirements for pay advancement. In the case of an advancement upon completion of the probationary period, the recommendation shall include the certification that the probationary period has been successfully completed. In the case of subsequent advancements within the range, the recommendation shall include a certification that employee's service has been entirely satisfactory for at least six months immediately prior to the effective date of the recommended advancement in salary or wage or outstanding service for a year, as the case may be.

19.5 Employee Performance Incentive Programs

(b) Such programs shall be subject to any applicable budgetary limitations on available funds, including approval as a part of the department's annual budget, and any such incentive compensation shall be in addition to an employee's regular base pay for the employee's ~~his~~ job position. Any individual incentive payment or payments to an employee under any such program shall also not exceed the total gross amount of One Thousand Five Hundred ($1,500.00) per year, without City Council approval for payment of a higher amount.

20.1 Compensation for Absence on Holidays

All regular employees of the City, except those granted additional vacation in lieu of holidays, shall receive normal compensation for the ten ~~nine~~[2] legal holidays listed below and any other day or part of a day during which the public offices of the City shall be closed by special proclamation of the Mayor with approval of the City Council. Regular full-time and regular part-time employees working less than forty (40) hours per week shall receive compensation in proportion to the average number of hours normally scheduled to work. Legal holidays to be observed are:

January 1 - New Year's Day
Third Monday in January - Martin Luther King Day

~~2 General Ordinance 6701 amended Merit Rule 20.1 to add Juneteenth as an additional holiday. However, General Ordinance 6701 also contains a scrivener's error in that it indicates there are "nine" legal holidays when, with the addition of Juneteenth, there are actually "ten" legal holidays recognized by the City.~~

Third Monday in February - President's Day
Last Monday in May - Memorial Day
June 19 - Juneteenth
July 4 - Independence Day
First Monday of September - Labor Day
November 11 - Veterans Day
Fourth Thursday of November - Thanksgiving Day
December 25 - Christmas Day

Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-four hour shift) per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which shall be taken by the end of the last full pay period of the calendar year or will be forfeited. During an employee's first year of employment, floating holidays will be provided at the time of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, CTL & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

It shall be the policy of the City to ensure that all regular employees enjoy the same number of legal holidays each year. The standards shall be the number of holidays in a particular year which will be celebrated by regular employees working a 40-hour week, Monday through Friday. For this group when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the employee shall be allowed another day off as designated by the Department Head under general regulations established by the City Manager.

For regular employees whose work week is other than Monday through Friday, the Department Head shall designate the work day that shall be observed.

Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday.

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of the employee's ~~his~~ department or agency. Employees are not eligible for payout of an unused Pin Day upon termination or retirement.

21.1 Vacation Leave

(a) Every officer and employee in the City service holding a regular status position shall be allowed annual vacation leave with pay as hereinafter set forth in this article:

Vacation leave shall accrue ~~be granted~~ on the basis of the number of regularly scheduled hours in the standard work or duty week to which the employee is assigned ~~at the time of his vacation~~. For the purposes of this paragraph and for all employees other than Fire personnel on a 24-hour shift assignment, "standard work or duty week" shall be the employee's regularly scheduled weekly hours, except in no case shall it be more than 40 hours (even if the employee works or is scheduled to work more than 40 hours). Employees shall accrue, up to the maximum amounts set forth in subparts (g) and (h) below, vacation time for each pay period of employment at a rate of 1/26 times the number of vacation hours per year to which the employee is entitled to earn. Employees shall be entitled to earn the following number of vacation hours per year: ~~E~~employees with less than seven ~~eight~~ (7~~8~~) years of continuous service with the City shall earn annually ~~be allowed~~ vacation leave in the amount ~~at the rate~~ of two times the number of hours in their standard work or duty week;~~.~~ ~~E~~employees with seven ~~eight~~ (7 ~~8~~), but less than fifteen ~~sixteen~~ (15 ~~16~~) years of continuous service shall earn annually ~~be allowed~~ vacation leave in the amount ~~at the rate~~ of three times the number of hours in their standard work or duty week;~~.~~ and ~~E~~employees with fifteen ~~sixteen~~ (15 ~~16~~) or more years of continuous service shall earn annually ~~be allowed annual~~ vacation leave in the amount ~~at the rate~~ of four ~~(4)~~ times the number of hours in their standard work or duty week. ~~Employees shall accumulate vacation time for each week of employment at a rate of 1/52 times the number of vacation days per year to which the employee is entitled.~~

Notwithstanding the above, the City may stop the accrual of vacation in certain instances, such as when an employee is on or takes an unpaid leave of absence that is ten days or longer, or when an employee is allowed to take paid leave prior to a planned retirement date.

(c)

(4) (aa)

(II) If the accrued balance amount described in subsection (aa)(I) above is greater than the accrual maximum amounts set out in the subsection (bb) below for the employee's position, such balance amount shall also become the employee's maximum continuous operation holiday leave accrual amount allowed at the end of each subsequent calendar year. If the accrued balance amount described in subsection (aa)(I) above is less than the said subsection (bb) amount, the employee may accrue

hours up to the maximum for ~~his~~ the employee's position as set out in subsection (bb) below.

(III) Said accrued leave for employees hired prior to July 1, 2004, as described in subsection (aa)(I) above, over the balance amount described in subsection (bb) below for the employee's job position shall be paid at time of separation at the employee's base rate of pay for ~~his or her~~ the employee's job position as of December 31, 2004. Base rate of pay is defined as the pay for the employee's regular position, which excludes out-of-title or temporary appointment pay.

(dd) Any sell back by an LES employee of any continuous operation holiday leave on or after January 1, 2005, shall also reduce the employee's maximum accrual amount to be paid at time of separation by the amount of such hours sold back. For employees hired prior to July 1, 2004, any such sell back on or after January 1, 2005, shall be paid at the employee's base rate of pay for ~~his or her~~ the employee's job positions of January 1, 2005.

21.2 Sick Leave

(b) Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay, and for authorized leaves without pay for not over 10 days in any one calendar year, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation herein provided. The City may stop the accrual of sick leave in certain instances, such as when an employee is on an unpaid leave of absence of over 10 days, or when an employee is allowed to take paid leave prior to a planned retirement date.

(c.2) The Department Head shall have the right to require an employee, who has informed ~~him~~ the City of the employee's non-duty connected injury or disability and who continues to work, to obtain a doctor's certificate that the employee is capable of performing the tasks required of the employee without danger to the employee's health or, in the case of a pregnant female, without danger to the employee's health and the fetus' health when the Department Head has reason to believe that the employee's job performance is being affected by the employee's condition. If the employee cannot provide said certificate within a reasonable time, the Department Head can require the employee to take the accrued rights provided by these rules and regulations and, upon the employee's refusal to do so, may seek the dismissal of the employee.

(e) An employee who is absent due to personal sickness or that of a family member shall inform ~~his~~ the employee's immediate supervisor prior to the start of the employee's regular scheduled shift whenever possible. When this is not

possible, the employee shall notify ~~his~~ the supervisor as soon as possible. Failure to comply with the above guidelines shall be cause for denial of pay for the period of absence. The Department Head, or designee, shall require a doctor's certificate before approving sick leave with pay of five days or more and may require a certificate in any case.

(h) Any employee who is laid off, granted leave of absence without pay or terminates employment under creditable circumstances and is later reinstated within one year, shall have available upon ~~his~~ return such unused sick leave allowance as ~~he may have~~ the employee had earned up to the time of the absence.

21.2.1 Sick Leave Redemption

(c) The employee will be paid seventy-five percent (75%) of ~~his~~ the employee's hourly pay rate at the time of the redemption request for each of the hours redeemed, and ~~his~~ the employee's accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours ~~he~~ the employee may accumulate under the first paragraph of merit Rule 21.2(a) shall also be reduced by the number of sick leave hours the employee has redeemed.

21.4 Military Induction Leave

(b) Return of Employee from Military Induction Leave

At or prior to the expiration of the military leave of absence, each regular employee shall inform ~~his~~ the employee's supervisor of ~~his~~ the employee's willingness and ability to return to City employment and produce evidence of honorable release from military service. Notice to return by the employee and ~~his~~ reemployment must occur within the deadlines specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee's department head shall submit written notification of ~~his~~ the employee's return to the Director~~ of Human Resources~~. Rate of pay upon reemployment shall be established in accordance with Rule 18.1(c). In the event of the reinstatement of an employee who has been on military induction leave ~~he~~ the employee shall be given the position which ~~he~~ the employee would have been employed in if City employment had not been interrupted by military service as long as ~~he~~ the employee is qualified for such position. Otherwise, reemployment shall be in accordance with the procedures prescribed by the USERRA.

(c) Definitions

The term "military services", as used herein, shall include the Army, Navy, Air Force, Marine Corps, Coast Guard, Army National Guard, Air National Guard, and the United States Public Health Service commissioned corps as well as the reserve components of each of these services and any other category of persons

designated by the President of the United States in time of war or emergency.

The term “service in the military services” includes active duty, active duty for training, initial active duty for training, inactive duty training, full time National Guard duty and the period for which a person is absent for the purposes of an examination to determine ~~his~~ fitness to perform any such duty.

21.5 Military Training Leave

All officers and regular employees of the City who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of the State of Missouri at the call of the Governor and as ordered by the Adjutant General and for all periods of military services during which they are engaged in the performance of duty, in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty hours in any federal fiscal year. Before any payment of salary is made covering the period of leave, the officer or the employee shall file with the Director an official order from the appropriate military authority as evidence of such duty for which military leave pay is granted, which order shall contain the certification of the officer or employee's commanding officer of performance of duty in accordance with the terms of such order. No member of the organized militia shall be discharged from employment by the City because of being a member of the organized militia, nor shall the officer or employee ~~he~~ be hindered or prevented from performing any military service the officer or employee ~~he~~ may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing ~~his~~ service in the militia by threat or injury to the officer or employee ~~him~~ in respect to the officer’s or employee’s ~~his~~ employment. Any employee entitled to military leave pursuant to this Merit Rule shall only be charged military leave for any hours for which that person would otherwise have been required to work had it not been for such military leave. The minimum charge for military leave shall be one hour and additional charges for military leave shall be in multiples of the minimum charge.

21.7 Funeral Leave--PAT, CTL, LES, FPS, and DHS Schedules

An employee in the Professional, Administrative and Technical Schedule, the Crafts, Trades and Labor Schedule, the Law Enforcement Schedule, the Fire Protection Schedule, or the Department Head Schedule may be granted up to five (5) working days leave as needed in the event of death of a spouse, child, mother, father, or sibling, and three (3) working days leave in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, or any relative residing

permanently with and dependent upon said employee. (For purposes of this paragraph, the terms mother, father, child, sibling, grandparent or grandchildren extend to adoptive, long-term guardian or foster care, and step family relationships.) Fire employees on alternating shifts shall be allowed up to three (3) 24-hour shifts for spouse, child, mother, father or sibling, and two (2) 24-hour shifts for other relationships defined above under this provision. Employees may be granted up to one (1) day or up to an additional one-half shift per year for employees on 24-hour shifts as funeral leave in the event of the death of a spouse's grandmother or grandfather or for an employee's minor child's grandmother or grandfather. In the event the additional one-half shift is requested, fire employees on alternating shifts, may elect to utilize other eligible leave accruals for the remaining one-half shift. Employees may be granted up to four (4) hours leave to act as a pallbearer for a person who was a City employee at the time of ~~his~~ death, except that such leave shall not be granted to honorary pallbearers nor to more than six (6) employees at any one time. Funeral leave when authorized pursuant to this paragraph, shall not be deducted from either sick leave or any other authorized leave. The City Manager, or ~~his~~ designee, has ~~may, in his~~ the discretion~~,~~ to also approve funeral leave requests for employees, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for funeral leave for relatives or relations not listed above shall be communicated by supervisory personnel to the employee's department head for consideration. The department head shall communicate the request with recommendation for approval or disapproval to the City Manager or the City Manager's ~~his~~ designee. The employee shall be notified of the City Manager's or ~~his~~ designee's decision as soon as possible. In the event an employee elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

21.9 Absence Without Leave

An employee who is absent from duty shall report the reason therefor to ~~his~~ the employee's supervisor prior to the start of the employee's regular scheduled shift whenever possible. When this is not possible, the employee shall notify ~~his~~ the employee's supervisor within 30 minutes from the start of ~~his~~ the employee's regular scheduled shift except in situations when an emergency occurs, in which case the employee shall notify ~~his~~ the supervisor as soon as possible. Unauthorized and/or unreported absences shall be absence without leave and deduction of pay shall be made for the period of absence.

22.2 Disability Pay

An employee, regardless of status, who is off work due to an injury determined to be eligible for benefits under Workers' Compensation shall receive, during the

healing period two-thirds (2/3) of ~~his~~ the employee's average weekly wage in the form of non-taxable income, after the three-day waiting period, to be paid directly by the City's Workers' Compensation Third Party Administrator and in accordance with Missouri State Statute. Regular status employees, who have not reached maximum medical improvement, shall receive make-up pay, paid directly by the City, for a period not to exceed twenty-six (26) weeks, so that such employee draws the usual net pay during the healing period for injuries eligible for benefits under Workers' Compensation.

22.5 Life Insurance - Bomb Squad, Water Rescue, and Hazardous Materials Teams

The City shall purchase as part of the regular compensation for each Fire Department employee who is a member of the Bomb Squad, Water Rescue, or Hazardous Materials Teams, a life insurance policy in the amount of not less than Fifty Thousand Dollars ($50,000) and not more than One Hundred Thousand Dollars ($100,000) to cover the employee while engaged in their assigned duties; provided, however, in no event shall the City be legally liable to the employee, ~~his~~ the employee's heirs or any other person in the event such insurance cannot be purchased or in the event such insurance is not in full force and effect for any reason whatsoever. Employees shall designate in writing the beneficiaries to be shown on the policy.

23.2 Employee Requests for Classification and Pay Adjustments

Any employee shall have the right to the consideration of any request ~~he~~ the employee may have with respect to the application of the Classification and Compensation Plans to ~~his~~ the employee's position. The employee shall initially make the ~~his~~ request through ~~his~~ the employee's supervisor or to the Department Head who shall promptly seek to arrive at a solution which is consistent with the Plans and acceptable to the employee. Where the Department Head is unable to resolve such a request in the manner that the employee is willing to accept in writing, the matter shall then be submitted to the Director of Human Resources for a solution which is consistent with the Plans. In case the employee's request is justified and cannot be so resolved, such request, with the recommendation of the Director of Human Resources, shall be submitted for consideration and action by the City Manager.

24.2 Allowances for the Use of Privately Owned Vehicles on City Business

Employees using their private vehicles in the conduct of City business shall receive such payments to cover depreciation, liability, insurance, tires, gasoline, oil, anti-freeze, repairs, etc., as provided by reasonable regulations established by the City Manager. In lieu of the above, the City Manager may, in the City Manager's ~~his~~ discretion, grant to any upper level management position the City Manager ~~he~~ deems appropriate, including but not limited to the Assistant/Deputy

City Managers, and Department Heads/Directors, and Assistant Department Heads/Directors, a monthly mileage allowance not to exceed Four Hundred and Thirty Dollars ($430.00), which may be paid in whole or in part ~~a lump sum~~ on an annual basis at the discretion of the City Manager or controlling administrative board. The City Manager shall also receive the mileage allowance authorized herein.

24.3 Allowances for Loss of Personal Belongings in Service-Connected Accident

When an employee suffers the damage or loss of wearing apparel or other personal effects necessary to the performance of the employee's ~~his~~ duty, and the damage or loss is as the result of a service-connected accident~~s~~, the employee ~~he~~ shall immediately report same on an accident report form. Determination regarding payment for costs incurred as a result of such accident shall be made by the Director ~~of Human Resources~~ on advice of the Department Head, after consultation with the City Attorney and City Manager as appropriate.

24.5 Allowance for Commissioned Police Employees Residing in CDBG Areas

(a) Sworn and commissioned members of the Police Department may receive an additional amount in gross compensation, as set out in subsection (b) below, provided funds have been appropriated and made available for this purpose by the City Council in its budget for any given fiscal year, for any full month in which they principally reside in a residence the member either owns or rents within a designated Community Development Block Grant (CDBG) area inside the Springfield city limits after the effective date of this Rule. The City Manager may institute rules, conditions and other related policies as the City Manager ~~he~~ may determine to be necessary to implement and administer this allowance, which the City Manager ~~he~~ may amend at any time, without prior notice, in the City Manager's ~~his~~ discretion.

(c)

(3) Failure of the employee to follow these requirements and the other terms and conditions of the program may result in the discontinuance of the employee's receipt of any future payments under the program, and in possible disciplinary action under these Merit Rules. The employee shall also be required to reimburse the City for any allowance amounts paid to the employee for which the employee ~~he~~ was not eligible.

24.6 Communications Allowance

The City Manager, or the City Manager's ~~his~~ designee, is hereby authorized to approve a Communications Allowance of up to $70 per month for those personnel deemed by Management be appropriate personnel for the receipt of a Communication Allowance. The allowance shall be set annually by an Administrative Memo published on or before July 1, of the new fiscal year.

25.3 Additional Coverage

Nothing herein shall be taken to prohibit individual employees from contributing additional sums to the insurers to provide additional or other health and medical coverages. In accordance with previous policies of the City, the City will withhold, upon authorization of the employee, from the employee's ~~his~~ wages such additional sums making payment to the insurers on the employee's ~~his~~ behalf for such additional coverage.

25.4 Cafeteria Plan

(b) Participation

An eligible employee will become a participant on the date the eligible employee ~~he~~ elects to participate. An employee must elect to participate within 30 days after becoming eligible to participate or within 30 days prior to the commencement of the Plan year.

Approximately 30 days prior to the commencement of each Plan year, the Administrator shall provide one or more written election forms and compensation reduction agreements to each participant and to each other employee who is expected to become a participant at the beginning of the Plan year. Each participant who desires one or more optional benefit coverages for the Plan year shall so specify on the appropriate election form or forms and shall agree to a reduction in ~~his~~ compensation. The amount of the reduction in the participant's compensation for the Plan year for each optional benefit that is elected by the participant shall equal the participant's share of the cost of each optional benefit elected by the participant and shall be adjusted automatically in the event of a change in such cost. The amount of the reduction in the participant's compensation for the Plan year for the optional benefit shall be the amount elected by the participant, subject to the limitations of the Dependent Care Assistance Plan. Each election form must be completed and returned
to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than one week prior to the beginning of the first pay period for which the Participant's compensation reduction agreement will apply.

26.4 Definitions

(g) Out-of-Title – an employee who is not regularly assigned to a position but is temporarily working in a capacity other than the employee's ~~his~~ regularly assigned position. For purposes of this policy, employees who are working "out-of-title" in a safety-sensitive function must comply with all requirements of the Omnibus Transportation Employee Testing Act of 1991 including, but not limited to, random drug testing, post-accident testing, etc.

26.9 Rehabilitation Effort

(a) The City of Springfield offers an Employee Assistance Program (EAP) to help employees who voluntarily seek assistance for problems including, but not limited to, chemical dependency, alcohol dependency, etc. For purposes of this policy, the City's rehabilitation option is offered to ~~any~~ employees who determine~~s~~ they ~~him/herself to be~~ are in need of assistance for a controlled substance or alcohol related problem. An employee may be permitted to enter a rehabilitation facility as approved by the City of Springfield, without fear of disciplinary action being imposed. An employee who does not voluntarily seek assistance through the EAP and violates the provision of this policy has placed the employee's ~~his/her~~ employment in jeopardy.

26.13 Disciplinary Issues

(a) Unless otherwise specified in the policy, the City of Springfield's policies related to disciplinary action shall be followed when imposing discipline for violation of this policy. Employees are required to seek help for alcohol and controlled substance problems. Employees who voluntarily seek help prior to submitting to random testing for alcohol or controlled substances will not face disciplinary action for admitting ~~he/she has~~ a problem, nor for seeking treatment for such a problem. However, request for assistance after a positive alcohol or controlled substance test result is received or refusal to submit to any other testing outlined in the policy, will not be honored and the City of Springfield will take action to terminate employment. Any supervisor or manager who knowingly permits an employee to violate this policy or engage in work activity while consuming alcohol or a controlled substance or fails to enforce this policy, shall be subject to immediate termination from employment.

28.3 Employee Use of Leave Time While Seeking and Receiving Treatment Through the EAP

Employees who are receiving treatment for substance abuse problems through the EAP are entitled to use all forms of accumulated leave time available to them, including sick leave, vacation time, and compensatory time. Should an employee who is receiving treatment through the EAP prefer to take a leave of absence without pay rather than utilize accumulated leave time, or should an employee exhaust all available leave time prior to receiving medical clearance to return to ~~his/her~~ work duties, the employee must request a leave of absence without pay in accordance with the Merit Rules and Regulations. Such a request will be considered in light of all the circumstances of the case, including but not limited to, the manpower needs of the affected City department, the medical needs of the employee, and the degree of good faith effort displayed by the employee in dealing with the ~~his/her~~ problem. Nothing herein shall be construed to require that a leave of absence without pay must be granted in such cases, subject to

other legal rights of the employee and provisions of the Merit Rules.

28.4 EAP Records Confidentiality

All information regarding voluntary and mandatory referrals to the Employee Assistance Program shall be confidential. Records of the EAP shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential file that will be securely kept by the administrator of the EAP under the supervision of the Director of Human Resources. The administrator is authorized to release the contents of the confidential folder only on a strict need-to-know basis to management-level members of the staff of the City Manager, the Human Resources Department, the Law Department, and the employee's department; to the City Council upon request of the Council; and to the employee upon written request. Disclosure without employee consent is also authorized if: (a) production of the information is compelled by law or by judicial or administrative process; (b) the information has been placed at issue in a formal dispute between the City and the employee; (c) the information is to be used in administering an employee benefit plan; (d) the information is needed by medical personnel for the diagnosis or treatment of the employee and the employee ~~he~~ is unable to authorize disclosure.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 149

FILED: 06-07-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending portions of the Merit Rules for multiple purposes, including but not limited to the following: amendments to further the City's diversity and inclusion goals; to clarify certain provisions within the Merit Rules and assure internal consistency as well as consistency with the City's Code and Charter; to update the City's policy regarding hiring of relatives of employees; to correct a previous scrivener's error; and amend the Merit Rules on vacation and sick leave.

BACKGROUND: Proposed changes to the Merit Rules are recommended to further the City's diversity and inclusion goals and align with the City's existing commitment to diversity and inclusion, as well as provide clarification, align language to mirror current protocols, improve existing processes to gain efficiencies, and make changes to certain pay and benefits policies.

The primary focus of recommending updates to language throughout the Merit Rules is to be more inclusive and thereby align with the City's commitment to and value of diversity and inclusion. Specific pronoun references have been removed from the language to accomplish this goal.

Additionally, the following Merit Rules are recommended for amendment and clarification:

5.3 – Filing Applications – The recommended change provides clarity that the requirements to meet minimum qualifications in 5.3 do not negate the exception in 5.2 whereby an applicant who will meet minimum education or experience qualifications within six months can still be considered and participate in the selection process.

6.4(c) – Duration of Registers – Clarifies and aligns the definition of an Exhausted Register with the definition in Rule 1.

11.4 – Relatives – Updates the City's policy regarding hiring of relatives to clarify step relatives are included in the definition of "immediate family." In addition, this updates the City's policy to allow more than three immediate family relatives to work for the City if they work in different departments.

12.6 – Resignations – Updates the City's policy to align with current best practices and organization consistency for the Director of Human Resources to approve specific instances relating to eligibility for rehire.

15.4 (c and e) – Records of the Department of Human Resources - clarifies the City's policy and requirements for open and closed personnel records.

21.1 (a) – Vacation Leave – The recommended changes are designed to clarify the City's policies for vacation leave accruals.

21.2 – Sick Leave – The recommended changes are designed to clarify the City's policies for sick leave accruals.

The proposed changes to Merit Rules 1 through 16 and 23 through 26 that fall under the jurisdiction of the Personnel Board were presented to the Personnel Board for review and consideration at its May 5, 2022, administrative meeting. The Board voted unanimously to approve the recommended changes and to forward to City Council for consideration.

REMARKS: The City's Human Resources staff recommends the amendments to the Merit Rules as contained in this Council Bill. The proposed changes will update language in the Merit Rules to further the City's goals on diversity and inclusion, update City policies to provide increased clarity, improve city processes, and make clarifications to pay and benefits Merit Rules to align with current policies.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed 06-07-22

Sponsored by Ollis

First Reading _____ Second Reading _____

COUNCIL BILL 2022-150 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City and SPOA are the parties to a certain Collective Bargaining Agreement effective July 1, 2021 (the "CBA"); and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City; and

WHEREAS, the SPOA requested limited changes to Section 2.2 "Dues & Payroll" of the CBA to expand the payroll deductions to include certain non-bargaining unit members (recruits and probationary lateral hires at the officer, corporal or sergeant positions) and the SPOA's new short term disability program; and

WHEREAS, the City's team was agreeable to amending Section 2.2 "Dues & Payroll" and reached a tentative agreement with the SPOA to enter into the Fourth Amendment to the CBA to amend Section 2.2 "Dues & Payroll," said tentative agreement being subject to approval by City Council; and

WHEREAS, the proposed Fourth Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – Having reviewed and considered the proposed Fourth Amendment to the CBA, which is attached hereto and incorporated herein as “Exhibit 1,” City Council hereby approves entering into the Fourth Amendment as a binding amendment to the CBA.

Section 2 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Fourth Amendment to the CBA to the SPOA, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 150

FILED: 06-07-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department to provide for updates to the Collective Bargaining Agreement requested by the SPOA regarding payroll deductions; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department. The current collective bargaining agreement ("The SPOA Collective Bargaining Agreement") was entered into on July 1, 2021. "Exhibit 1," attached to the proposed ordinance, reflects the Fourth Amendment to The SPOA Collective Bargaining Agreement and amends Section 2.2 "Dues & Payroll."

The Fourth Amendment is a result of changes requested by the SPOA that the City's team found agreeable. The remainder of the Sections of the Collective Bargaining Agreement shall remain unchanged. This Fourth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Section 5.03 thereof.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. It is respectfully requested that City Council approve this Fourth Amendment to The SPOA Collective Bargaining Agreement.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

FOURTH AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

THIS FOURTH AMENDMENT ("Fourth Amendment") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SPRINGFIELD POLICE OFFICER'S ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22 ("SPOA").

Whereas, the City and SPOA are parties to a July 1, 2021, CBA, regarding the bargaining unit defined in the CBA and the CBA was previously amended by First and Second Amendments, with the proposed Third Amendment currently pending City Council approval; and

Whereas, the SPOA has requested that the City agree to amend the language in Section 2.2 "Dues & Payroll Deduction" as the SPOA is seeking to allow payroll deductions for costs associated with the SPOA's short term disability program and to allow certain non-bargaining unit members, including recruits and lateral hires, to be allowed to authorize payroll deductions for dues and the SPOA's voluntary Dental, Vision, Short Term Disability, Chiropractic, and Life Insurance programs; and

Whereas, the City is amenable to making these requested changes;

Now therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council, the parties agree to amend section 2.2 "Dues & Payroll Deduction" of the CBA, as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)* and to be effective upon execution:

2.2 Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a *recruit, officer, corporal, or sergeant (including such employees that are probationary employees),* ~~bargaining unit member~~ to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, *Short Term Disability*, Chiropractic and Life Insurance programs, There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

_____
Andrew Zinke, President
SPOA 22

_____
Date

_____
Jason Gage, City Manager

_____
Date

Certification that this Fourth Amendment to the July 1, 2021, SPOA CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____
David Holtmann, Director of Finance

Approved as to form:

_____
City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-07-22

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-151 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2022-2023; accepting the bid of Ewing Signal Construction, LLC, in the amount of $209,988.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

_____

WHEREAS, the City annually bids for the maintenance of traffic signal infrastructure to supplement the City's maintenance responsibilities; and

WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and responsible bidder for the proposed Annual Maintenance Contract; and

WHEREAS, bids for said Contract were solicited by advertisement in *The Daily Events* from April 22, 2022, through April 26, 2022, and bids were opened on May 17, 2022, with one bid received.

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

Section 1 – City Council hereby approves and accepts the bid of Ewing Signal Construction, LLC, at the price and sum of $209,988.50, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2022-2023 with said bidder, in substantially similar form to the document attached hereto and incorporated herein by this reference as "Exhibit 1," or in a form approved by the City Attorney or her designee, in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as "Exhibit 1," shall be paid a wage of no less than the prevailing hourly rate of wages for

work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 151

FILED: 06-07-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2022-2023; accepting the bid of Ewing Signal Construction, LLC, in the amount of $209,988.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

BACKGROUND INFORMATION: The City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. The Agreement ("Exhibit 1") continues the City's practice, since 1999, of securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Bids were solicited by advertising in *The Daily Events* from April 22, through April 26, 2022. Bids were opened on May 17, 2022, at 10:30 a.m., with one bid received. The bid and Engineer's Estimate amounts are listed below:

Contractor	Bid Amount
Ewing Signal Construction, LLC	$209,988.50
Engineer's Estimate	$214,092.50

Total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. The bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program and is already budgeted.

Supports the following 2022 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

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

Submitted by:

Kirk Juranas,
Assistant Director of Public Works

Recommended by:

Dan Smith,
Director of Public Works

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD	**NAME:** **EWING SIGNAL CONSTRUCTION, LLC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1730 N. GREGORY**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: (417) 864-1167 FAX: (417) 864-1176	**PHONE:** **(417) 724-9405**
ATTN: TOM DANCEY, P.E., PTOE	**FAX:** **(417) 724-9929**
DEPT.: PUBLIC WORKS – TRANSPORTATION MANAGEMENT	**ATTN:** **DAVID EWING**

AGREEMENT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Annual Maintenance Contract for Traffic Signals FY 2023

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, and to achieve Substantial Completion within the time schedule established in "Attachment A" in the form of Proposal from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract. This contract will remain in effect through June 30, 2023.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate

insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

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

e. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $209,988.50 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and

material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **Two Hundred Dollars ($200) per day** for each and every calendar day, or **One Hundred Dollars ($100) per hour** in the case of Emergency Call Out, that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor’s failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Hundred Nine Thousand Nine hundred Eighty Eight Dollars and Fifty Cents ($209,988.50)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

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

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

27. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

28. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

29. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

REVIEWED BY:

_____ **RECOMMENDED BY:**

_____
Director of Public Works or Acting Director

By: _____
City Manager or his/her designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

Attachment "A"

A. Time allowed for signal maintenance items under this contract shall be computed in the following manner:

When the Engineer determines that a condition exists for work within the scope of this contract, the Engineer shall notify the Contractor in writing of such condition. Said Notice to Proceed may be delivered in person to the Contractor or through the mails. Each item, or group of items, shall be assigned a particular number of calendar days for completion. Days shall begin on the date designated in the Notice to Proceed. The Engineer shall determine the number of days necessary to complete work not specifically addressed in this exhibit, or in combination with items listed below, with the Engineer's decision being final.

B. "DAY" is herein defined to be any weekday, Monday through Friday.

C. Liquidated damages, if necessary, shall be computed as designated in Special Provision No. 5.

COMPETION DAYS FOR SIGNAL MAINTENANCE

REMOVALS

Items 1 – 6, Pull Boxes	5 Days
Items 7 – 13, Bases (includes installation of new base)	7 Days
Items 14 – 16, Concrete Work	Incidental in combination with other work
Items 17 – 18	To be determined by the ENGINEER

INSTALLATION

Item 1 - 2, Concrete for Bases, Controller & Posts	7 Days
Items 3 – 5, Pull Boxes	5 Days
Items 6 – 15, Conduit	To be determined by the ENGINEER
Items 16 – 19, Power	To be determined by the ENGINEER
Item 20, Battery Backup System	Mutually agreed upon by the CONTRACTOR and ENGINEER

Items 21 – 22,	1-6 Loops 7-12 Loops 13 or more loops	5 Days 12 Days 5 additional days for each group of six loops
Items 23 – 34, Cable		To be determined by the ENGINEER
Items 35 – 37, Concrete Work		Incidental in combination with other work
Item 38, Install CU Provided Materials		Incidental in combination with other work
Item 39, Supply / Install Other Specified Items not Listed		To be determined by the ENGINEER
Item 40, Emergency Call-Out Response		Mutually agreed upon by the CONTRACTOR and ENGINEER
All other Items		To be determined by the ENGINEER

One rdg. _____
P. Hrngs. _____
Pgs. 47
Filed: 06-07-22

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 152 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING the HOME-American Rescue Plan Allocation Plan to utilize the HOME-American Rescue Plan grant of $3,805,703; amending the Fiscal Year 2021 Annual Action Plan to incorporate the HOME-American Rescue Plan Allocation Plan; and authorizing the City Manager, or his designee, to enter into any necessary agreements and exercise any necessary power to select and implement projects for funding pursuant to the HOME-American Rescue Plan Allocation Plan after the United States Department of Housing and Urban Development approves the plan.

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") required the United States Department of Housing and Urban Development ("HUD") to allocate ARPA funds to eligible government organizations using an allocation method similar to that which provides the City with its annual HOME grant allocation; and

WHEREAS, the City accepted $3,805,703 in HOME-American Rescue Plan ("HOME-ARP") grant funds; and

WHEREAS, to receive the HOME-ARP funds, the City must prepare a HOME-American Rescue Plan Allocation Plan ("Allocation Plan") for distributing the funds, and HUD must approve the Allocation Plan; and

WHEREAS, City Council must approve the Allocation Plan before its submittal to HUD.

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

Section 1 – City Council hereby adopts the HOME-ARP Allocation Plan set forth in "Exhibit A," which is attached hereto and incorporated herein, to utilize the HOME-ARP grant of $3,805,703, and amends the Fiscal Year 2021 Annual Action Plan to incorporate the Allocation Plan.

Section 2 – City Council hereby authorizes the City Manager, or his designee, after HUD approves the Allocation Plan, to enter into any necessary agreements and exercise any necessary power to select and implement projects for funding pursuant to the Allocation Plan, provided that any agreements or documents executed pursuant to this authority are in a form approved by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 152

FILED: 06-07-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt the HOME-American Rescue Plan ("HOME-ARP") Allocation Plan to utilize the HOME-ARP Grant of $3,805,703 accepted under Special Ordinance 27599 prior to submission to the U.S. Department of Housing and Urban Development ("HUD") for final approval; incorporating the HOME-ARP Allocation Plan by amendment to the HUD Fiscal Year 2021 Annual Action Plan; authorizing the City Manager, or his designee, to enter into any necessary agreements and exercise power necessary to select and implement any projects for funding following HUD approval of the Allocation Plan in accordance with the current and any future HUD guidance regarding the HOME-ARP Grant program.

BACKGROUND: The American Rescue Plan Act of 2021 ("ARPA") required HUD to allocate funds to eligible government organizations. HUD subsequently developed the new HOME-ARP Grant. On September 13, 2021, HUD issued new regulations and guidance on the use of HOME-ARP funds in HUD CPD Notice 21-10. The City accepted the above $3,805,703 HOME-ARP allocation by Special Ordinance 27599 on November 15, 2021.

The HUD HOME-ARP Grant guidance limited the use of funds to six types of activities:

- Grant Administration and Planning
- HOME-ARP Rental Housing Development
- Tenant-Based Rental Assistance
- Supportive Services for Qualifying Populations
- Non-Congregate Shelter Acquisition and Development
- Non-profit Agency Operating Expenses and/or Capacity Building Assistance for HOME-ARP related activities.

The HUD HOME-ARP Grant Guidance specified that the funds be used for specifically defined Qualifying Populations (QP's):

- Homeless
- At-risk of Homelessness
- Fleeing, or Attempting to flee, Domestic Violence, Dating Violence, Sexual Assault or Human Trafficking
- Other Families Requiring Services or Housing Assistance to Prevent Homelessness or that are at great risk of housing instability

The HUD HOME-ARP Guidance required documentation of an extensive consultation process in preparing the Allocation Plan. The purpose of the consultation was to assess the needs and gaps in funding for the eligible activities. The Allocation Plan ("Exhibit A")

includes the details of that consultation process that supports the funding allocation proposal:

- HOME-ARP Rental Housing Development $1,000,000
- Non-Congregate Shelter Acquisition and Development $2,215,703
- Supportive Services for Qualifying Populations $ 400,000
- Administration and Planning $ 190,000

Additional public comment has been sought via a public hearing of the Citizen's Advisory Committee for Community Development on May 23, 2022.

HUD requires that the Allocation Plan be submitted as an amendment to the Fiscal Year 2021 Annual Action Plan that implements the annual Community Development Block Grant ("CDBG") and the HOME Investment Partnerships Grants.

REMARKS: HUD is expected to review the allocation plan as an amendment to our Fiscal Year 2021 Annual Action Plan which allows them an abbreviated review period and prompt release of the grant funds.

Submitted by:

Bob Jones, Grants Administrator

Recommended by:

Susan M. Instenes, AICP
Director

Approved by:

Jason Gage, City Manager

Exhibit A

City of Springfield, Missouri

HOME-ARP Allocation Plan

City of Springfield
Planning and Development Department
Busch Municipal Building
840 Boonville Avenue
Springfield, MO 65802

www.springfieldmo.gov

City of Springfield, Missouri
HOME-ARP Allocation Plan

Introduction

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, which provides federal funding to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

In September 2021, the U.S. Department of Housing and Urban Development (HUD) announced the allocation to the City of Springfield (City) of $3,805,703 in a new grant called the Home Investment Partnerships Grant, American Rescue Plan (HOME-ARP). Eligible activities include acquisition and development of non-congregate shelter, tenant based rental assistance, supportive services, HOME-ARP rental housing, administration and planning, and non-profit operating and capacity building assistance. A large portion of HOME-ARP funds must assist people in HOME-ARP "qualifying populations", which includes:

- **Homeless** (*as defined in 24 CFR 91.5*)
- **At-risk of Homelessness** (*as defined in 24 CFR 91.5*)
- **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking** (*As defined in 24 CFR 5.2003, or outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102)*)
- **Other Populations Requiring Services or Housing Assistance to Prevent Homelessness or that are At Great Risk of Housing Instability** (*As defined under section 212 (a) of NAHA (42 U.S.C. 12742(a))*)

To receive funding, the City must develop and submit to HUD a HOME-ARP Allocation Plan, which describes the distribution of HOME-ARP funds and identifies any preferences for eligible activities. The development of the HOME-ARP Allocation Plan is based on the requirements of Community Planning and Development (CPD) Notice 21-10, and must also be informed through stakeholder consultation and community engagement. The following is the City of Springfield, Missouri's HOME-ARP Allocation Plan.

This plan includes:

1. An outline of the consultation and public participation processes undertaken.
2. An assessment of the needs of qualifying populations and gaps in local housing and services systems.
3. Planned uses of HOME-ARP funds for prioritized populations and eligible activities.

The City of Springfield is part of the Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC), known as the Ozarks Alliance to End Homelessness. The OAEH was created to promote a community wide commitment to ensure any incidents of homelessness are rare, brief, and non-recurring.

Consultation

Summary of the Consultation Process

The City partners and collaborates with public and private entities, many of which are members of the Ozarks Alliance to End Homelessness, and these stakeholders were consulted during the development of the HOME-ARP Allocation Plan. These public and private partners have relevant knowledge that can speak to the needs, gaps in services, and potential activities that would best benefit qualified populations. Stakeholders consulted included those who work with families or individuals experiencing or at-risk of homelessness, fleeing domestic violence or human trafficking, and other vulnerable qualifying populations.

In the development of the HOME-ARP Allocation Plan, City staff consulted with stakeholders and asked for their input concerning the HOME-ARP grant, eligible activities, and the proposed budget.

Organizations Consulted

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Housing Authority of the City of Springfield (HAS)	Public Housing Authority – Affordable Housing Provider for those At Risk of Homelessness and At Risk of Housing Instability	December 1, 2021- On-site meeting with the Executive Director/CEO and the HAS Architect	The City Planning & Development staff consulted regarding the possible use of vouchers should the City chose to utilize its HOME-ARP funding for the development of rental housing. HAS representatives spoke in detail about a LIHTC homeless veterans' proposal.
Community Partnership of the Ozarks (CPO)	Nonprofit Contract Administrator of the Ozarks Alliance to End Homelessness (OAEH) – Continuum of Care (CoC) Springfield/Greene, Christian, & Webster Counties and a partner agency in the O'Reilly Center for Hope, working with the homeless, those At Risk of Homelessness, and those At Risk of Housing Instability	December 3, 2021 – On-site meeting with the President/CEO and the Vice President, Affordable Housing & Homeless Prevention	The City Planning & Development staff consulted largely regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan. However, the staff also asked about preference being given to selected Qualifying Populations (QPs) or subsets of QPs. Input was also sought regarding potential sources of funding that the City may be able to leverage for its HOME-ARP funding. The Ozarks Alliance to End Homelessness (OAEH) serves as the Continuum of Care (CoC) for Springfield/Greene, Christian, and Webster Counties. The City of Springfield is designated Lead Agency for the OAEH and contracts with CPO for administration of the OAEH.

Community Partnership of the Ozarks (CPO)	Nonprofit Contract Administrator of the OAEH and Administrator of the OAEH Coordinated Entry System	December 8, 2021- OAEH (CoC) Systems & Services, and OAEH Executive Board Meetings (Held Virtually) January 7, 2022 – Virtual Meeting with Director of Homeless Services January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding. The virtual meeting with the Director of Homeless Services, consisted of a discussion regarding data needs for the Needs Assessment and Gaps Analysis section of this Allocation Plan.
Missouri Department of Mental Health	State Government Mental Health Department and Homeless Services Provider	December 8, 2021- OAEH (CoC) Systems & Services Meeting (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
The Council of Churches of the Ozarks – Safe to Sleep Program	Homeless Services Provider – Emergency Women's Shelter	December 8, 2021- OAEH (CoC) Systems & Services and OAEH Executive Board Meetings (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Great Circle	Homeless Services Provider – Children & Youth Emergency Shelter	December 8, 2021- OAEH (CoC) Systems & Services and OAEH Executive Board Meetings (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.

Burrell Behavioral Health – PATH Program	Mental Health and Homeless Services Provider – Homeless Outreach	December 8, 2021- OAEH (CoC) Systems & Services, and OAEH Executive Board Meetings (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually) February 9, 2022 – Meeting with PATH (Projects for Assistance in Transition from Homelessness) Team	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Isabel's House – Crisis Nursery of the Ozarks	Crisis Nursery of the Ozarks – Works predominantly with families that are Homeless, At Risk of Homelessness, or At Risk of Housing Instability	December 8, 2021- OAEH (CoC) Systems & Services Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Victory Mission + Ministry	Homeless Services Provider – Men's Homeless Shelter and Services	December 8, 2021- OAEH (CoC) Systems & Services Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Institute for Community Alliances (ICA)	Homeless Management Information System (HMIS) Lead Agency	December 8, 2021- OAEH (CoC) Systems & Services, and OAEH Executive Board Meetings (Held Virtually) December 15, 2021 – Virtual Meeting with ICA Staff January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding. The virtual meeting with ICA staff, consisted of a discussion regarding data needs for the Needs Assessment and Gaps Analysis section of this Allocation Plan.

Family Violence Center – dba Harmony House	Domestic Violence Shelter – Provides shelter for those Fleeing or Attempting to Flee, Domestic Violence, Sexual Assault, Stalking, or Human Trafficking	December 8, 2021- OAEH (CoC) Systems & Services Meeting (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually) February 3, 2022 – Meeting with Harmony House staff (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
The Kitchen, inc.	Homeless Services Provider – Homeless Shelter Community Housing Development Organization (CHDO) - Affordable Housing Provider for those At Risk of Homelessness and At Risk of Housing Instability	December 8, 2021- OAEH (CoC) Systems & Services, and OAEH Executive Board Meetings (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Catholic Charities of Southern Missouri	Homeless Services Provider – Crisis Maternity Home for Pregnant, Homeless Women & Children and provides rent and utility assistance to those At Risk of Homelessness and At Risk of Housing Instability	December 8, 2021- OAEH (CoC) Systems & Services, and OAEH Executive Board Meetings (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.

The Salvation Army	Homeless Services and Shelter Provider and Rent and Utility Assistance – Provides Homeless Services and Shelters, and provides rent and utility assistance to those At Risk of Homelessness and At Risk of Housing Instability	December 8, 2021- OAEH (CoC) Systems & Services Meeting (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually) February 8, 2022 – Telephone call with Community Development Manager	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Gathering Friends for the Homeless	Homeless Advocate Group	December 8, 2021- OAEH (CoC) Executive Board Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Springfield/Greene County Health Department	City/County Health Department	December 8, 2021- OAEH (CoC) Executive Board Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
At Large Member of OAEH Executive Board Member	Community Member – Homeless Services	December 8, 2021- OAEH (CoC) Executive Board Meeting (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.

Vice-President of OAEH Homeless Veterans Task Force	Community Member & Veterans of Foreign Wars (VFW) Representative	January 13, 2022 – OAEH Homeless Veterans Task Force (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Webster County OAEH Executive Board Member	Community Member – Homeless Services	December 8, 2021- OAEH (CoC) Executive Board Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Springfield Community Land Trust Board (SCLT)	Community Land Trust - Affordable Housing Provider for those At Risk of Homelessness and At Risk of Housing Instability	December 21, 2021 – Springfield Community Land Trust Board Meeting (Held In Person)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Stand Against Trafficking Coalition	Domestic Violence and Trafficking Coalition – Provides services for those Fleeing or Attempting to Flee, Domestic Violence, Sexual Assault, Stalking, or Human Trafficking	January 10, 2022 – Virtual Meeting	Provided input regarding the local needs of those experiencing domestic violence and trafficking.
Springfield Housing Options Must Expand (HOME) Team	Disabilities Group	January 10, 2022 – Virtual Meeting	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding. Provided input specific to the needs of the disabled within the community.

I Pour Life	Services and Housing for those At-Risk of Homelessness, those At Risk of Housing Instability and Foster Care Youth	January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Ozarks Community Action Corporation (OACAC)	Homeless Prevention for those At Risk of Homelessness and At Risk of Housing Instability - Rent and Utility Assistance	January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
Veterans Affairs (VA)	Veterans Assistance and Housing Assistance for Homeless Veterans	January 13, 2022 - VA Meeting (Held Virtually) January 13, 2022 – OAEH Homeless Veterans Task Force (Held Virtually) January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
United Healthcare	Health Insurance Company	January 20, 2022 – OAEH General Membership Meeting (Held Virtually)	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided input regarding preference and potential sources of funding that the City may be able to use as leverage with its HOME-ARP funding.
The Gathering Tree/ Eden Village	Homeless Shelter and Permanent Supportive Housing Provider	January 21, 2022—in person meeting with COO	Provided Needs and Gaps information to transition homeless to permanent housing including support services.
Springfield Public Schools (SPS)	Public School System assisting Homeless families with school-age children	February 9, 2022—virtual meeting with 6 SPS Social Service staff members	Provided the Needs and Gaps statistics for homeless families, with 1200 students being homeless within the district based upon the McKinney-Vento Homeless definition.

National Association for the Advancement of Colored People (NAACP)	Civil Rights Organization supporting minority residents with a Homeless Subcommittee	January 11, 2022—virtual meeting with NAACP chapter president and Former president	Provided insight into homelessness for minorities and actions being taken by local organizations to assist homeless.
Rebound Foundation LLC	Non-profit Domestic Violence Support and Housing Agency	January 13, 2022—phone meeting with CEO	Provided a description of their work with DV victims to rehouse and stabilize them and provided Needs and Housing Gaps information for the qualifying population.
Mayor's Commission on Human Rights & Community Relations (MCHRCR)	Appointed City Human Rights Commission – Charged with Reviewing Fair Housing Complaints	January 19, 2022 – MCHRCR Meeting held in person	Provided input regarding the Needs Assessment and Gaps Analysis section of this Allocation Plan and best use of the HOME-ARP funding. Provided insight into homelessness for minorities and actions being taken by local organizations to assist the homeless.

TOTALS	GROUPS/AGENCIES CONSULTED		# PEOPLE
	20		109

Total Votes

15	8	9	12	6

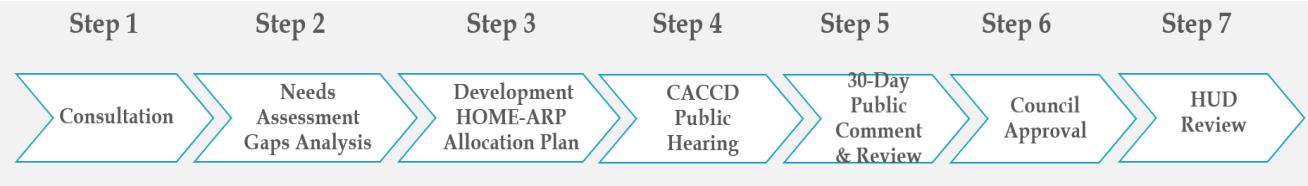
HOME-ARP GRANT CONSULTATION LOG						ELIGIBLE ACTIVITIES				
						A	B	C	D	E
No.	Agency/ Group	Date	# Participants	Represent these QP's	M M	RENTAL HOUSING	TBRA	SUPPORT SERVICES	NCS	NON-PROFIT OPER/CAPACITY
1	Housing Authority of Springfield	12/1/2021	2	Affordable Housing Provider		X	X			
2	CPO Management	12/3/2021	2	Homeless Services		X			X	
3	OAEH Systems and Services Committee	12/8/2021	13	Homeless Services	M	X			X	
4	OAEH Executive Board	12/8/2021	17	Homeless Services	M	X			X	
5	ICA Staff (HMIS manager)	12/15/2021	3	HMIS Data Base managers						
6	SCLT Board	12/21/2021	8	Affordable Housing Provider	M	X				
7	Adam Bodendieck, Director of Homeless	1/7/2022	2	Homeless Central Intake						
8	Stand Against Trafficking Coalition	1/10/2022	1	Dom. Violence & Trafficking				X	X	
9	Springfield HOME Team	1/10/2022	5	Disabilities	M	X			X	
10	NAACP	1/11/2022	2	Civil Rights			X		X	X
11	Rebound Foundation	1/13/2022	1	Domestic Violence				X		X
12	Michelle Reinmiller, Veterans Health	1/13/2022	1	Veterans						
13	OAEH Homeless Veterans Task Force	1/13/2022	12	Homeless Veterans		X		X		
14	The Gathering Tree/Eden Village	1/21/2022	1	Overnight shelter & Transitional Housing		X		X		
15	Salvation Army	2/8/2022	1	Shelter operator and Homeless service provider				X		X
16	Springfield Schools	2/9/2022	6	Public Agency supporting Homeless			X		X	
17	Burrell Mental Health	2/9/2022	6	Public Service Agency		X			X	
18	MCHRCR	1/18/2022	5	Civil Rights			X	X		
19	OAEH GENERAL MEMBERSHIP	1/20/2022	18	Homeless service provider		X			X	
20	Harmony House	2/3/2022	3	Domestic Violence		X	X			

The City staff held 20 HOME-ARP consultation sessions with a total of 109 people, groups, and organizations representing: affordable housing providers, homeless service providers, emergency shelters, HMIS database managers, the CoC homeless central intake office, disabilities providers, veterans groups, domestic violence and human trafficking groups and sheltering, the Springfield Public School system, mental health providers, civil rights groups and organizations, and other groups that work with the Qualifying Populations.

Public Participation

The City of Springfield's Planning and Development Department staff undertook a robust, comprehensive public engagement effort. The City is dedicated to engaging citizens, agencies, and local stakeholders into the process of developing effective and meaningful planning documents and processes. The City of Springfield's Citizen Participation Plan (CPP) provides clear steps for amendments. The City followed the CPP to ensure that citizen participation was encouraged.

Required Steps Development & Approval of HOME-ARP Allocation Plan



Upon the completion of the consultation process, the Needs Assessment & Gaps Analysis, and the Development of the City's Draft HOME-ARP Allocation Plan; on May 9, 2022, a news release was posted to the City's website, followed by the publication of a legal advertisement in the *Springfield News-Leader* on May 11, 2022. This notice enumerated the amount of HOME-ARP funding that the City will receive, the range of activities that were proposed to be undertaken with the HOME-ARP funding and advertised the 30-day public review and comment period, as well as the Citizens' Advisory Committee for Community Development (CACCD), and the City Council hearings regarding the subject. The Draft HOME-ARP Allocation Plan was available for a 30-day public review and comment period from May 24, 2022, through June 23, 2022. The Draft Allocation Plan was made available at the Planning & Development office at the Busch Municipal Building, at the five (5) branches of the Springfield-Greene County Library system located within the city limits, and on the City's website for the 30-day public review and comment period. The CACCD held an advertised public hearing on May 24, 2022. The Springfield City Council held an advertised first reading and public hearing on the HOME-ARP Allocation on June 13, 2022, and a second reading and final vote on June 27, 2022.

Efforts to Broaden Public Participation

The City's news release was pushed out via social media. On May 10, 2022, the local television station affiliated with NBC (KY3) ran a story on the City's Draft HOME-ARP Allocation Plan, encouraging citizens to participate in the public hearings and the 30-day public review and comment period.

Pursuant to CFR 24 §91.105, the City of Springfield is required to take appropriate actions to encourage the participation of all its citizens, including minorities, non-English speaking persons, and persons with disabilities. Limited English Proficiency (LEP) refers to a person's limited ability to read, write, speak, or understand English. The City is very diligent in ensuring that it meets all of the LEP requirements within its adopted Citizen Participation Plan (CPP). The City's HOME-ARP news release, legal advertisement, and public hearing agendas all

contain a statement indicating that in accordance with the Americans with Disabilities Act (ADA) and Limited English Proficiency (LEP) guidelines, persons needing special accommodations when attending any City meeting would receive those accommodations so long as the City Clerk's office is contacted at least 3 days prior to the scheduled meeting. The City keeps an inventory of U.S. Census Bureau "I Speak Flashcards" to help identify persons needing language assistance. The City has a contract with a local interpretation services company that can provide on demand translation services as needed for a fee.

Summary of Comments and Recommendations Received

All public comments have been uploaded as attachments to the HOME-ARP Allocation Plan and are found in Appendix B.

Summary of Comments or Recommendations Not Accepted

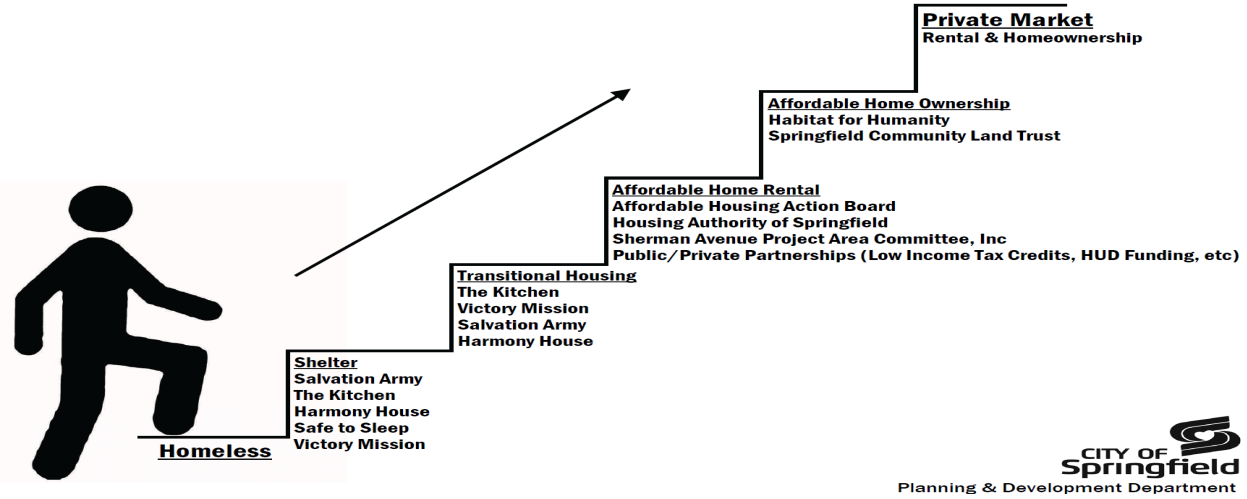
The City of Springfield is diligent in seeking and incorporating broad-based community input to guide CDBG and HOME fund allocation. All comments and recommendations were received, accepted, and considered during the preparation of the HOME-ARP Allocation Plan. The final version of the HOME-ARP Allocation Plan, as submitted to HUD, incorporates all comments received as a part of the citizen participation process.

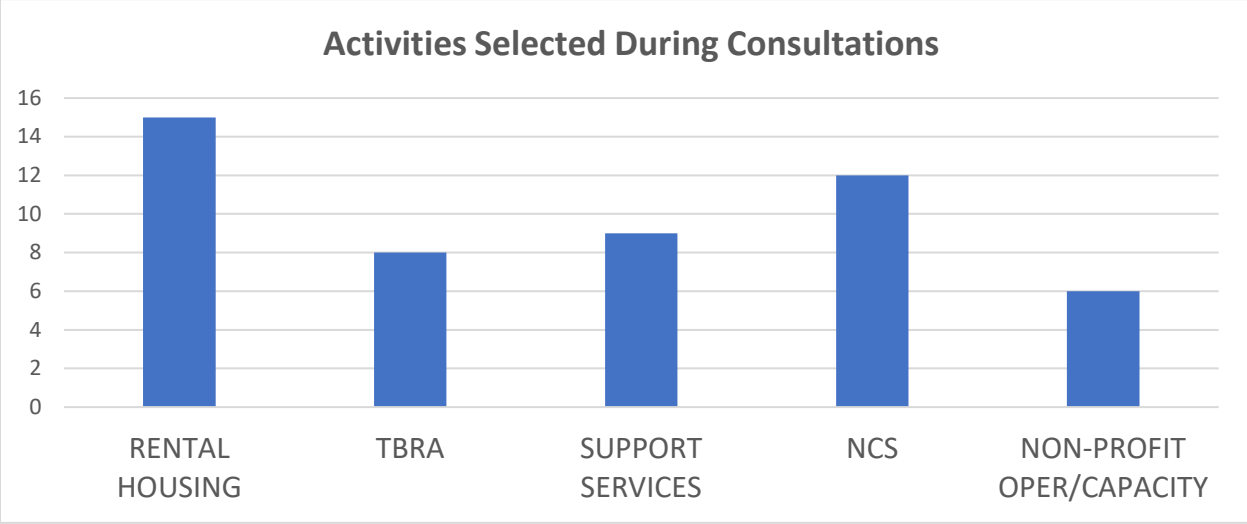
Needs Assessment and Gaps Analysis

The Needs Assessment and Gaps Analysis examines the size and composition of qualifying populations, identifies current resources available, assesses unmet housing and services needs of these populations, and calls attention to existing gaps.

The Continuum of Housing below describes the basic steps of going from being homeless, to being provided with shelter, to transitional housing, to being stably housed via affordable home rental and home ownership and finally being housed by choice via the private market.

Continuum of Housing





During the consultation process, City Planning and Development Department staff asked participants to rate and rank what they felt to be the primary gaps within the community for the HOME-ARP qualifying populations. Participants rated Affordable Rental Housing as the being the largest gap within our community, followed by Non-Congregate Shelter, Supportive Services, TBRA, and finally Non-Profit Operating and Capacity Building Assistance.
To assess the unmet needs of HOME-ARP qualifying populations, the City Planning & Development staff evaluated the size and demographic composition of those populations. The City's Planning and Development Department has worked in conjunction with the Ozarks Alliance to End Homelessness (OAEH – the Springfield/Greene, Christian, & Webster Counties Continuum of Care) to identify gaps within its current shelter and housing inventory, as well as the service delivery system. In the Needs Assessment and Gaps Analysis, the City Planning & Development staff used current data, including Comprehensive Housing Affordability Data (CHAS), 2021 Point-in-Time Count (PIT Count), 2020 CoC Housing Inventory Count (HIC), FY 2021 CoC Longitudinal Systems Analysis (LSA), Greene County Emergency Rental Assistance Dashboard, and other available data sources.

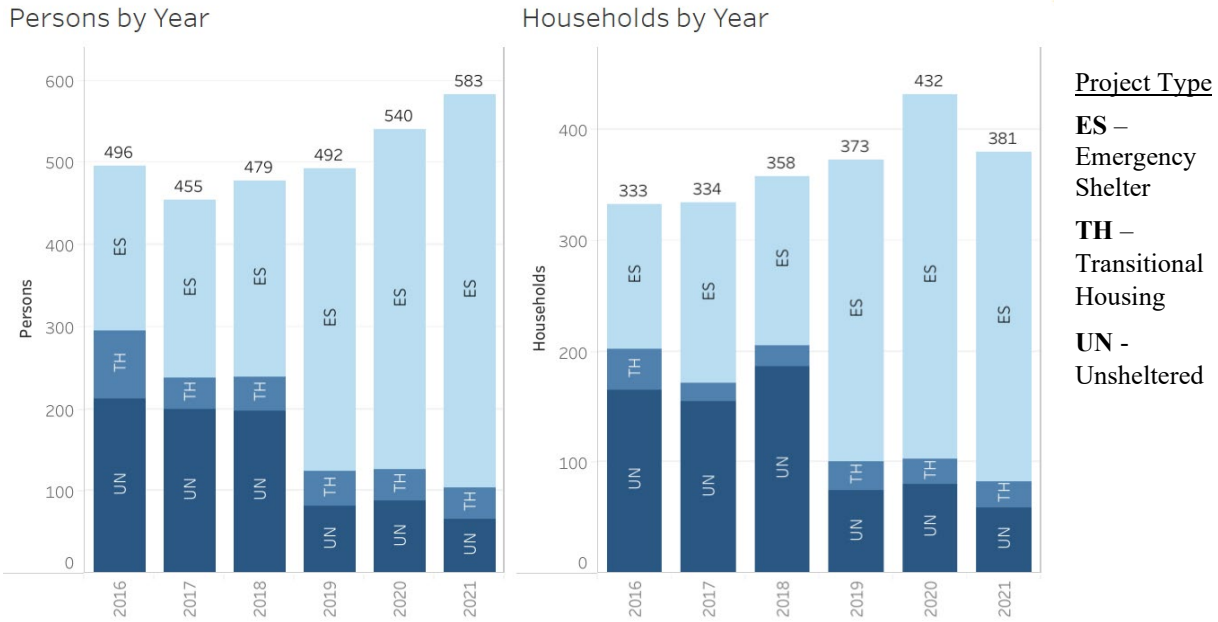
While the amount of people estimated to be experiencing homelessness may be underrepresented due to COVID-19, the following information includes the basis for the Needs Assessment and Gaps Analysis for HOME-ARP qualified populations based on the latest available data.

Homeless Size and Demographic Composition

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines the homeless as an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but are defined as homeless under the Runaway and Homeless Youth Act, the Head Start Act, the Public Health Service Act, the Food and Nutrition Act of 2008, the Child Nutrition Act of 1966, or the McKinney-Vento Homeless Assistance Act. This qualified population is further defined at 24 CFR 91.5.

Every year, communities across the country are required by HUD to conduct a census of the number of people experiencing homelessness on a single night in January, called the Point-in-Time (PIT) count. In addition to counting anyone staying in an emergency shelter on that night, outreach is conducted to identify persons spending the night outdoors or in places not meant for human habitation. The PIT count identifies the number of people who were homeless on one particular night. By itself, the PIT count is not a reliable predictor of how many people will be homeless or receive housing resources in a year. However, when used along with other data, it can provide key information on the state of homelessness currently, and over time.

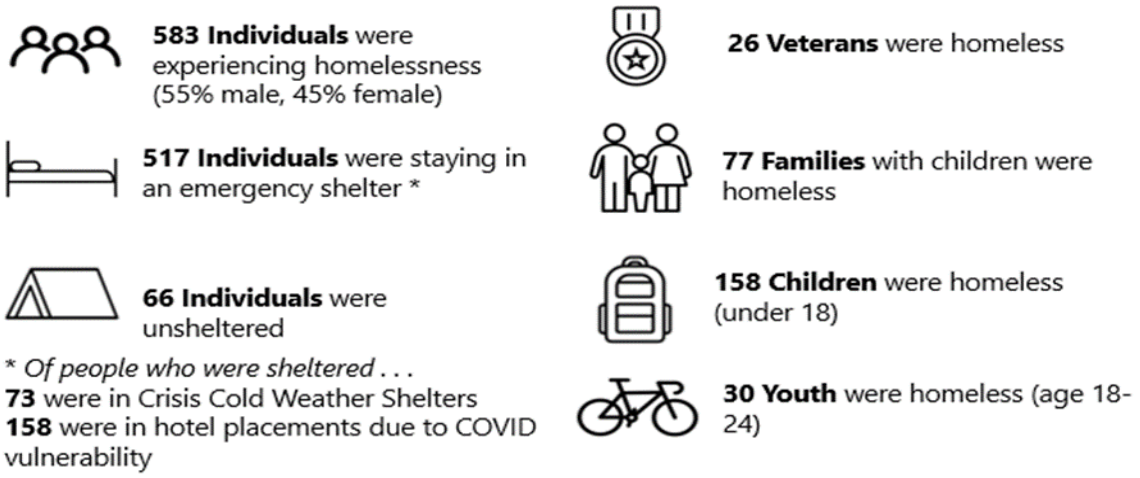
2016 - 2021 Point-in-Time Summary for All Household Types



Note: The data provided above is for all household types, including both Adult Only and Adults & Children Household Types.

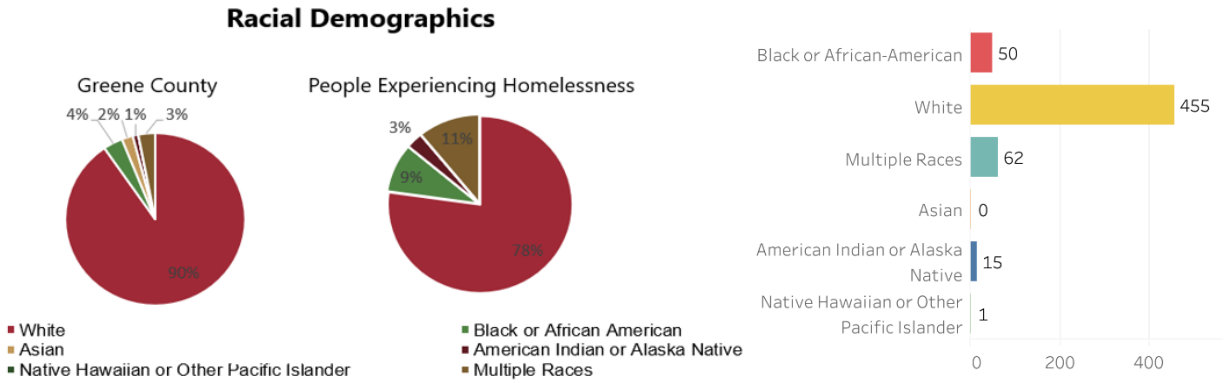
Based upon a comparison of PIT count numbers (shown above) for the Springfield/Greene, Christian, and Webster Counties Continuum of Care for 2016 through 2021, the total number of homeless individuals has increased from 496 individuals in 2016 to 583 individuals in 2021. However, a further review of the PIT data also indicates that the number of unsheltered homeless individuals decreased over the 6-year period of time. The number of homeless individuals consistently increased from 2017 through 2021. However, the number of homeless households decreased from 2020 to 2021, indicating that households consisting of a larger number of individuals may have become homeless between 2020 and 2021.

2021 Point-in-Time Demographics at a Glance



As shown above, based upon the 2021 PIT count, 583 individuals were experiencing homelessness on the day of the count, with approximately 55% of these individuals being male and approximately 45% of these individuals being female. Of the 583 homeless individuals identified in the 2021 PIT, 517 individuals were staying in an emergency shelter at the time of the count, with 66 individuals being unsheltered.

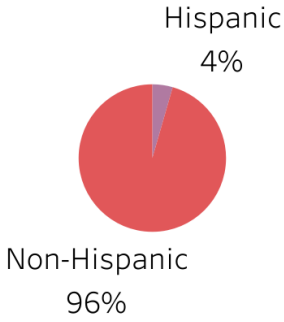
However, a tertiary review of the PIT data does not tell the full story. Of the 517 individuals who were sheltered during the night of the 2021 PIT count, 73 were sheltered in Crisis Cold Weather Shelters and 158 were in hotel placements due to COVID vulnerability. Our Continuum of Care has developed relationships with a number of faith-based organizations, who collaborate to provide a Crisis Cold Weather Sheltering system, when temperatures are forecast to reach 32 degrees Fahrenheit or below. Therefore, the 73 individuals who were shown to be sheltered on the night of the 2021 PIT count would likely be found in a place not meant for habitation during nights not reaching a temperature of 32 degrees Fahrenheit or below. In 2021, the Community Partnerships of the Ozarks (CPO) (the CoC contracted Lead Agency) received CARES Act, Emergency Solutions Grant (ESG-CV) funding through the Missouri Housing Development Commission (MHDC), allowing CPO to provide hotel placements for those unsheltered individuals that were found to have severe vulnerabilities to COVID-19. However, this CARES Act (ESG-CV) funding provided a very temporary source of shelter to those that were found to have severe vulnerabilities to COVID-19 during the Coronavirus Pandemic, without a sustainable source of revenue.



Minority households are disproportionately likely to experience homelessness. Utilizing 2021 PIT data, approximately 90% of Greene County's total population is white, leaving approximately 10% of the population within one of the minority group classifications, while approximately 22% of Greene County's homeless population is non-white.

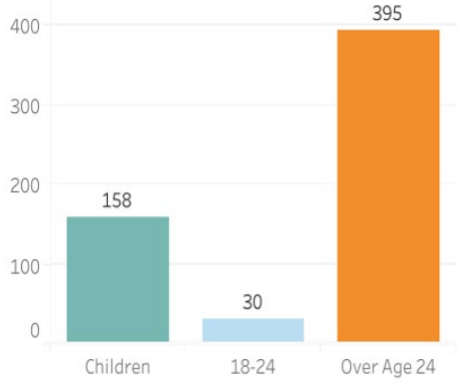
Please note that the PIT Count data is collected for Springfield/Greene, Christian and Webster Counties. However, the vast majority of homeless services, shelter, and permanent housing are located within the City of Springfield. Therefore, this data provides a fairly realistic snapshot of the homeless numbers for Springfield.

Ethnicity



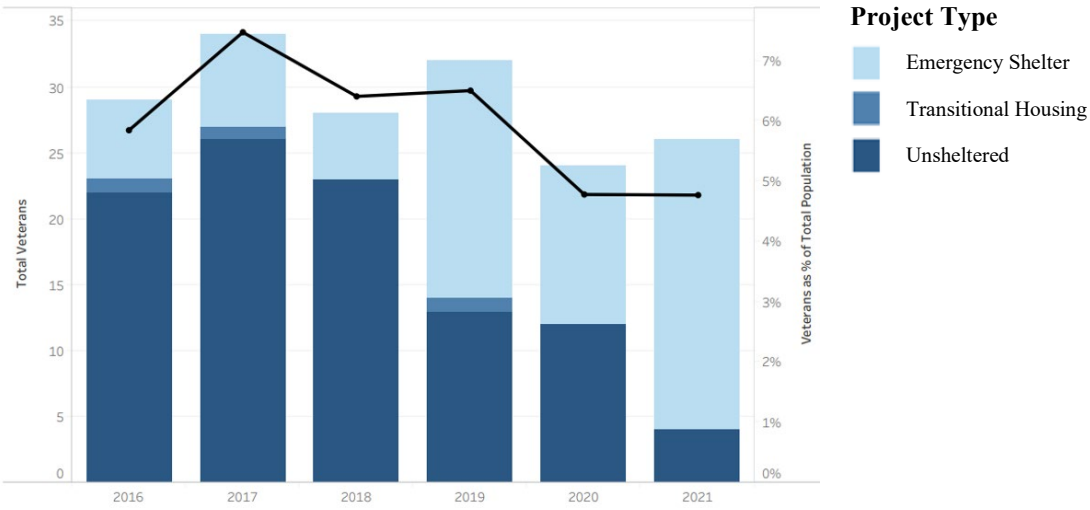
Utilizing 2021 PIT data, approximately 4% of the homeless population is Hispanic, which directly correlates with the percentage of Hispanic individuals residing in Greene County.

Age



Of the 583 homeless individuals identified in the 2021 PIT, approximately 68% (395 individuals) were over age 24, approximately 5% (30 individuals) were children under the age of 18, and approximately 27% (158 individuals) were youth between the ages of 18 – 24.

Veteran Homelessness



Of the 583 homeless individuals identified in the 2021 PIT, 4 individuals were unsheltered homeless veterans, and 22 veterans were housed in emergency shelter. The number of unsheltered veterans decrease by 67% from 2020 to 2021.

At Risk of Homelessness - Size and Demographic Composition

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines those at risk of homelessness as individuals and families who have an income below 30% of the area median income (AMI), do not have sufficient resources or support networks to prevent them from becoming homeless, and live with instability (e.g., moving two or more times during the last 60 days due to economic reasons). HUD further defines a child or youth who qualifies as "homeless" under the Runaway & Homeless Youth Act, the Violence Against Women Act, the Public Heath Service Act, the Food & Nutrition Act of 2008, or the Child Nutrition Act of 1966, or a child or youth who does not qualify as "homeless" under the McKinney-Vento Act as being at risk of homelessness. This qualified population is further defined at 24 CFR 91.5.

City of Springfield, Missouri Income Distribution By Tenure						
	Owner		Renter		Total	
0 - 30% AMI	2,650	8.1%	10,410	25.4%	13,060	17.7%
30% - 50% AMI	3,105	9.5%	7,260	17.7%	10,365	14.1%
50% - 80% AMI	5,995	18.4%	9,515	23.2%	15,510	21.1%
80% - 100% AMI	3,690	11.3%	4,270	10.4%	7,960	10.8%
Greater than 100% AMI	17,180	52.7%	9,595	23.4%	26,775	36.3%
Total	32,620	100%	41,050	100%	73,670	100%

Comprehensive Housing Affordability Strategy (CHAS) 2014-2018

According to HUD's 2014 – 2018 Comprehensive Housing Affordability Strategy (CHAS) data (shown in the Income Distribution By Tenure table above), Springfield has 13,060 (owner and renter) households with incomes at or below 30% of AMI, which is 17.7% of all Springfield households. Almost 80% of households with incomes at or below 30% of AMI are renter households. This segment of renters is likely living on the financial edge and may be at risk for a housing crisis event or homelessness.

City of Springfield, Missouri Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	41,050		
Rental Units Affordable to Households at 30% AMI (At-Risk of Homelessness)	3,040		
Rental Units Affordable to Households at 50% AMI (Other Populations)	2,940		
0%-30% AMI Renter Households with 1 or more severe housing problems (At-Risk of Homelessness)		8,230	
30%-50% AMI Renter Households with 1 or more severe housing problems (Other Populations)		5,985	
Current Gaps			8,235

There are approximately 8,230 Springfield renter households that earn at or below 30% of AMI and have one or more severe housing problems. These households are at a greater risk of housing instability or homelessness.

For people at risk of homelessness, it is useful to understand the underlying circumstances of people living in the Greater Springfield area:

- The median gross rent in the Springfield metro area was $761 per month according to the 2019 Census ACS survey. For people to be able to afford that rent and contribute 30% or less of their household income toward housing, they would need to earn at least $2,536.67 per household per month (or $30,440 annual income) which requires a $14.63/hourly wage. The minimum wage in Missouri for 2022 is $11.15/hour. The minimum wage would need to increase by 24% for households earning minimum wage to afford local median rent.

Other Populations At Risk of Housing Instability - Size and Demographic Composition

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines those at greatest risk of housing instability as households that have an annual income less than 30% of AMI and are experiencing severe cost burden (i.e., paying more than 50% of monthly household income toward housing costs) or have an income less than 50% of AMI and meets one of the conditions from the definition of "At risk of homelessness" due to an economic hardship.

City of Springfield, Missouri Income Distribution By Tenure						
	Owner		Renter		Total	
0 - 30% AMI	2,650	8.1%	10,410	25.4%	13,060	17.7%
30% - 50% AMI	3,105	9.5%	7,260	17.7%	10,365	14.1%
50% - 80% AMI	5,995	18.4%	9,515	23.2%	15,510	21.1%
80% - 100% AMI	3,690	11.3%	4,270	10.4%	7,960	10.8%
Greater than 100% AMI	17,180	52.7%	9,595	23.4%	26,775	36.3%
Total	32,620	100%	41,050	100%	73,670	100%

Comprehensive Housing Affordability Strategy (CHAS) 2014-2018

According to HUD's 2014 – 2018 Comprehensive Housing Affordability Strategy (CHAS) data (shown in the Income Distribution By Tenure table above), Springfield has 10,365 (owner and renter) households with incomes between 30% and 50% of AMI, which is 14.1% of all Springfield households. Approximately 70% of households with incomes between 30% and 50% of AMI are renter households. Much like those renters with incomes less than 30% of AMI, this segment of renters is also likely living on the financial edge and may be at risk for a housing crisis event or homelessness.

City of Springfield, Missouri Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	41,050		
Rental Units Affordable to Households at 30% AMI (At-Risk of Homelessness)	3,040		
Rental Units Affordable to Households at 50% AMI (Other Populations)	2,940		
0%-30% AMI Renter Households with 1 or more severe housing problems (At-Risk of Homelessness)		8,230	
30%-50% AMI Renter Households with 1 or more severe housing problems (Other Populations)		5,985	
Current Gaps			8,235

There are approximately 5,985 Springfield renter households that earn between 30% and 50% of AMI and have one or more severe housing problems. These households are at a greater risk of housing instability or homelessness.

City of Springfield, Missouri Housing Cost Burden Overview						
	Owner		Renter		Total	
Cost Burden Less than 30% of Income	26,585	81.5%	20,620	50.2%	47,205	64.1%
Cost Burden Greater than 30% but Less than 50% of Income	3,445	10.6%	8,520	20.8%	11,965	16.2%
Cost Burden Greater than 50% of Income	2,300	7.1%	10,280	25.0%	12,580	17.1%
Cost Burden Not Available	280	0.9%	1,625	4.0%	1,905	2.6%
Total	32,610	100%	41,045	100%	73,655	100%

Comprehensive Housing Affordability Strategy (CHAS) 2014-2018

According to 2014-2018 CHAS data, 45.8% of all renters in the City of Springfield are currently cost burdened, paying 30% or more of their gross income toward housing. Among Springfield renter households, a total of 10,280 households (25% of all renter households) are severely cost burdened (paying more than 50% of gross income on rent).

Housing market analysts generally view a healthy rental housing market as having a rental vacancy rate range of 5% - 7%. These vacant units allow existing or relocating residents to readily find housing that is more suitable for their household needs and accommodates new households forming within the community. The 2019 Census Bureau American Community Survey (ACS) estimated rental vacancy rate is 1.22% for Springfield, Missouri. This low rate can lead to an accelerated increase in monthly rent costs. Tight housing markets have a disproportionate effect on low-income households who do not have the financial ability to afford rent increases. They may be forced to move from their neighborhood or settle for a unit that does not fit their household needs (e.g., too few bedrooms, greater distance from their place of employment, or in a distressed condition).

Fleeing or Attempting to Flee, Domestic Violence, Sexual Assault, Stalking, or Human Trafficking - Size and Demographic Composition

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD has defined this population as including any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Domestic violence is one of the leading causes of homelessness for women and their children. Although safe housing can provide a pathway to freedom, there are many barriers that prevent survivors from obtaining or maintaining safe and affordable housing. The majority of survivors experience financial abuse, meaning that they have not had access to the family finances, have been prohibited from working, or have had their credit scores destroyed by an abusive partner. Victims may also face discrimination in accessing or maintaining housing, based upon the violent or criminal actions of perpetrators. Additionally, victims are limited in the locations and types of housing they can access because of their unique safety and confidentiality needs, and many housing or homelessness assistance programs have barriers that inadvertently exclude victims of violence.

Missouri State Highway Patrol data indicates that Greene County has a high rate of domestic violence and domestic homicides. The Family Violence Center, Inc., doing business as Harmony House, the only domestic violence shelter in Springfield, reports that Springfield Police Department data shows that Domestic Violence is in the top six types of police calls of a total of 76 types of calls that they receive.

Harmony House manages 168 domestic violence shelter rooms for persons experiencing domestic violence, with case management and other supportive services and assists them in transitioning back to independent living. Vacancies are rapidly filled when residents transition out of the domestic violence shelter. Harmony House is on track to assist 420 individuals during this fiscal year.

Extrapolated from the 2021 PIT count data, 59 individuals (12% of individuals) in Emergency Shelter and 3 unsheltered individuals (5% of unsheltered individuals) reported fleeing domestic violence last year.

Human trafficking is also an issue in Missouri. National research indicates that many of the risk factors and vulnerabilities of human trafficking reflect circumstances faced by HOME-ARP qualifying populations, including caretaker substance use, involvement with the child welfare and/or foster care system, juvenile justice involvement, mental health concerns, runaway or homeless youth, underemployment or unemployment, and unstable housing, among many others. Two of the top five risks/vulnerabilities for human trafficking are homelessness and unstable housing.

The majority of statistics about human trafficking are state level data. In 2016, the National Human Trafficking Hotline (NHTH) logged 509 contacts (through telephone, texts, online chats, emails and webforms) in Missouri concerning human trafficking. Of those, 77 contacts were from victims or survivors of human trafficking. From among the total contacts, 141 cases of human trafficking were reported. Only four years later, in 2020, the number of NHTH contacts had increased by more than 47% in Missouri. NHTH logged over 750 contacts concerning human trafficking. Of those, the percent of contacts from victims or survivors of trafficking was up almost 140% (with 185 contacts from victims or survivors). The number of actual reported cases logged at NHTH had increased over the four-year period by over 100% (with 267 cases of human trafficking reported in 2020).

Current resources available to assist qualifying populations

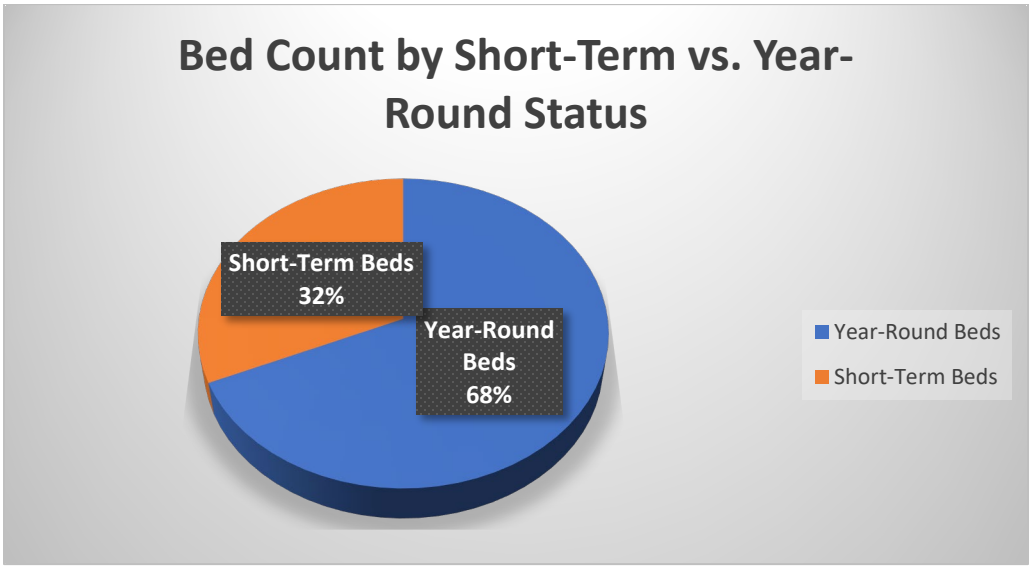
Resources for the Sheltered and Unsheltered Homeless

The Housing Inventory Count (HIC) is a point-in-time inventory of provider programs within a Continuums of Care (CoCs) that provide beds and units dedicated to serve people experiencing homelessness (and, for permanent housing projects, where homeless at entry, per the HUD homeless definition), categorized by five Program Types: Emergency Shelter; Transitional Housing; Rapid Re-housing; Safe Haven; and Permanent Supportive Housing. CoCs are also required to conduct an annual HIC, documenting the residential resources in their community dedicated to assisting people experiencing homelessness.

The 2021 HIC identified 1,026 beds in Springfield. This includes the emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing beds summarized below. Please note, the City of Springfield does not currently have any Safe Haven projects.

Housing Inventory Count (2021)				
Bed Type	**Families with Children**	**Households without Children**	**Unaccompanied Minors**	**Total**
Emergency Shelter	308	227	13	548
Transitional Housing	24	16	2	42
Rapid Re-Housing	171	82	0	253
Permanent Supportive Housing	58	125	0	183
Total Beds	561	450	15	1,026

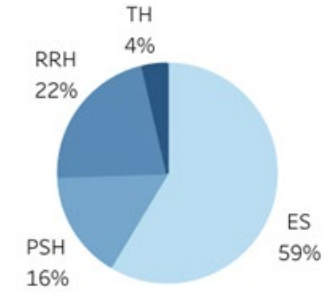
Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) Housing Inventory Count (HIC), 2021



The beds identified in the 2021 HIC also include 209 beds that were provided specifically for COVID-19 vulnerable individuals via CARES Act Emergency Solutions Grant (ESG-CV)

funding, and 115 beds that were provide by the local faith community via the community's Crisis Cold Weather Sheltering. Therefore, of the 1,026 total beds, 702 beds were provided year-round, and 324 were provide short-term (Crisis Cold Weather Shelters, and temporary COVID-19 vulnerability hotel placements).

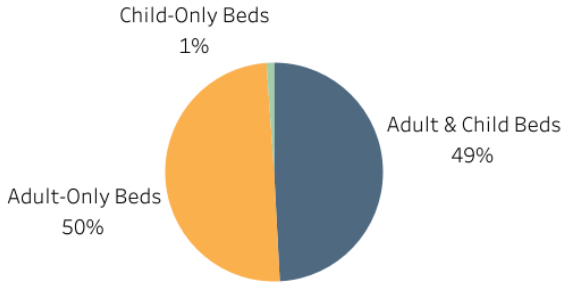
Bed Count by Project Type



Of the 1,026 beds dedicated to the homeless in Springfield:

- 59% - Emergency Shelter Beds
- 4% - Transitional Housing Beds
- 22% - Rapid Re-Housing Beds
- 16% - Permanent Supportive Housing Beds

Bed Count by Household Type



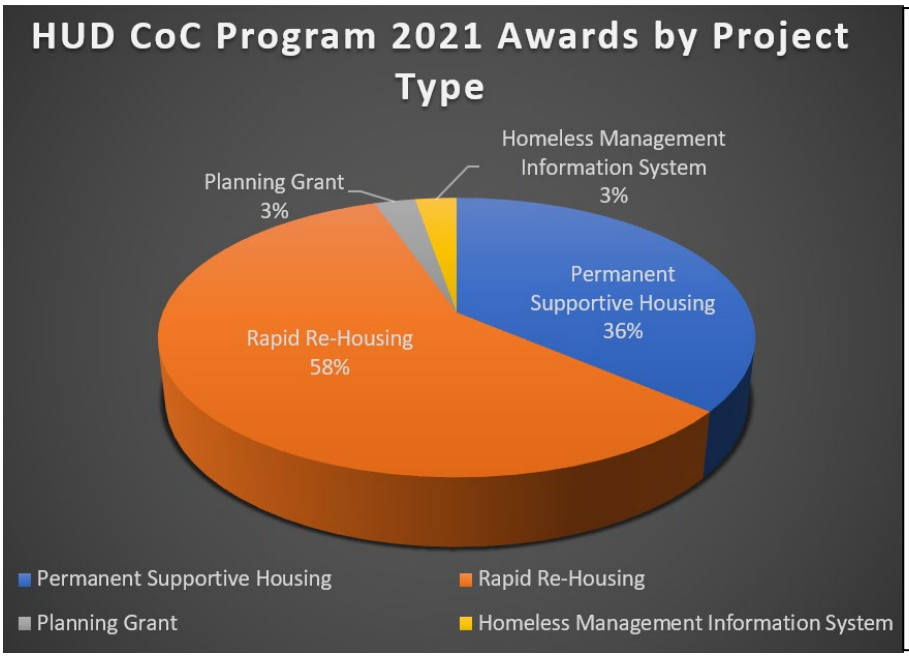
Of the 1,026 beds dedicated to the homeless in Springfield:

- 50% - Are Adult Only Beds
- 49% - Are Adult and Child Beds
- 1% - Are Child Only Beds

Springfield has nearly reached functional zero for homeless veterans, meaning the number of individuals who are homeless, whether unsheltered or sheltered, is no greater than the number of individuals that can be routinely housed in permanent housing. The 2021 PIT count identified 4 unsheltered individuals, and 22 veterans who were housed in emergency shelter.

The Ozarks Alliance to End Homelessness and the City of Springfield are committed to a Housing First approach, which is an evidence-based practice to quickly, and successfully connect individuals, and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements (National Alliance to End Homelessness).

The primary federal funding source for the Ozarks Alliance to End Homelessness (Springfield/Greene Christian, and Webster Counties Continuum of Care (CoC)) homeless service agencies is the HUD Continuum of Care (CoC) grant program. The FY 2021 HUD CoC Program Awards by Project Type are enumerated in the pie chart below.



The Ozarks Alliance to End Homelessness (Springfield/Greene Christian, and Webster Counties Continuum of Care (CoC)) receives and allocates just over $1 million annually towards efforts to end homelessness. To the left are the 2021 CoC Program awards by project type.

Local homeless service, shelter and rapid re-housing providers apply for Emergency Solutions Grants (ESG) funds on an annual basis via the Missouri Housing Development Commission (MHDC). Each year, the MHDC releases an ESG Allocation Plan. In 2022, 7.5% of the State's ESG funding was to be provided to nonprofit agencies within the Springfield/Greene, Christian, and Webster Counties CoC. In Fiscal Year 2022, this funding equated to nearly $204,000, with approximately 36% of the funding being awarded for Rapid Re-Housing, approximately 53% being awarded for Emergency Shelter, and approximately 11% being awarded for Homeless Management Information System Administration.

Local homeless service, shelter, and rapid re-housing providers applied for and received CARES Act Emergency Solutions Grants (ESG-CV) funding for HMIS Administration, Street Outreach, Emergency Shelter, and Homelessness Prevention.

The Emergency Housing Voucher (EHV) program is funded through the American Rescue Plan Act (ARPA). HUD is providing housing choice vouchers to local Public Housing Authorities (PHAs) to assist individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability. These PHAs were charged to work directly in conjunction with the local Continuums of Care (CoCs) within their jurisdiction to determine preferences for the use of the EHVs. Working in conjunction with the Ozarks Alliance to End Homelessness, the Housing Authority of the City of Springfield (HAS) and the Ozarks Area Community Action Corporation (OACAC) prioritized the EHVs for those experiencing literal homelessness (Category 1); and those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (Category 4). In Springfield, 60 Emergency Housing Vouchers have been made available to the Housing Authority of the City of Springfield (HAS) through the ARPA EHV program. The ARPA EHV

program also provided 47 EHVs to the Ozarks Area Community Action Corporation (OACAC), which is also known as the Housing Authority of Dallas County, Missouri. However, OACAC's 47 EHVs may be utilized within any portion of OACAC's 10 county service area.

The City also supports local homeless service agencies that assist those who are experiencing homelessness via the City's annual Community Development Block Grant (CDBG) discretionary, public service funding competition. Non-profit applicants providing services that assist with housing or homelessness are viewed by the City Council and City staff as being a top priority. The City provides approximately $328,000 of annual CDBG funding toward homelessness and other low-income public services.

As an entitlement community, the City received two rounds of CARES Act Community Development Block Grant (CDBG-CV) funding. The City received CDBG-CV funding via HUD's first and third funding tranches. The City received just over $1.1 million via HUD's first tranche of CDBG-CV funding, with approximately 30% of these funds being utilized for public services and homelessness. The City received over $1.1 million of additional CDBG-CV funding via HUD's third tranche, with approximately 30% of those additional funds also being utilized for public services and homelessness.

In addition to the funding sources already enumerated, the following resources have provided funding to the various homeless service providers in Springfield:

- Missouri Housing Trust Fund (MHTF): Housing Assistance, emergency assistance, operating funds have been attained via the Missouri Housing Development Commission (MHDC).
- Springfield Public School (SPS) System: This is Missouri's largest public school district. SPS provides assistance to school age children experiencing or at-risk of homelessness.
- Community Services Block Grant (CSBG): A variety of services for low- and moderate-income people are provided via this federal funding source.
- CARES Act Community Services Block Grant (CSBG-CV): A variety of services for the low- and moderate-income residents, at-risk, and homeless individuals were provided with a wide array of services related to the effects of the COVID-19 Pandemic.
- Supportive Services for Veteran Families (SSVF): provides supportive services to low-income Veteran Families experiencing housing issues, including outreach, case management, financial assistance, and assistance obtaining Veterans Affairs (VA) and other benefits.
- Substance Abuse and Mental Health Services Administration (SAMHSA): Supports a housing stability case manager to help homeless people access and maintain housing.

Resources for those At Risk of Homelessness

Since the beginning of the COVID-19 pandemic, an unprecedented increase in resources has become available for those at risk of homelessness and eviction. Jurisdictions with populations of 200,000 and greater received COVID Emergency Rental Assistance (ERA) funds from the U.S. Treasury Department. With a 2020 population of 168,911, Springfield does not meet the population threshold requirements to receive this funding source.

However, Greene County received two rounds of ERA funding, plus a reallocation from the state of Missouri, because the County was able to meet all required spending thresholds. Between the three rounds of ERA funding Greene County has received a total of over $18.1 million in ERA funding. Greene County partnered with six local non-profit organizations that screened applicants and provided awards to renters meeting all of the federal requirements. Greene County received over $8.7 million in the first round of ERA funding, with 98.51% of those funds being awarded as of May 2, 2022. Greene County received almost $2.8 million in the second round of ERA funding, with 57.26% of those funds being awarded as of May 2, 2022. The County received an ERA reallocation from the state of Missouri, with 16.63% of those funds being awarded as of May 2, 2022.

The state of Missouri also received ERA funds, which have been allocated via the Missouri Housing Development Commission (MHDC). The MHDC has allocated over $3.3 million of Emergency Rental Assistance funding to renters in Greene County via its State Assistance for Housing Relief (SAFHR) program. The MHDC has also provide Greene County renters with almost $147,000 of Emergency Rental Assistance Program (ERAP) funds as of May 2, 2022. The ERAP is being funded by the MHDC via CARES Act Emergency Solutions Grant (ESG-CV) funding.

As an entitlement community, the City received two rounds of CARES Act Community Development Block Grant (CDBG-CV) funding. The City received CDBG-CV funding via HUD's first and third funding tranches. The City received just over $1.1 million via the first tranche of CDBG-CV funding, with approximately 34% of these funds being utilized for mortgage, rent and utility assistance. The City received over $1.1 million of additional CDBG-CV funding in the third tranche, with approximately 34% of those additional funds also being utilized for mortgage, rent and utility assistance. The City awarded both rounds of CDBG-CV funding to three non-profit agencies. The non-profit agencies have utilized a large percentage of the funding to assist eligible households needing mortgage assistance. Greene County's ERA funding only allows for rent and utility assistance. Therefore, mortgage assistance was a gap that was filled by the City via CDBG-CV funding.

In recent years, One Door (the central intake office and primary front door of the local Continuum of Care (CoC)) has undertaken a number of strategies to more effectively serve those at risk of homelessness. One such strategy has been the system-wide expansion of the Shelter Diversion program. The Shelter Diversion program launched in February 2016 to assist families in preserving current housing or finding safe alternatives to shelter. From February 2016

through the end of Fiscal Year 2019, more than 340 eligible households were identified, assessed, and provided financial assistance and/or case management services to enable diversion from the system of shelter and housing programs. Throughout Fiscal Years 2018 and 2019, Shelter Diversion efforts were focused primarily on families with children and elderly or disabled guests at imminent risk of homelessness or with low barriers to housing. Throughout the Pandemic, Shelter Diversion efforts shifted to focus on those impacted by COVID-19. Through those efforts, 109 households gained or maintained permanent housing with limited financial assistance and/or other supports and case management. To date, 91% of the households served during Fiscal Years 2018 and 2019 remain diverted from the shelter and housing programs system. The City currently provides $33,500 annually toward the Shelter Diversion program via municipal general revenue funding.

Local homeless service, shelter and rapid re-housing providers apply for Emergency Solutions Grants (ESG) funds on an annual basis via the Missouri Housing Development Commission (MHDC). Each year, the MHDC releases an ESG Allocation Plan. In 2022, 7.5% of the State's ESG funding was to be provided to nonprofit agencies within the Springfield/Greene, Christian, and Webster Counties CoC. In 2022, this funding equated to nearly $204,000.

On an annual basis, the City also allocates approximately $328,000 in Community Development Block Grant (CDBG) funding to provide services for people that would fall within the four qualify populations. The City also allocates approximately $1.2 million per year in HOME funding and Program Income for Affordable Housing Development, New Infill Construction, and the City's Down Payment Assistance program.

In addition to the funding sources already enumerated, the following funding resources have provided funding to assist people at risk of homelessness in Springfield:

- Springfield Public School (SPS) System: This is Missouri's largest public school district. SPS provides assistance to school age children experiencing or at-risk of homelessness.
- Community Services Block Grant (CSBG): A variety of services for low- and moderate-income people are provided via this federal funding source.
- CARES Act Community Services Block Grant (CSBG-CV): A variety of services for the low- and moderate-income residents, at-risk, and homeless individuals were provided with a wide array of services related to the effects of the COVID-19 Pandemic.
- Supportive Services for Veteran Families (SSVF): provides supportive services to low-income veteran families experiencing housing issues, including outreach, case management, financial assistance, and assistance obtaining Veterans Affairs (VA) and other benefits.
- Substance Abuse and Mental Health Services Administration (SAMHSA): Support a housing stability case manager to help homeless people access and maintain housing.

- Community Action Program (CAP): The Ozarks Area Community Action Corporation (OACAC) provides weatherization utility payment support, childcare and Head Start programming via this funding source.

Resources for Other Populations At Risk of Housing Instability

Those who are at risk of housing instability are often low-income, earning less than 30% or 50% of the area median income (AMI) and experience cost burden or severe cost burden. Having a sufficient supply of affordable housing units is essential to ensuring housing stability. Public housing and voucher programs can provide housing affordability for those at risk of instability.

The City oversees over 400 affordable housing rental units, with a current vacancy rate near zero. In the past, the Missouri Housing Development Commission (MHDC) has provided tax credits allowing for the construction of 38 affordable housing developments for low-and moderate-income tenants via the Low-Income Housing Tax Credit (LIHTC) program.

The Public Housing Authority (PHA) that serves Springfield is the Housing Authority of the City of Springfield (HAS). Housing voucher programs are classified into two types: project-based and tenant-based vouchers. Project-based vouchers are tied to a particular housing development or unit. Tenant-based vouchers are issued to individual households to be used anywhere that accepts vouchers, offering families and individuals greater opportunity to find housing that meets their needs. A summary of housing administered by HAS is enumerated below:

HAS PROPERTIES "the housing authority"

HOUSING AUTHORITY OF SPRINGFIELD
(H A S Properties)
421 W. Madison St.
Springfield, MO 65806
(417) 866-4329

EQUAL HOUSING OPPORTUNITY

TOTALS IN USE			
Public Housing Units	454	Section 8 Units	1,205
		VASH Units	76
Total Units	454	Total Units	1,281

GRAND TOTAL 1,735

The area of Greene County outside of Springfield's municipal boundaries is served by the Ozarks Area Community Action Corporation (OACAC), also known as the Dallas County Public Housing Agency. However, OACAC was required to consolidate the housing vouchers wait list into a single list for its entire 10 county region service area in southwest Missouri. As of May 3, 2022, OACAC currently has 118 housing vouchers in use in Greene County, and 7 portable vouchers.

Together, HAS and OACAC serve over 1,853 households through public housing and housing voucher programs in Greene County.

In addition to the funding sources already enumerated, the following funding resources have provided funding to assist Other Populations At Risk of Housing Instability in Springfield:

- Community Development Block Grant (CDBG): The City uses CDBG funds to support local social service agencies that provide services for youth programs, advocacy programs for developmentally delayed, services for children who are victims of sexual/physical abuse, supplemental food program for the elderly, dental services for extremely low-income individuals, mental health counseling for low-income individuals, services for those suffering from substance addiction, transitional housing for homeless families, and a referral service provider.
- Community Development Block Grant – Cares Act (CDBG-CV): These funds were allocated to Entitlement Communities to prepare, prevent, and respond to the COVID-19 crisis. After public consultation the City chose to use the funds to assist with small businesses to retain employees and public service agencies who were impacted by the pandemic. Agencies were able to utilize funds for needs identified, in which there was no other funding source available for the need.
- Missouri Housing Trust Fund: Housing Assistance, emergency assistance, operating funds.
- Supportive Services for Veteran Families (SSVF) provides supportive services to low-income veteran families experiencing housing issues, including outreach, case management, financial assistance, and assistance obtaining VA and other benefits.
- Springfield Public School (SPS) System: This is Missouri's largest public school district. SPS provides assistance to school age children experiencing or at-risk of homelessness.
- Community Action Program (CAP): The Ozarks Area Community Action Corporation (OACAC) provides weatherization utility payment support, childcare and Head Start programming via this funding source.
- HOME Program: The City allocates approximately $1.2 million per year in HOME funding and Program Income for Affordable Housing Development, New Infill Construction, and the City's Down Payment Assistance program.
- Community Services Block Grant (CSBG): A variety of services for low- and moderate-income people are provided via this federal funding source.
- Low-Income Home Energy Assistance Program (LIHEAP): Utility arrearages.

Resources for those Fleeing or Attempting to Flee, Domestic Violence, Sexual Assault, Stalking, or Human Trafficking

Established in 1976, Harmony House is Missouri's oldest and largest domestic violence shelter and has served over 17,000 survivors of domestic violence since first opening its doors. Their mission is to provide shelter, advocacy, and education to survivors of domestic violence while promoting the principle that all individuals have the right to a life free of abuse. Harmony House provides emergency shelter; food, clothing, and basic hygiene items; adult and children's case management; court advocacy; childcare; life skills classes; transportation assistance, an outreach program and a crisis hotline answered 24/7.

Harmony House manages 168 domestic violence shelter rooms for persons experiencing domestic violence and with case management and other supportive services assists them in transitioning back to independent living. Vacancies are rapidly filled when residents transition out of the domestic violence shelter. Harmony House is on track to assist 420 individuals during this fiscal year. At any given time, Harmony House has 125+ active volunteers and a robust full-time staff.

The following funding resources have provided funding to assist those Fleeing or Attempting to Flee, Domestic Violence, Sexual Assault, Stalking, or Human Trafficking in Springfield:

- HUD Continuum of Care (CoC) Domestic Violence (DV) grant: This funding provides Rapid Re-Housing funding for Harmony House.
- Community Development Block Grant (CDBG): The City uses CDBG funds to support local social service agencies that provide a number of services for low- and moderate-income persons in our community, including Domestic Violence (DV) survivors, via a competitive annual discretionary Public Service funding process.
- Office on Violence Against Women (OVW) Grant: Harmony House receives this grant funding through the U.S. Department of Justice (DOJ).
- Emergency Solutions Grant (ESG): Harmony House has been a recipient of ESG funding via the Missouri Housing Development Commission (MHDC).
- Child and Adult Care Food Program: The local DV shelter receives this funding source via the U.S. Department of Agriculture.
- Temporary Assistance for Needy Families (TANF): The local DV shelter receives this funding source via the U.S. Department of Health and Human Services.
- Family Violence Prevention and Services – DV (FVPS): The local DV shelter receives this funding source via the U.S. Department of Health and Human Services.
- Emergency Food and Shelter National Board Program (EFSP): The local DV shelter receives this funding source via the Department of Homeland Security.

Priority needs for qualifying populations

There are a number of gaps within the current shelter and housing inventory, as well as the service delivery system. The housing and supportive service needs of qualifying populations overlap across populations and are similar to the needs of the low-income population as a whole. All populations would benefit from an increased number of affordable housing units and increased affordability in the housing market. Rising rent and limited availability of units causes increased instability among cost burdened and low-income renters and those at risk of homelessness. Among those experiencing homelessness, the lack of affordable rental units causes a bottleneck in the availability of permanent housing options, creating longer episodes of homelessness and leading to fewer households becoming stably housed overall. In addition to housing needs, transportation and childcare are high priorities, as are accessibility modifications for those with mobility impairments. As the population ages, there will be greater demand for transportation services, in home care, and affordable congregate living facilities.

Gaps within the current shelter, housing, and service delivery systems

The following table identifies beds available in the homelessness system for families, adults, and children.

Housing Inventory Count (2021)				
Bed Type	**Families with Children**	**Households without Children**	**Unaccompanied Minors**	**Total**
Emergency Shelter	308	227	13	548
Transitional Housing	24	16	2	42
Rapid Re-Housing	171	82	0	253
Permanent Supportive Housing	58	125	0	183
Total Beds	561	450	15	1,026

Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) Housing Inventory Count (HIC), 2021

However, as stated in the Resources section above, the beds identified in the 2021 HIC also include 209 beds that were provided specifically for COVID-19 vulnerable individuals via CARES Act Emergency Solutions Grant (ESG-CV) funding, and 115 beds that were provide by the local faith community via the community's Crisis Cold Weather Sheltering. Therefore, of the 1,026 total beds, **702 beds** are provided year-round, and 324 are provide short-term (Crisis Cold Weather Shelters, and temporary COVID-19 vulnerability hotel placements).

The following table identifies the number of persons in different household types identified in the 2021 annual Point-in-Time PIT count.

Point-in-Time Count (2021)				
	Homeless Population (# of people in Households)			
Shelter Type	**Families with Children**	**Households without Children**	**Unaccompanied Minors**	**Total**
Sheltered - Emergency Shelter	225	253	1	479
Sheltered - Transitional Housing	23	13	2	38
Unsheltered Homeless	0	66	0	66
Total	248	332	3	583

Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) Point-in Time Count (PIT), 2021

Feedback received through the consultation process suggests a need for additional low-barrier, non-congregate shelter for families and youth. An assessment of the ongoing need for shelter beds is challenging as it depends heavily on the amount of time it takes to obtain housing for those who enter shelter. If there are sufficient permanent housing resources available, and those who enter shelter are quickly connected to housing, fewer emergency shelter beds are needed on an ongoing basis. However, if there are limited permanent resources available, or if there are challenges to obtaining housing in a quick manner, families and individuals remain in shelter longer, and less beds become available, creating a bottleneck in the system. In Springfield, limited affordable rental units greatly limits how quickly an individual can move through the Continuum of Housing.

Using Point-in-Time PIT Data it is estimated that the community has a need for additional emergency shelter beds for approximately 300 individuals. This number is arrived at by adding together the following PIT populations:

- 66 - Unsheltered Individuals
- 73 - Sheltered in Crisis Cold Weather Shelters on the night of the PIT count
- 158 - Hotel Placements of COVID Vulnerable

  297 Total Individuals

Every CoC must have an assessment and prioritization process based on an individual's vulnerability or need level according to the CoC's standardized prioritization criteria. By reviewing the number of clients on the active Prioritization List who were staying in a place not meant for habitation and were not subsequently referred to shelter, a very rough estimate of the need for additional shelter may be established for a community. As of May 2, 2022, there were 236 households (consisting of a total of 416 individuals) that reported their prior living situation as a place not meant for habitation. This included 132 single households and 104 multi-person households (consisting of 284 people). Of the 236 households that reported that their prior living situation was a place not meant for habitation, 191 households (consisting of a total of 340 people) had no subsequent shelter stays recorded. This included 104 single households and 87 multi-person households (consisting of 236 people). While there are limitations to making estimates based on data from a single point in time, using this information allow us to estimate that our community would need approximately 100 additional emergency shelter units for single individuals and approximately 100 additional emergency shelter units for family individuals to fully meet the need for immediate emergency shelter in our community.

PIT and HIC data are limited in scope, as they are a measurement of the number of persons experiencing homelessness and the number of resources in the community on a single night. The Springfield/Greene, Christian, and Webster Counties Continuum of Care's (CoC's) Longitudinal Systems Analysis (LSA) report provides a broader picture of homelessness by measuring all those who access the system in a year. In FY 2021 (10/1/20 - 9/30/21), 1,368 households (consisting of 1,921 people) stayed at least one night in emergency shelter (ES), transitional housing (TH), rapid re-housing (RRH), or permanent supportive housing (PSH) projects. Of

those served, approximately 82% or 1,124 households exited the system to either permanent, temporary, or unknown destinations.

Exits From the Homeless System			
	Percentage of Exits to Permanent Destinations	**Number of Households Exited to Permanent Destinations**	**Total number of Households Exited**
By Household Type			
All Households	28%	311	1,124
Adult-Only Households	25%	232	938
Households with Children	49%	62	126
Child-Only Households	28%	17	60
By Pathway			
ES Only	19%	168	871
RRH Only	65%	86	133
ES + RRH	4%	17	40
PSH Only	53%	10	19
TH Only	48%	23	48
TH + RRH	67%	2	3
ES + TH + RRH	100%	1	1
ES + TH	50%	3	6
ES + PSH	100%	1	1
ES + RRH + PSH	0%	0	0
RRH + PSH	<1%	0	1
Other Pathways	<1%	0	1
All Households	**28%**	**311**	**1,124**

Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) Longitudinal Systems Analysis (LSA)

The average number of days households experience homelessness is also an important indicator of the system's ability to quickly connect people to housing. The data below indicates the average cumulative, unduplicated number of days that households were served in Emergency Shelter (ES), or Transitional Housing (TH) projects, and days in Rapid Re-Housing (RRH) or Permanent Supportive Housing (PSH) prior to move-in.

Average Days Homeless		
	Average Number of Days	Number of Households
By Household Type		
Adult Only Households	63	1,051
Households with Children	115	197
Child Only Households	32	65
All Households	68	1,313

Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) Longitudinal Systems Analysis (LSA)

Emergency Shelters (ES) in the Springfield area who serve Child Only households typically limit their stays to 30-days, while Emergency Shelters that serve Adult Only or Households with Children similarly try to limit stays to 90-days. The average days homeless for Adult Only households and Child Only households either meets or exceeds those time limits.

Collectively, when the average days homeless information is paired with the fact that only 19% of households in ES projects exited to a permanent destination, it is clearly shown that clients are exceeding the typical length of stay in Emergency Shelter and are still exiting into homelessness. Even when clients were served with both ES services and Rapid Re-Housing services, only 43% exited to permanent destinations. This suggests that while a shortage of Emergency Shelter in our community is an issue, it is simply part of a larger issue in which clients are struggling to obtain affordable, permanent housing. If clients in shelter could more easily transition from shelter to permanent housing, then more individuals could be served with the current emergency shelter capacity.

Feedback received through the consultation process suggests a need for an enhanced prevention and diversion program. For those populations that are at-risk of homelessness or are at-risk of housing instability it has been shown that a strong prevention and diversion program is paramount in ensuring that those individuals at the highest risk of becoming homeless are diverted from the homeless care system. Shelter Diversion is a nationally recognized best practice and is the most cost-effective way to prevent homelessness. Shelter Diversion means keeping individuals and families from entering emergency shelters or sleeping in places not meant for human habitation by not allowing them to become literally homeless.

How the level of need and gaps were determined

In addition to feedback received through consultation sessions, a number of data sources and community plans were reviewed to determine the needs and system gaps for HOME-ARP qualifying populations. The following plans and data sources were consulted:

- Census Bureau American Community Survey (ACS) data
- Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) 2016-2021 Point-in-Time (PIT) counts
- Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) 2021 Housing Inventory Count (HIC)

- Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC) FY 2021 Longitudinal Systems Analysis (LSA)
- HUD Comprehensive Housing Affordability Strategy (CHAS) data (2014-2018)
- Greene County Emergency Rental Assistance Dashboard
- Roots of Community Plan – The Connecting Grounds

HOME-ARP ACTIVITIES

Based upon the results of the City of Springfield's extensive consultation process, and the Needs Assessment and Gaps Analysis, the City is proposing to focus the majority of its HOME-ARP funding on Affordable Rental Housing Development, and Non-Congregate Shelter acquisition and development, with a smaller amount of funding to be allocated toward Supportive Services. The opportunity presented by this allocation of HOME-ARP to make the sizable investment to fulfill a long-term solution is vital to strengthening the community's homeless system of care.

The City of Springfield will administer the HOME-ARP allocation and oversee all projects to completion. The method and process we intend to use for solicitation and selection of HOME-ARP funded **Non-Congregate Shelter** and **Supportive Services** projects is as follows:

- The City will issue two separate Notices of Funding Opportunity (NOFOs). The first NOFO will specify that we are seeking applications specifically for construction, renovation, or rehabilitation that will produce low-barrier, Non-Congregate Shelters. The second NOFO will solicit applications that will enhance Supportive Services primarily for the existing, local prevention and diversion programming.
- City staff will issue the two (2) NOFOs and request that applicants inform the City of their intent to apply for each within 20 days of the issuance of each NOFO.
- Applicants will be provided 30 days to submit their full application for funding.
- Bonus points will be awarded to low-barrier, Non-Congregate Shelters projects that will serve the homeless and/or those Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined in the HOME-ARP Notice (CPD-21-10).
- If applicants have questions or wish to discuss their plans in advance of submission, the City of Springfield will make staff available to answer any questions.
- The City will provide background information about what is expected to meet the low-barrier and housing-focused criteria. We will also be explicit in the solicitation with any other conditions that the City will require in order to receive funding.
- For Supportive Services, the City will identify in the solicitation specific Supportive Services that HOME-ARP funding can be used that will address the gaps identified in the Needs Assessment and Gaps Analysis, based on feedback received from the initial public participation and stakeholder engagement, as well as additional public comments we expect to receive in regard to the draft Allocation Plan, (for example, programs that enhance and supplement the existing prevention and diversion programming).
- The City will publicly announce the projects that were awarded HOME-ARP funding on its website, and via social media.

The method and process we intend to use for solicitation and selection of HOME-ARP funded **Affordable Rental Housing Development** is as follows:

- The City will issue a Request for Proposals (RFP) for the development of Affordable Rental Housing.
- City staff will issue the RFP and request that applicants inform the City of their intent to apply within 20 days of the issuance of the RFP.
- Applicants will be provided 30 days to submit their full application for funding.
- If applicants have questions or wish to discuss their plans in advance of submission, the City of Springfield will make staff available to answer any questions.
- The City will be explicit in the solicitation with any other conditions that the City will require in order to receive funding.
- The City will publicly announce the projects that were awarded HOME-ARP funding on its website, and via social media.

No portion of the administrative funding was distributed to a contractor or subrecipient prior to HUD's approval of the City's HOME-ARP Allocation Plan.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 400,000		
Acquisition and Development of Non-Congregate Shelters	$ 2,215,703		
Tenant Based Rental Assistance (TBRA)	$ 0		
Development of Affordable Rental Housing	$ 1,000,000		
Non-Profit Operating	$ 0	0 %	5%
Non-Profit Capacity Building	$ 0	0 %	5%
Administration and Planning	$ 190,000	5 %	15%
Total HOME ARP Allocation	$ 3,805,703		

The allocations may be adjusted by 25% of the total grant amount between eligible activities.

In order to allow for a far-reaching, positive impact with its HOME-ARP funding, the City of Springfield is proposing to utilize $1.5 million of HOME funding in conjunction with HOME-ARP funding. This will allow for the development of a greater number of affordable rental housing units for the qualifying populations, while also keeping the per unit costs to a minimum.

Rationale for identified funding and activities

During consultation sessions, participants of the City's consultation process, rated the need for additional Affordable Rental Housing as the being the largest gap within our community, followed by the need for additional low-barrier, Non-Congregate Shelter, and followed by

Supportive Services that will enhance and supplement the existing prevention and diversion programming of the Ozarks Alliance to End Homelessness (OAEH – Springfield/Greene, Christian, and Webster Counties Continuum of Care). As the City staff completed the HOME-ARP Needs Assessment and Gaps Analysis these top three needs were once again affirmed by an analysis of the available data.

HOME-ARP funding is limited and would not make a significant impact on reducing the cost burden that is being experienced by thousands of households who are in need. Due to an increase in local mortgage, rental, and utility assistance for those at risk of eviction and/or homelessness, the number of households behind on their rent can be more accurately estimated. While additional assistance and services are likely needed for this population (especially in response to the COVID-19 Pandemic) significant funding has been allocated toward this effort in Greene County, as enumerated in detail in the Current Resources section above. Due to the historic investment in eviction and homelessness prevention programs in response to the COVID-19 pandemic, HOME-ARP funds are not prioritized for those at risk of homelessness. The most pressing need for housing assistance, emergency shelter, and support services is among those experiencing homelessness.

Housing inventory data reveals a significant need for additional affordable rental units. According to FY 2021 Longitudinal Systems Analysis (LSA) data, approximately 63% of households that exited the homelessness system accessed only emergency shelter and left to a temporary or unknown destination. The data suggests a lack of affordable housing units is creating a bottleneck in the system.

The City staff foresee the need for affordable housing to continue to be exasperated by a number of international, national, state, and local factors. As stated in the Resource section above, the City currently oversees over 400 affordable housing rental units, with a vacancy rate near zero. However, the required affordability period will be ending for 39 of the City's affordable housing rental units by December 31, 2024. It is highly unlikely that the City will have the ability to replace these 39 units with a comparable number of new or rehabilitated units prior to the end of 2024, due primarily to the high costs currently associated with construction.

As stated in the Resource section above, the Missouri Housing Development Commission (MHDC) has provided tax credits allowing for the construction of 38 affordable housing developments for low-and moderate-income tenants via the Low-Income Housing Tax Credit (LIHTC) program. These LIHTC affordable housing developments currently have a waitlist for tenants. The MHDC has reported that by December 31, 2024, the required affordability period will be ending for 164 LIHTC units.

Feedback provided through the consultation and public participation processes suggest a need for additional low-barrier, Non-Congregate Shelter for families and youth. HOME-ARP funds may be used to acquire and develop Non-Congregate Shelter (NCS) units but cannot be used for NCS operating costs. However, the Ozarks Alliance to End Homelessness (OAEH) has existing non-

congregate emergency shelter providers that receive CoC, ESG, and other federal funding sources that will allow them to provide operating costs for additional non-congregate shelter facilities.

Supportive Services can help prevent episodes of homelessness and support the homeless in becoming housed. According to the United States Interagency Council on Homelessness, combining affordable housing with wrap-around supportive services can not only "resolve homelessness and increase housing stability, but also improve health and lower public costs by reducing the use of publicly-funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons." Participants of the City's consultation process indicated the need for enhancement of the OAEH's existing prevention and diversion programming.

Feedback provided through the consultation sessions also suggests that while there are additional housing and service needs among survivors of domestic violence (DV) and veterans, priority does not need to be placed on programs serving these populations. Therefore, HOME-ARP funding would be best used to develop affordable rental units, to acquire and develop low-barrier and housing-focused, non-congregate shelter, and to provide supportive services for all qualifying households or individuals needing prevention and diversion services for homeless prevention.

An additional factor in the decision to develop additional Affordable Rental Housing, and Non-Congregate Shelter is the fact that the primary funding sources of the Continuum of Care (CoC) funded agencies is the Continuum of Care (CoC) grant, and the Emergency Solutions Grant (ESG). These two federal funding sources do not allow for the funding of brick-and-mortar projects. Therefore, these Affordable Rental Housing and Non-Congregate Shelter projects will positively affect the trajectory of the homeless service system in Springfield for both the present time and also for generations to come.

Preference given to a specific population or subpopulation

The City of Springfield will work directly with One Door (the central intake office and primary front door of the Springfield/Greene, Christian, and Webster Counties Continuum of Care (CoC)) to give preference specifically for the HOME-ARP funded Non-Congregate Shelter project to the homeless and those Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined in the HOME-ARP Notice (CPD-21-10). Preference will not be given to specific subpopulations.

Coordinated Entry System (CES) referrals for HOME-ARP funded Non-Congregate Shelter component will prioritize households who are the most vulnerable as determined using vulnerability assessment tools; this ensures an appropriate match between the most intensive services and those least likely to succeed with a less intensive intervention, while giving households with fewer housing barriers access to diversion and prevention resources. This approach is intended to reduce the average length of episodes of homelessness and result in better housing outcomes for all. Upon the creation of the Ozarks Alliance to End Homelessness

Shelter Diversion program, the local CES was expanded. The local CES will be further expanded to ensure acceptance of persons from all four of the qualifying populations. Prioritization for HOME-ARP funded Non-Congregate Shelter will be accomplished using the existing CES assessment tools and prioritization policies and include the following factors:

1. Housing Status (category 1 – literally homeless)
2. VI-SPDAT Score (highest to lowest)
3. Length of Time Homeless (highest to lowest)
4. Prioritization List Start Date (oldest to newest)

Meeting needs of non-homeless populations

While the City of Springfield intends to give preference to homeless individuals and families, and those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined in the HOME-ARP Notice (CPD-21-10) for the development of a HOME-ARP funded Non-Congregate Shelter(s); the City has not given a preference to any of the qualifying populations or sub-populations for the HOME-ARP funded Affordable Rental Housing and Support Services components. Both the Affordable Rental Housing component and the Supportive Services component are intended to serve all of the qualifying populations. The City will work with the O'Reilly Center for Hope in connecting individuals from the qualifying populations with HOME-ARP funded Affordable Rental Housing and Support Services.

The O'Reilly Center for Hope is a community-centered service hub for those who are seeking emergency shelter and transitional housing needs. The O'Reilly Center for Hope brings together partner agencies to create a collaborative, one-stop center to help individuals find and sustain housing that is safe, decent, and affordable; while also offering such services as financial counseling, financial management, home buyer opportunities, and education information. The O'Reilly Center for Hope serves as the new home to the Springfield Affordable Housing Center, containing One Door (the central intake office and primary front door of the local Continuum of Care (CoC)) and 20 partner agencies including: the AIDS Project of the Ozarks, Burrell Behavioral Health, Catholic Charities of Southern Missouri, Consumer Credit Counseling Services, the Greene County Health Department, Habitat for Humanity, Isabel's House – The Crisis Nursery of the Ozarks, Legal Services of Southern Missouri, MSU Care: Medical services and Medicaid application assistance, Missouri Career Center, Missouri State University School of Nursing, the Ozarks Area Community Action Corporation (OACAC), the Springfield Community Land Trust, Springfield Public Schools, the Springfield Police Department, the Veterans Administration and more.

The O'Reilly Center for Hope was designed to provide a holistic response to homelessness, and other forms of housing and financial instability. The City currently provides funding for a prevention and diversion program. The HOME-ARP funding will allow for an enhancement of this existing prevention and diversion programming. As stated earlier, the creation of the Ozarks Alliance to End Homelessness (OAEH) Shelter Diversion program, prompted the OAEH to expand the local CES, allowing it to accept all four of the qualifying populations.

Affordable rental housing production goal and how it will address priority needs
It is estimated that the City's HOME-ARP funds will be used to support the development of an estimated 10 units of affordable rental housing for occupancy by qualifying populations (QPs), utilizing the HUD HOME-ARP Housing Production Goal Calculation Worksheet. Development of these units will help address the lack of permanent housing resources. The units will be maintained for occupancy by qualifying populations for a minimum of 15 years.

HOME-ARP Refinancing Guidelines
The City of Springfield will not be allocating HOME-ARP funds to refinance existing debt. HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

Exhibit B

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 400,000		
Acquisition and Development of Non-Congregate Shelters	$ 2,215,703		
Tenant Based Rental Assistance (TBRA)	$ 0		
Development of Affordable Rental Housing	$ 1,000,000		
Non-Profit Operating	$ 0	0 %	5%
Non-Profit Capacity Building	$ 0	0 %	5%
Administration and Planning	$ 190,000	5 %	15%
Total HOME ARP Allocation	$ 3,805,703		

The allocations may be adjusted by 25% of the total grant amount between eligible activities.

One-rdg._____
P. Hrngs. _____
Pgs. ____8____
Filed: ___06-07-22___

Sponsored by: ___Schilling___

First Reading: _____ Second Reading: _____

COUNCIL BILL ___2022- 153___ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of promoting the visual and performing arts in Springfield, Missouri.

_____

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, a portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Arts Council, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 -153

FILED 06-07-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc. whereby the Arts Council will receive a share of the City's collection fee from the Hotel/Motel Tax to promote the visual and performing arts in Springfield, Missouri.

BACKGROUND INFORMATION: The Arts Council is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. A portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for Fiscal Year 2022-2023 is $65,073.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 1, Arts, Culture, and Tourism; Major Goal 2, Strengthen relationships between Springfield arts and culture organizations and regional arts and culture organizations; Objective 2, Increase opportunities and activities in the region (Springfield can provide consultation/resources to assist).

REMARKS: The Arts Council has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Operations Manager, and a part-time Bookkeeper and Exhibitions Manager. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2022	TERMINATION DATE JUNE 30, 2023	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625 Fax: (417) 864-1030** **Attn: David Holtmann, Director of Finance**	**Springfield Regional Arts Council, Inc.** **411 N. Sherman Parkway** **Springfield, MO 65802** **Phone: (417) 862-2787 Fax: (417) 888-2322** **Attn: Leslie Forrester**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2022, to June 30, 2023, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

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

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been

worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail

(if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) 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 location 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.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title:_____

Electronic mail address for notice purpose:

_____

Attest:

_____
Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.

B. Developing and operating the City-owned Creamery Arts Center.

C. Promoting and supporting the visual and performing arts for local organizations.

D. Sponsoring festivals as a community and tourism outreach.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-07-22

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-154 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a James River Basin Partnership 319 Grant in the amount of $35,000, from the Environmental Protection Agency through the Missouri Department of Natural Resources, to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of $35,000.

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

WHEREAS, the Art Museum North Parking Improvements Project ("Project") is part of Phase I of the Master Plan; and

WHEREAS, the Springfield Art Museum has received a James River Basin Partnership 319 Grant in the amount of $35,000 to fund portions of the Project that removes areas of impervious surfaces and replaces them with pervious materials or non-compacted soil and vegetation to enhance infiltration of runoff.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept a James River Basin Partnership 319 Grant in the amount of $35,000, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the Springfield Art Museum, for the Fiscal Year 2021-2022, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 083 in the amount of $35,000, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-154

FILED: 06-07-22

ORIGINATING DEPARTMENT: Art Museum

PURPOSE: Authorizing the City Manager, or his designee, to accept grant funds from the James River Basin Partnership 319 Grant from the Environmental Protection Agency through the Missouri Department of Natural Resources to support construction of the Art Museum North Parking Improvements project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of $35,000.

BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, the Museum's parking will be relocated to the north side of the Museum property. This project is part of Phase I of implementation of the Master plan. Phase I will also include the construction of a new parking lot and vehicular entrance on the northwest portion of the Museum property as well as improvements to the Amphitheater, lighting, accessibility through the construction of additional trails and sidewalks, and aesthetic improvements to the landscape through plantings. Additionally, the new parking lot will include features such as pervious pavers and underdrains that will improve water quality through the management of non-point source pollutants ("NPSP") through the elimination of impervious surface.

The James River Basin Partnership 319 Grant from the Environmental Protection Agency through the Missouri Department of Natural Resources will fund portions of this project that remove areas of impervious surfaces and replace with them with pervious materials, or non-compacted soil and vegetation to enhance infiltration of runoff. This Council Bill will authorize the acceptance of these funds for this purpose from the James River Basin Partnership. This project is consistent with parking improvements shown in the Art Museum Master Plan.

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

This project supports the following City Council Priorities:

- Quality of Place
- Economic Vitality

Submitted by:

Nick Nelson,
Director of Art Museum

Recommended by:

Tiffany Brunner,
Art Museum Board Chair

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
083

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	416030	103026	00000	$ 35,000	James River Basin Partnership 319 Grant
Net Revenue Adjustment						$ 35,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	509110	103026	00000	$ 35,000	Art Museum North Parking Improvements
Net Expenditure Adjustment						$ 35,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-22 budget by accepting grant funds of $35,000 from the James River Basin Partnership 319 Grant from the Environmental Protection Agency through the Missouri Department of Natural Resources for the Art Museum North Parking Improvement project.

Requested By:

6-07-2022
Department Head Date

Approved By:

6-07-2022
Director of Finance Date

6-07-2022
City Manager Date

Authorization:

Council Bill No. 2022-154
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 06-07-22

Sponsored by Hardinger

COUNCIL BILL 2022- 155 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointments of Cara Walker, Jonathan Barratt, and John Hamra to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

WHEREAS, the petition establishing the Airport Plaza Community Improvement District ("CID") establishes the qualifications of, and process for, appointing members to the Airport Plaza CID Board of Directors ("Board"); and

WHEREAS, said petition provides that Airport Plaza CID Board members are appointed by the Mayor and confirmed by City Council; and

WHEREAS, there is currently a need to appoint members to the Airport Plaza CID Board; and

WHEREAS, the Mayor has recommended the appointment of Cara Walker, Jonathan Barratt, and John Hamra to the Airport Plaza CID Board.

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

Section 1 – City Council hereby confirms the appointment of Cara Walker to the Airport Plaza CID Board, with her term to expire on December 31, 2023.

Section 2 – City Council hereby confirms the appointment of Jonathan Barratt and John Hamra to the Airport Plaza CID Board, with each of their terms to expire on December 31, 2025.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 155

FILED: 06-07-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To confirm the appointment of Cara Walker and the reappointment of Jonathan Barratt and John Hamra to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Airport Plaza Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointments to the Board:

Seat	Name	Qualification	Term Expires	Notes
1	John Hamra	Property owner representative	12/31/2025	Reappointment
2	Jonathan Barratt	Business representative	12/31/2025	Reappointment
4	Cara Walker	Property owner representative	12/31/2023	New appointment to serve remainder of unexpired term

REMARKS: Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by:

Amanda Ohlensehlen, Director

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 06-07-22

Sponsored by Lear

COUNCIL BILL 2022-156 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointments of Brenda Guffey, Bryan Pendleton, and Lee Ann Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval).

WHEREAS, the petition establishing the Glenstone Marketplace Community Improvement District ("CID") establishes the qualifications of, and process for, appointing members to the Glenstone Marketplace CID Board; and

WHEREAS, said petition provides that Glenstone Marketplace CID Board members are appointed by the Mayor and confirmed by City Council; and

WHEREAS, there is currently a need to appoint members to the Glenstone Marketplace CID Board; and

WHEREAS, the Mayor has recommended the appointment of Brenda Guffey, Bryan Pendleton, and Lee Ann Thessing to the Glenstone Marketplace CID Board.

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

Section 1 – City Council hereby confirms the appointments of Brenda Guffey, Bryan Pendleton, and Lee Ann Thessing to the Glenstone Marketplace CID Board, with each of their terms to expire June 8, 2025.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 156

FILED: 06-07-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To confirm the reappointment of Brenda Guffey, Bryan Pendleton, and Lee Ann Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Glenstone Marketplace Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following reappointments to the Board:

Seat	Name	Qualification	Term Expires	Notes
3	Brenda Guffey	Property owner representative	6/8/2025	Reappointment
4	Lee Ann Thessing	Property Owner representative	6/8/2025	Reappointment
5	Bryan Pendleton	Property owner representative	6/8/2025	Reappointment

REMARKS: Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommended by

Amanda Ohlensehlen, Director

Approved by:

Jason Gage, City Manager