



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

August 7, 2023

6:30 PM

City Council Chambers

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. July 24, 2023, City Council Meeting.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-188 (Hosmer)

A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2023-2024, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$250,000 for special election costs related to whether to impose an additional sales tax on the retail sales of adult use marijuana.

6.2. Council Bill 2023-189 (Carroll)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$5,658,166.12 for the Project; authorizing the

City Manager, or his designee, to enter into an agreement for said Project; and approving a budget adjustment for the amount needed, plus a 10% contingency, to fund the Project, by amending the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the necessary amount of \$3,300,000.00.

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

7.1. Council Bill 2023-190 (Simpson)

A resolution granting a Short-Term Rental Type 2 permit for the property located at 1024 East Sunshine Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-191 (Lee)

A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to support and sustain the operation of the Springfield Fire Department/Region D Homeland Security Bomb Squad; amending the budget for the Fire Department in the amount of \$301,426; and declaring that this Bill qualifies for approval in one reading.

10.2. Council Bill 2023-192 (Lee)

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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$4,856,250, for the purpose of appropriating \$3,885,000 of federal grant funds and \$971,250 of 1/8-cent Transportation Sales Tax fund balance reserves to be utilized for project construction and inspection associated with pavement resurfacing improvements on various streets; and declaring that this Ordinance qualifies for approval in one reading.

10.3. Council Bill 2023-193 (Hardinger)

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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$1,456,250, for the purpose of appropriating \$1,165,000 of federal grant funds and \$291,250 of 1/4-cent Capital Improvement Sales Tax fund balance reserves to be utilized for Americans with Disabilities Act-related improvements; and declaring that this Ordinance qualifies for approval in one reading.

10.4. Council Bill 2023-194 (Carroll)

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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$3,062,500, for the purpose of appropriating \$2,450,000 of federal grant funds and \$612,500 of 1/8-cent Transportation Sales Tax fund balance reserves to be utilized in a variety of transportation management system improvements; and declaring that this Ordinance qualifies for approval in one reading.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

- 12.1. Council Bill 2023-187 (Simpson) This item was postponed until the August 7, 2023, City Council Meeting.

A special ordinance amending the City of Springfield's Citizen Participation Plan, which is part of the Consolidated Plan for the administration of City programs funded by the United States Department of Housing and Urban Development, to accommodate regulatory changes, update regulatory citations and policy, provide an option for staff to hold public meetings, and improve the Citizen Participation Plan's clarity. (Staff recommends approval.)

- 12.2. Council Bill 2023-195 (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 10.6 acres of private property generally located at 4808 East Parallel Lane, and referenced as Annexation A-4-2023, into the City of Springfield. (Staff recommends approval.)(By: Tina Patel; 4808 East Parallel Lane; A-4-2023.)

- 12.3. Council Bill 2023-196 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.6 acres of property generally located at 4808 East Parallel Lane from County M-1, Light manufacturing district, to City IC, Industrial commercial district, with Conditional Overlay District No. 229; establishing Conditional Overlay District No. 229; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: Tina Patel; 4808 East Parallel Lane; Z-13-2023 with Conditional Overlay District No. 229.)

- 12.4. Council Bill 2023-197 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; establishing Conditional Overlay District No. 232; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission

recommend approval.)(By: William F. Walz Jr. Etal Trust; 6401 South Farmers Branch Avenue; Z-16-2023 w/ COD No. 232.)

12.5. Council Bill 2023-198 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.43 acres of property generally located at the 3500 block of East Olive Street from Planned Development No. 298 to GR, General retail district, with Conditional Overlay District No. 233; establishing Conditional Overlay District No. 233; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: In-Out, LLC; 3500 block of East Olive Street; Z-17-2023 with Conditional Overlay District No. 233.)

12.6. Council Bill 2023-199 (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 28 acres of private property generally located at 5500 East Farm Road 104, and referenced as Annexation A-5-2023, into the City of Springfield. (Staff recommends approval.)(By: Jerry Tolbert Trust; 5500 East Farm Road 104; A-5-2023.)

12.7. Council Bill 2023-200 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1, Agricultural district, to City HC, Highway commercial district, with Conditional Overlay District No. 234; establishing Conditional Overlay District No. 234; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: Jerry Tolbert Trust; 5500 East Farm Road 104; Z-18-2023 with Conditional Overlay District No. 234.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-201 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to accept \$13,500,000 of American Rescue Plan Act grant funds appropriated by the Missouri General Assembly and \$631,275 in local match funds from the Springfield Convention and Visitors Bureau, Inc., to support maintenance and improvements to the Cooper Park/Lake Country Soccer Complex and the Killian Softball Complex; authorizing the City Manager, or his designee, to do those things necessary to receive and disburse such funding and carry out the identified activities, including entering into a Grant Agreement with the Missouri Department of Economic Development for the purpose of accepting the \$13,500,000 of American Rescue Plan Act grant funds and entering into an Agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of accepting the \$631,275 in local match funds; appropriating \$5,000,000 of General Fund carryover funds to provide additional local match funds; and amending the budget of the City of Springfield for Fiscal Year 2023-2024 in the amount of \$19,131,275.

13.2. Council Bill 2023-202 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Northrop Grumman Systems Corporation, for the purpose of installing and maintaining monitoring wells on public right-of-way near the site of the former Litton Systems property, generally located at 4811 West Kearney Street, to monitor groundwater conditions at no cost to the City.

13.3. Council Bill 2023-203 (Hosmer)

A special ordinance authorizing the issuance of not to exceed \$4,877,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2023-2024 budget of the City in the amount of \$6,377,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

13.4. Council Bill 2023-204 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 507 of the 2018 International Fire Code, relating to private fire service mains and hydrants.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. 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.

15.1. The Mayor recommends the following appointment to the Tree City USA Citizen Advisory Committee: Michael Brittain with term to expire December 1, 2023.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2023-205 (Jenson)

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Contract for Sale of Real Estate with GDL Enterprises, LLC, for 750 square feet of vacant land formerly addressed as 730 West Grand Street; authorizing the issuance of a quitclaim deed for the same; and amending the budget of the Department of Public Works for Fiscal Year 2023-2024 in the amount of \$3,500. (Staff recommends approval.)

18.2. Council Bill 2023-206 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 601 North Brown Avenue as part of the Westport Branch Green Infrastructure Project and to execute all necessary documents in support thereof.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3.

19.1. Council Bill 2023-207 (Simpson)

A resolution approving the use of funds from the 1/4-Cent Capital Improvements Sales Tax Minor Neighborhood Improvement Program in the amount of \$900 to support the fabrication and installation of neighborhood identification signs for the Seminole Holland Neighborhood Association (Zone 4).

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.



City of Springfield

City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
Brandon Jenson, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Callie Carroll, General C
Derek Lee, General D

July 24, 2023

6:30 PM

City Council Chambers

1. ROLL CALL.

Present: Heather Hardinger, Callie Carroll, Derek Lee, Brandon Jenson*, Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, and Ken McClure. Absent: None.

*Councilmember participated via Zoom.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. July 10, 2023, City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the July 10, 2023, City Council meeting. Councilwoman Hardinger seconded the motion, and it was with the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

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.

The Consent Agenda was approved by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT, POLICE CHIEF REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

Jason Gage, City Manager, provided an update. He noted the Kansas City Chiefs Champions Tour would attend the Birthplace of Route 66 Festival on Friday, August 11 at the Springfield Expo Center. He added the club's Super Bowl trophy would be the main attraction at a rally from 4 to 6 p.m. at the Springfield Expo Center. In addition to the trophy, the event will include an appearance by the "Kingdom Cruiser" bus, appearances by Chiefs Cheerleaders, the Rumble drumline, the KC Wolf, and more. At 6 p.m., the bus and entourage would leave the facility and line up to join a portion of the Birthplace of Route 66 Parade. The best viewpoint will be on College Street from Main to Jefferson Avenue. He added the culmination of the day's events is scheduled for 7 p.m. at the festival's Motorcycle Village, where the cheerleaders and drumline will appear on the Aaron Sachs Stage. Machine Gun Symphony and Sixwire bands are scheduled to play at the end of the day.

Mr. Gage provided a ForwardSGF update. He noted Springfield is updating a series of City Codes that regulate the development of land and installation of public infrastructure. The City is creating Place Teams to facilitate meaningful, effective, and efficient engagement for discussion of these changes. The teams will be comprised of stakeholders and representative constituencies related to the specific context, and associated issues, in Springfield. Those interested can sign up at forwardsgf.com.

Mr. Gage noted Governor Mike Parson will be in Springfield on Thursday to deliver his State of the State Address, and will visit Fire Station 13 immediately following, around 1:30 p.m. He will be joined by Senator Lincoln Hough for the ceremonial signing of Senate Bill 24, which provides several provisions for 911 telecommunicators and first responders.

Paul Williams, Police Chief, provided a Police Chief's Report. He noted crimes against persons, property, and society were trending down through the end of May. Chief Williams further noted a 4% decline in crimes against persons, 20% decline in crimes against property, and a 1.4% increase in crimes against society, with an increase in prostitution arrests. He noted gun violence has had an increase in shots fired and injuries.

Chief Williams acknowledged crime prevention is more impactful than solving crime. There is a quarterly focus for crime prevention: quarter 1 focused on robbery and showed a 33% reduction, quarter 2 focused on sexual assaults and showed a 62% overall reduction, and quarter 3 focused on theft from vehicles is ongoing. He added the average theft from vehicles is 63 so far for 2023, and 133 illegal guns were seized so far in 2023. This has been trending down overall for the last five years.

Chief Williams provided an update on Data-Driven Approaches to Crime and Traffic Safety (DDACTS). He noted the department has increased visibility to drive crime down. This method was determined to be successful and expanded to a

city-wide effort. He added the average number of stops per officer is 62, an increase from 26 stops the previous year. Chief Williams reported a 6% decrease in traffic crashes over the last year.

Chief Williams noted municipal arrests remain consistent as outstanding warrants were worked through.

Chief Williams noted the Mental Health Co-Responder Program had 342 total incidents; 227 were resolved through the co-responder, and 95 were handled by the co-responder only.

Chief Williams provided an update on opioid incidents. He noted there were 156 overdoses, 9 fatalities, and 29 times Narcan was administered this year to date.

Chief Williams provided a recruiting update. Chief Williams noted there are currently 51 vacancies in the Police Department. He added that 18 full-time officers in training are already included in the total. Chief Williams noted there are two academy classes scheduled for next year. The goal is 20 attendees for every academy class. Chief Williams further noted there are currently 9 vacancies for Police Service Representatives.

Councilman McGull asked if marijuana-related traffic violations are being tracked. Chief Williams responded affirmatively and noted there was no data thus far.

Councilwoman Horton asked how feedback from the public matches what the report data shows. Chief Williams noted public perception may be different but is hopeful the data and public engagement will answer any questions the public may have.

Councilman Hosmer asked if the grant for flock cameras was accepted. Chief Williams noted the current cameras were funded as a pilot program through the current budget, and the grant is in process through the State.

Councilman Hosmer asked if there is data kept on repeat offenders regarding gun violence. Chief Williams responded this statistic is not kept. Councilman Hosmer expressed his belief the data could be tracked and possibly used to further protect the community. Chief Williams noted repeat offender information for criminals is tracked. Councilman Hosmer asked the status of the Police Department specific Human Resources position. Chief Williams responded he signed the paperwork for the position, and the department will have two positions, one focused on sworn personnel and the other on non-sworn personnel.

Mayor McClure noted he recently attended a session with the Director of the Department of Corrections to discuss rehabilitation efforts for offenders. He expressed his belief the approach was encouraging.

Councilman Jenson asked if there is a sense of where the illegal guns are coming from. Chief Williams noted illegal guns come from various sources, and guns are easily acquired to be used for illegal activity.

Councilman Jenson asked about efforts to enforce the noise ordinance. He noted this is a complaint he receives from citizens. Chief Williams responded that in regard to traffic noise, individuals will often take off at a high rate of speed and, for safety reasons, the officer will not pursue them. This adds to traffic noise. Chief Williams added that drones are beginning to be used as an operational tool. The department also works with the Highway Patrol to utilize their helicopter to find offenders.

Councilman Jenson asked for a brief overview of the camera registration program. Chief Williams responded registration for the program is through a form online. If the camera is registered, time could be saved as investigators can access the registrations as necessary. He added there are approximately 357 registrations.

Councilman McGull asked about the pros and cons of assigning squad cars and having assigned cars to be taken home by officers. Chief Williams responded two officers are assigned to each car at this time. He added take-home cars would be an item to be included in contract negotiations.

Councilwoman Carroll asked if time would be saved if the officers could each take home their own cars. Chief Williams responded that assigned cars help save time, and take-home cars are a separate issue.

Councilman Hosmer asked if officers could previously take the cars home. Chief Williams responded there is a funding stream in place for replacement of cars which helps build the fleet, which allows officers to be assigned to specific cars. Councilman Hosmer asked how many cars could be utilized for take-home cars. Chief Williams responded this is a benefit and would have to be negotiated in the contract.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-170 (Jenson)

A special ordinance granting Conditional Use Permit No. 474 for the purpose of permitting an automobile service garage as a conditional use within the GR – General retail district, generally located at 4564 South Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Campbell - Buena Vista LLC, VantEdge Auto T5; 4564 S. Campbell Avenue; Conditional Use Permit No. 474).

Council Bill 2023-170 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-171 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.3 acres of property generally located at 1630 North Jefferson Avenue and 1635 North Benton Avenue from R-SF, Single-family residential district, and CC, Center city district, with UC – Urban conservation district No. 3, to Planned Development No. 386; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Titus Williams LLC & Historic Commercial Development LLC; 1630 N. Jefferson Avenue & 1635 N. Benton Avenue; Planned Development No. 386).

Councilman Lee acknowledged Titus Williams was a customer of his. He noted he would still vote.

Councilwoman Carroll acknowledged the developer is a shareholder and client at the bank she works for. She noted her intent to vote.

Council Bill 2023-171 (Horton) was approved by the following vote: Ayes: Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-172 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.92 acres of property generally located at 1353, 1409, and 1421 North West Bypass and 3538, 3550, and 3616 West Division Street from HC, Highway Commercial District, and GM, General Manufacturing District, to HM, Heavy Manufacturing District, with Conditional Overlay District No. 230; establishing Conditional Overlay District No. 230; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Demore Interprises Inc. & James Demore; 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street; Z-14-2023 w/ COD No. 230).

Council Bill 2023-172 (Horton) was approved by the following vote: Ayes: McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, and McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2023-173 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 3518, 3526, and 3532 West Waddill Street from GM, General Manufacturing District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Wilson Trust; 3518, 3526, & 3532 West Waddill Street; Z-2-2023).

Council Bill 2023-173 (Horton) was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2023-174 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 2035 West Kearney Street from HC, Highway Commercial District, to IC, Industrial Commercial District, with Conditional Overlay District No. 231; establishing Conditional Overlay District No. 231; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Craig and Lori Slater; 2035 W. Kearney Street; Z-15-2023 w/COD #231).

Council Bill 2023-174 (Horton) was approved by the following vote: Ayes: Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

6.6. Council Bill 2023-175 (McGull)

A special ordinance granting Conditional Use Permit No. 475 for the purpose of permitting residential uses on the first-floor frontage within the GR – General retail district, generally located at 2000 North National Avenue. (Planning and Zoning Commission and staff recommend approval.) (By: 3 Best Friends, LLC; 2000 N. National Avenue; Conditional Use Permit No. 475).

Council Bill 2023-175 (McGull) was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

6.7. Council Bill 2023-177 (Horton)

A special ordinance granting Conditional Use Permit No. 471 for the purpose of permitting a development project greater than 10,000 square feet of total building floor area and a building greater than three stories in height as a conditional use within the COM-1 – Commercial Street District, generally located at 411 West Commercial Street. (Planning and Zoning Commission recommends denial; staff recommends approval.) (By: Dan Johnson & Associates, LLC; 411 West Commercial Street; Conditional Use Permit No. 471).

Councilwoman Horton asked staff to discuss locations of additional parking. Martin Gugel, Assistant Director of Public Works, noted the additional spaces on Commercial Street would be restriped to gain parking spaces. Councilwoman Horton expressed her opinion the area needs to be more pedestrian-friendly and noted the importance of affordable housing.

Councilman McGull asked if there was public parking south of Commercial Street. Mr. Gugel responded affirmatively.

Councilman Jenson noted support for the comments of Councilwoman Horton. He further noted the importance of affordable housing and safe parking. He expressed his opinion the want of convenient parking should not outweigh the need for affordable housing. Councilman Jenson asked if a parking study was conducted for the City. Mr. Gugel responded the area was part of a parking study in 2015, and staff is looking at revising that parking study.

Councilman Lee acknowledged his support for the project. He commended staff for working with the neighborhood.

Mayor Pro Tem Simpson acknowledged his support for the project and expressed his opinion there is a need for affordable housing.

Council Bill 2023-177 (Horton) was approved by the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

6.8. Council Bill 2023-178 (Jenson)

A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue for the purpose of accommodating construction of improvements at said location. (Planning and Zoning Commission and staff recommend approval.)

Councilman Lee asked why a condition was added that requires the project to be completed in one year. Brendan Griesemer, Interim Director of Planning and Development, responded this is standard language in the Code.

Council Bill 2023-178 (Jenson) was approved by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: None. Abstain: None.

6.9. Council Bill 2023-179 (Hosmer)

A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$143,679, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

Council Bill 2023-179 (Hosmer) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.10. Council Bill 2023-180 (Hardinger)

A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$663,807, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

Council Bill 2023-180 (Hardinger) was approved by the following vote: Ayes: Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Absent: None. Abstain: None.

6.11. Council Bill 2023-181 (Simpson)

A special ordinance accepting new right-of-way and an extension of South Florence Avenue, generally located at 1131 East Washita Street, connecting South Florence Avenue to East Washita Street. (Planning and Zoning Commission and staff recommend approval.)

Council Bill 2023-181 (Simpson) was approved by the following vote: Ayes: McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, and McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS. Citizens May Speak, May Be Voted On.

7.1. Council Bill 2023-184 (McGull)

A resolution declaring the intent of the City of Springfield to annex approximately 10.6 acres of private property generally located at 4808 East Parallel Lane, referenced as Annexation A-4-2023, into the City. (Staff recommends approval.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed declares the intent to annex approximately 10.6 acres of property at 4808 East Parallel Lane. He added the property is located near the Buc-ee's that is being built. He noted it is in the City's service area. He further noted the annexation and rezoning will follow at a future City Council meeting.

Councilwoman Horton asked why the process includes a separate intent to annex and asked if the process could be streamlined. Mr. Gage responded in general, the process has some flexibility and, in some cases, could be streamlined. Mr. Gage noted the process would be reviewed.

Council Bill 2023-184 (McGull) was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2023-185 (McGull)

A resolution declaring the intent of the City of Springfield to annex approximately 28 acres of private property generally located at 5500 East Farm Road 104, referenced as Annexation A-5-2023, into the City. (Staff recommends approval.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed declares the intent to annex approximately 28 acres of property at 5500 East Farm Road 104. He added the property is located near the new Buc-ee's. He further noted the annexation and rezoning will follow at a future City Council meeting.

Council Bill 2023-185 (McGull) was approved by the following vote: Ayes: Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

7.3. Council Bill 2023-186 (Horton)

A resolution approving the Master Plan for the Fairgrounds submitted by the Greene County Agricultural and Mechanical Society of Springfield, Missouri.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. Ms. Lewsader noted the City worked with the Fair Board to revise the Fairgrounds lease. She added Kent Hyde, a representative of the Fair Board, would present the Master Plan for the Fairgrounds which was submitted by the Greene County Agricultural and Mechanical Society of Springfield, Missouri.

Kent Hyde noted the lease requires an updated Master Plan. He added there is a new arena being constructed, which will be completed in approximately September. Mr. Hyde noted the Master Plan also included the intention of improving the structures and using the property as a national venue. He added the arena will have 24-hour security during the Fair. He noted ARPA funds were received for the arena. He added the intention is to refence the property, build an additional barn, create 400 additional camping spots, and use the approximately 6,700-seat arena for attractions such as arena football.

Mayor McClure noted he toured the facility and expressed his opinion that it was impressive and an asset to the community.

Councilwoman Carroll expressed her belief this adds to the quality of life in Springfield. She asked about the most current fundraiser. Mr. Hyde responded the total raised was approximately \$430,000.

Council Bill 2023-186 (Horton) was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-187 (Simpson)

A special ordinance amending the City of Springfield's Citizen Participation Plan, which is part of the Consolidated Plan for the administration of City programs funded by the United States Department of Housing and Urban Development, to accommodate regulatory changes, update regulatory citations and policy, provide an option for staff to hold public meetings, and improve the Citizen Participation Plan's clarity. (Staff recommends approval.)

Mayor Pro Tem Simpson moved to postpone Council Bill 2023-187 until the August 7, 2023, City Council meeting as requested by staff to correct drafting errors and allow staff to meet with Springfield Tenants Unite. Councilman Hosmer seconded the motion, and it was approved by the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-188 (Hosmer)

A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2023-2024, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$250,000 for special election costs related to whether to impose an additional sales tax on the retail sales of adult use marijuana.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would amend the General Fund Budget for the City Clerk to cover the cost of the August special election regarding imposing an additional retail sales tax on adult use marijuana.

Councilman Hosmer asked about the cost of the election. Mr. Holtmann responded the amount is for the bulk of the cost of the election. He added the amount is the estimate given by Greene County.

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

13.2. Council Bill 2023-189 (Carroll)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$5,658,166.12 for the Project; authorizing the City Manager, or his designee, to enter into an agreement for said Project; and approving a budget adjustment for the amount needed, plus a 10% contingency, to fund the Project, by amending the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the necessary amount of \$3,300,000.00.

Erick Roberts, Assistant Director of Environmental Services, provided a brief overview of the proposed. Mr. Roberts noted the proposed would approve the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project in the amount of \$5,658,166.12. He added the bid was the low bid and continues the City's sewer rehabilitation project.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Charles Knorr wishes to address City Council – **Did Not Appear.**

15. 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.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS.

20. CONSENT AGENDA – SECOND READING BILLS. See Item #3.

20.1. Council Bill 2023-182 (Lee)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the City of Republic, Missouri, for the sale of a programming interface that conveys citations from the Springfield Police Niche Records Management System to

the Prosecuting Attorney Management System to the City of Republic.

Council Bill 2023-182 (Lee) was by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: None. Abstain: None.

20.2. Confirm the following appointments to the Art Museum Board: Chante Falcon and Debra Mergen with terms to expire June 1, 2026. Confirmed.

20.3. Confirm the following appointment to the Art Museum Board: Dr. Tracy McGrady with term to expire June 1, 2024. Confirmed.

20.4. Confirm the following reappointment to the Art Museum Board: Cheryl Hom with term to expire June 1, 2026. Confirmed.

21. END OF CONSENT AGENDA.

22. ADJOURN.



EXPLANATION TO COUNCIL BILL 2023-188 (HOSMER)

FILED: 07/27/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2023-2024, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$250,000 for special election costs related to whether to impose an additional sales tax on the retail sales of adult use marijuana.

PURPOSE: A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2023-2024, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$250,000 for special election costs related to Special Ordinance 27839 on whether to impose an additional sales tax on the retail sales of marijuana.

BACKGROUND INFORMATION: The Fiscal Year 2023-2024 budget does not provide funds for the special election costs related to the August 2023 question on whether to impose an additional three percent sales tax on the retail sales of adult-used marijuana. To cover the cost of the special election, the City wishes to amend the General Fund budget for the City Clerk's operating budget to provide funds incurred for this special election. The special election costs are a one-time expense and are not part of the normal budget provided to the City Clerk's budget. The City will appropriate \$250,000 of carryover funds to cover these costs.

BACKGROUND INFORMATION:

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. August 8 2023 special election expense_ord
2. Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-18-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-188

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the General Fund budget for the City Clerk for the City of Springfield,
2 Missouri, for Fiscal Year 2023-2024, by appropriating a portion of the
3 accumulated carryover funds and increasing expenses in the amount
4 of \$250,000 for special election costs related to whether to impose an
5 additional sales tax on the retail sales of adult use marijuana.
6 _____
7

8 WHEREAS, in November 2022, Missouri voters approved Amendment 3 to the
9 Missouri Constitution, which added Article XIV, Section 2, and made the use and sale of
10 recreational ("adult use") marijuana legal for adults; and
11

12 WHEREAS, Article XIV, Section 2.6(5) of the Missouri Constitution authorizes
13 local governments, such as the City of Springfield, to enact an additional sales tax of
14 three percent (3%) on retail sales of adult use marijuana after approval by public vote;
15 and
16

17 WHEREAS, on May 22, 2023, City Council adopted Special Ordinance 27839
18 calling an election on August 8, 2023, to submit to the qualified voters of the City the
19 question of whether to impose an additional three percent (3%) sales tax on retail sales
20 of adult use marijuana; and
21

22 WHEREAS, the Fiscal Year 2023-2024 budget does not currently provide funds
23 for the special election costs related to the August 8, 2023, special election called for by
24 Special Ordinance 27839; and
25

26 WHEREAS, the City wishes to amend the budget for Fiscal Year 2023-2024 to
27 provide for \$250,000 in costs expected to be incurred for the August 8, 2023, special
28 election.
29

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

33 Section 1 – The General Fund budget for the City Clerk for Fiscal Year 2023-

2024 is hereby amended in the accounts and in the amounts shows on Budget Adjustment No. 005, which is 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: Jill Bennis, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
005

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	05	12010	502190	000000	00000	\$ 250,000	Election Expense
Net Expenditure Adjustment						\$ 250,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund - Fund Balance	\$ (250,000)

Explanation: To amend the FY2023-24 budget by appropriating General Fund, fund balance for the expense related to a special election on whether to impose an additional sales tax on the retail sales of marijuana.

Requested By:

Approved By:

Authorization:

Department Head _____ Date

Director of Finance _____ Date

City Manager _____ Date

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



EXPLANATION TO COUNCIL BILL 2023-189 (CARROLL)

FILED: 07/27/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$5,658,166.12 for the Project; authorizing the City Manager, or his designee, to enter into an agreement for said Project; and approving a budget adjustment for the amount needed, plus a 10% contingency, to fund the Project, by amending the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the necessary amount of \$3,300,000.00.

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$3,300,000.00 by appropriating reserves of said fund.

BACKGROUND INFORMATION: Special Ordinance 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (“CWA”). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.

A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan (“OCP”) designed to address the City’s aging sewer infrastructure. The City’s proposed OCP was approved by MDNR on or about May 1, 2015.

The City successfully completed the first 5 years of the 10-year OCP plan. Results of the completed work were gathered, analyzed, and Integrated Planning for the future was implemented. The analysis allowed the City to see the efficacy of the work performed and the need to adjust their investment strategy for optimal results. Special Ordinance 27480 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd ACJ with MDNR to extend the compliance schedule and meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years through a Supplemental Overflow Control Plan (“SOCP”).



As required by the approved 2nd ACJ and SOCP, Group 5, Batch 4, Sewer Rehabilitation Project continues rehabilitation work on the collection system that was originally done under the Early Action Program (“EAP”). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential sanitary sewer overflows, and Batches 1-3 have been completed. This rehabilitation allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.

Plans, specifications, and a cost estimate for Group 5, Batch 4, Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe have been prepared by the Department of Environmental Services and are on file in the Director’s office.

The project was advertised in The Daily Events on May 26, 2023, through May 30, 2023.

Bids were opened in the Busch Building, Conference Room 106, on June 27, 2023, at 10:30 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Insituform Technologies USA, LLC	\$5,658,166.12
Visu-Sewer, Inc.	\$6,136,043.00
SAK	\$6,577,787.00
Engineer’s Estimate	\$5,762,011.00

It is recommended that the City enter into a contract with Insituform Technologies USA, LLC for \$5,658,166.12, and to establish an approximate 10 percent contingency of additional funds for possible change orders.

This project is eligible for use of the remaining approximately \$2,900,000.00 of State Revolving Funds, as approved and authorized by Special Ordinance 27466, on February 22, 2021. The remaining cost of the project beyond the available approximately \$2,900,000.00 of SRF funds, or \$3,300,000.00, will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and is being budgeted by this council bill.

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

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



- Attachments:**
1. Group 5 Batch 4 - Cleaning CCTV and CIPP rehab_Ord
 2. Exhibit A
 3. Exhibit B

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 7-18-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-189

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main
3 Cleaning, CCTV, and Cured-in-Place Pipe Project; accepting the bid of
4 Insituform Technologies USA, LLC, in the amount of \$5,658,166.12 for
5 the Project; authorizing the City Manager, or his designee, to enter into
6 an agreement for said Project; and approving a budget adjustment for the
7 amount needed, plus a 10% contingency, to fund the Project, by
8 amending the Fiscal Year 2023-2024 budget of the Department of
9 Environmental Services Clean Water Enterprise Fund by appropriating
10 reserves of said fund in the necessary amount of \$3,300,000.00.
11 _____
12

13 WHEREAS, pursuant to the Clean Water Act (“CWA”) the City of Springfield,
14 Missouri (“City”) entered into an Amended Consent Judgment (“ACJ”) with the Missouri
15 Department of Natural Resources (“MDNR”) on or about May 7, 2012 (Special
16 Ordinance 26047), which ACJ was approved by the Greene County Circuit Court on
17 May 15, 2012. Pursuant to the ACJ, the City implemented a City-wide Overflow Control
18 Plan (“OCP”) to reduce sanitary sewer overflows (“SSOs”); and
19

20 WHEREAS, the City successfully completed the first five years of the 10-year
21 OCP plan, gathered data and analyzed results of completed work. Thereafter, the City
22 engaged in Integrated Planning for the future and determined the need to adjust the
23 OCP investment strategy for optimal results; and
24

25 WHEREAS, on or about April 5, 2021, Council authorized the City to work with
26 MDNR to enter into a 2nd ACJ, which included a Supplemental Overflow Control Plan
27 (“SOCP”), and to obtain approval for same from the Greene County Circuit Court
28 (Special Ordinance 27480), which approval was obtained on or about April 27, 2021;
29 and
30

31 WHEREAS, the SOCP includes both a public sewer rehabilitation program
32 (hereinafter known as “Group” projects) and a private sewer rehabilitation program
33 (hereinafter known as “Phase” projects) to reduce SSOs. Each public sewer
34 rehabilitation Group project requires several types, or batches, of rehabilitation and the

City has begun implementation of Groups 1 through 7 of the public sewer rehabilitation;
and

WHEREAS, Group 5 Public Sewer Rehabilitation has a Sewer Main Cleaning, CCTV and Cured-in-Place Pipe project that began construction on July 22, 2020, and Batches 1 through 3 have been reimbursed with State Revolving Fund ("SRF") funding approved through Special Ordinance 27466, on or about February 22, 2021. The construction of the current Project, known as the Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe ("Project"), is now ready to be performed using the remainder of the approved SRF funding, in the approximate amount of \$2,900,000.00, but will require additional funds from the Clean Water Enterprise Fund to pay for the amount not covered by the remaining SRF funds;
and

WHEREAS, Insituform Technologies USA, LLC, is the lowest responsive and responsible bidder for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project with the low bid of \$5,658,166.12; and

WHEREAS, a ten percent contingency of additional, appropriated funds will allow the City to cover possible change orders, due to unknown field conditions, and further the goals of the SOCP; and

WHEREAS, an amendment to the budget of the Department of Environmental Services, for Fiscal Year 2023-2024, from the Clean Water Enterprise Fund has been approved and recommended by the City Manager and by the Director of Environmental Services.

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

Section 1 – City Council hereby approves the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5, Batch 4, Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe ("CIPP") Project, a copy of which is on file with the City Clerk. A location map for the Project is attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 - The City Manager, or his designee, is authorized on behalf of the City of Springfield, Missouri, to accept the low bid for the Project from Insituform Technologies USA, LLC, in the amount of \$5,658,166.12, at the price and sum set forth in said bid, plus a ten percent contingency as said sum may be lawfully increased or decreased by the actual quantities of work units involved, and is hereby authorized to enter into an Agreement with said bidder, in accordance with the terms of the bid, the plans, and the specifications provided said Agreement is in a form approved by the City Attorney.

81 Section 3 – All workers performing work under the Agreement shall be paid a
82 wage of no less than the prevailing hourly rate of wages for work of a similar character
83 in this locality or the public works contracting minimum wage, whichever is applicable.
84 Contractor shall fully comply with the provisions and requirements of the Missouri
85 Prevailing Wage Law. Contractors and any subcontractor performing work under the
86 contract for this Project must provide a 10-hour OSHA construction safety training
87 program, or similar program approved by the Department of Labor, for on-site
88 employees, unless employees demonstrate they previously completed the program.
89

90 Section 4 – The budget of the Department of Environmental Services for Fiscal
91 Year 2023-2024 is hereby amended in the accounts and amounts as shown on Budget
92 Adjustment No. 007, a copy of which is attached hereto and incorporated herein by
93 reference as “Exhibit B.”
94

95 Section 5 – City Council hereby finds that the budget adjustment described
96 herein has been recommended by the City Manager.
97

98 Section 6 – The City Manager is directed to cause the appropriate accounting
99 entries to be made in the books and records of the City.
100

101 Section 7 – This Ordinance shall be in full force and effect from and after
102 passage.
103

104 Passed at meeting: _____
105

106 _____
107 Mayor
108

109 Attest: _____, City Clerk
110

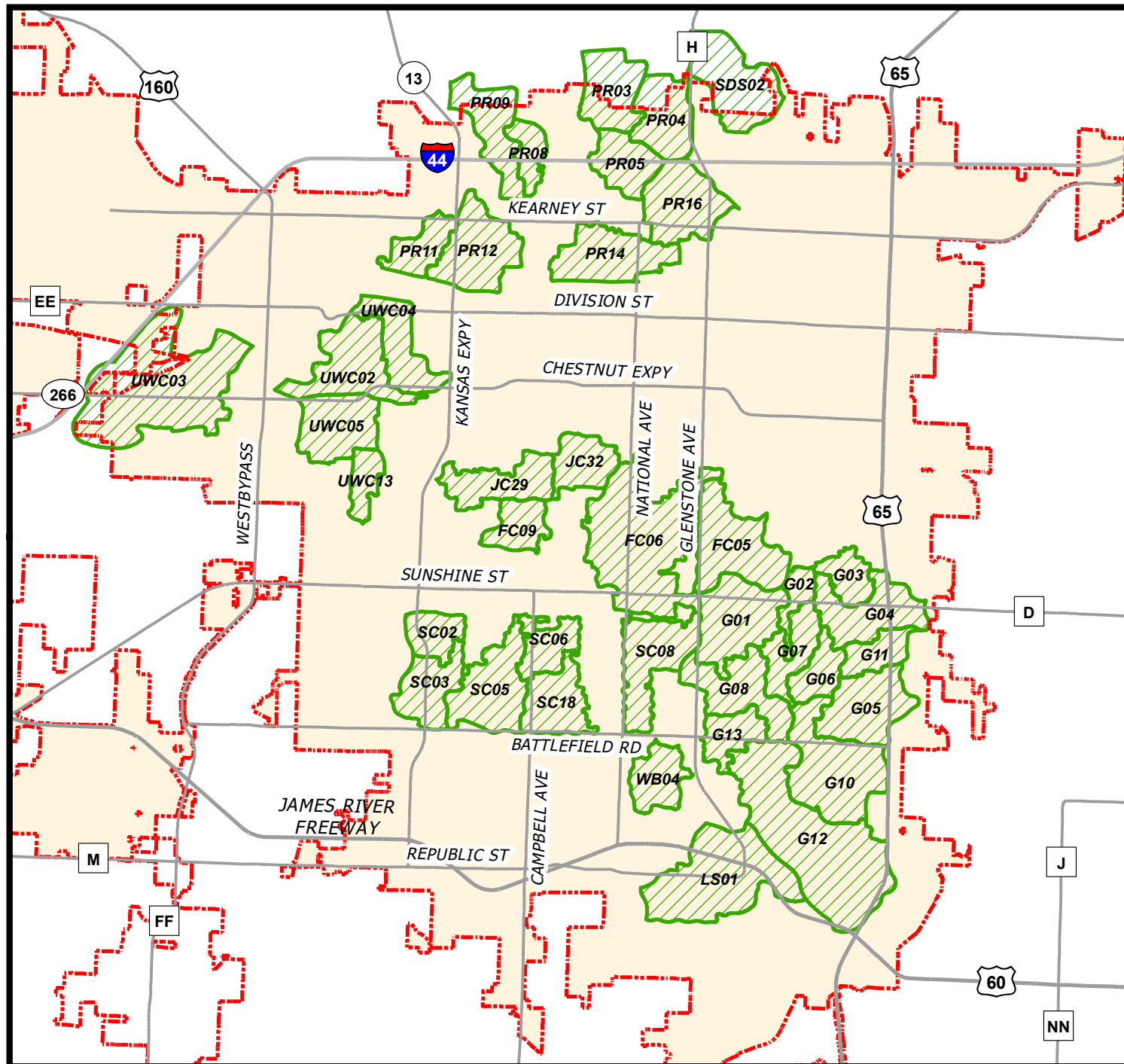
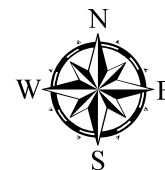
111 Filed as Ordinance: _____
112

113
114 Approved as to form: John Millington, Deputy City Attorney
115

116
117 Approved for Council action: Jason A. Hays, City Manager



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 5, BATCH 4 PUBLIC SEWER REHABILITATION - Cleaning, CCTV & CIPP



Sanitary Sewer Sub-basin Labels

Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 5, Batch 4 Rehab- CIPP
- City Limit Boundary
- City of Springfield Area

FC05 - Fassnight Creek Sub-basin 5
 FC06 - Fassnight Creek Sub-basin 6
 FC09 - Fassnight Creek Sub-basin 9
 G01 - Galloway Sub-basin 1
 G02 - Galloway Sub-basin 2
 G03 - Galloway Sub-basin 3
 G04 - Galloway Sub-basin 4
 G05 - Galloway Sub-basin 5
 G06 - Galloway Sub-basin 6
 G07 - Galloway Sub-basin 7
 G08 - Galloway Sub-basin 8
 G10 - Galloway Sub-basin 10
 G11 - Galloway Sub-basin 11
 G12 - Galloway Sub-basin 12

G13 - Galloway Sub-basin 13
 JC29 - Jordan Creek Sub-basin 29
 JC32 - Jordan Creek Sub-basin 32
 LS01 - Lake Springfield Sub-basin 1
 PR03 - Pea Ridge Sub-basin 3
 PR04 - Pea Ridge Sub-basin 4
 PR05 - Pea Ridge Sub-basin 5
 PR08 - Pea Ridge Sub-basin 8
 PR09 - Pea Ridge Sub-basin 9
 PR11 - Pea Ridge Sub-basin 11
 PR12 - Pea Ridge Sub-basin 12
 PR14 - Pea Ridge Sub-basin 14
 PR16 - Pea Ridge Sub-basin 16
 SC02 - South Creek Sub-basin 2

SC03 - South Creek Sub-basin 3
 SC05 - South Creek Sub-basin 5
 SC06 - South Creek Sub-basin 6
 SC08 - South Creek Sub-basin 8
 SC18 - South Creek Sub-basin 18
 SC20 - South Creek Sub-basin 20
 SDS02 - South Dry Sac Sub-basin 2
 UWC02 - Upper Wilson Creek Sub 2
 UWC03 - Upper Wilson Creek Sub 3
 UWC04 - Upper Wilson Creek Sub 4
 UWC05 - Upper Wilson Creek Sub 5
 UWC13 - Upper Wilson Creek Sub 13
 WB04 - Ward Branch Sub-basin 4

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
007

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	000000	00000	\$3,300,000	Sanitary Sewer Overflow Control Program, Group 5 Batch 4 Public Sewer Rehab - Sewer Main Cleaning, CCTV, and Cured-In-Place Pipe
Net Expenditure Adjustment						\$3,300,000	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	(\$3,300,000)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves from the Clean Water Enterprise Fund for the Sanitary Sewer Overflow Control Program, Group 5 Batch 4 Public Sewer Rehab - Sewer Main Cleaning, CCTV, and Cured-In-Place Pipe project.

Requested By:

Approved By:

Authorization:

Department Head Date

Director of Finance Date

City Manager Date

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



EXPLANATION TO COUNCIL BILL 2023-190 (SIMPSON)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property located at 1024 East Sunshine Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 1024 East Sunshine Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION: The property owner has applied for a Short-Term Rental ("STR") Type 2 permit to establish a Short-Term Rental Type 2 at 1024 East Sunshine Street. Section 36-473 of the Zoning Ordinance requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. If the signatures of at least fifty-five percent of neighboring property owners cannot be secured, the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant has obtained one signature from the four adjacent property owners, resulting in twenty-five (25) percent consent as shown on "Exhibit C." An additional signature was provided for an adjacent property but was not signed by the owner listed on the County Assessor's database.

The three adjacent property owners who did not sign the consent form have been notified with protest petitions that clearly state that "Failure to return this protest petition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the August 7th City Council meeting.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.

Submitted By: Andrew Menke, Assistant Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. STR2 1024 E Sunshine_res
 2. STR2 Appeal 1024 E Sunshine_ExhA
 3. STR2 Appeal 1024 E Sunshine_ExhB
 4. STR2 Appeal 1024 E Sunshine_ExhC

One-rdg. X
P. Hrngs.
Pgs. 17
Filed: 08-01-23

Sponsored by: Simpson

COUNCIL BILL 2023-190 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property located at 1024
2 East Sunshine Street for the purpose of allowing the establishment
3 of a Short-Term Rental Type 2 pursuant to Section 36-473 of the
4 Land Development Code.
5 _____
6

7 WHEREAS, the owner of the property located at 1024 East Sunshine Street has
8 applied for a Short-Term Rental ("STR") Type 2 Permit; and
9

10 WHEREAS, Section 36-473 of the Land Development Code requires STR Type 2
11 applicants to obtain signatures from fifty-five (55) percent or more of property owners
12 adjacent to and immediately across the street from the proposed property to be
13 permitted as an STR; and
14

15 WHEREAS, if the signatures of fifty-five (55) percent of the neighboring property
16 owners cannot be secured, City Council may, by resolution, grant the STR Type 2
17 Permit; and
18

19 WHEREAS, the owner of the property located at 1024 East Sunshine Street has
20 obtained one signature out of the four signatures of property owners adjacent to and
21 immediately across the street from the property, resulting in only twenty-five (25)
22 percent consent of the neighboring property owners; and
23

24 WHEREAS, property owners within 500 feet of the proposed STR Type 2
25 establishment were notified by regular mail of the August 7, 2023, City Council meeting.
26

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

30 Section 1 – City Council hereby grants the applicant a STR Type 2 Permit for the
31 property located at 1024 East Sunshine Street. The granting of the Permit is expressly
32 subject to compliance with Section 36-473 of the Land Development Code, and any
33 other applicable provisions of City Code.
34

35 Section 2 – This Resolution shall be in effect immediately upon adoption and
36 passage.

37
38 Passed at meeting: _____

39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Resolution: _____

46
47
48 Approved as to form: Jill Bennis, Assistant City Attorney

49
50
51 Approved for Council action: Jason A. Hayes, City Manager

Exhibit A

To whom it may concern,

I am the property owner of 1024 E Sunshine St, Springfield MO 65807. I would like this property to be a short term rental. 1024 is just two blocks west of Mercy Hospital and would be very convenient for traveling Doctors, Nurses or those with family in the hospital.

I am the proud aunt of a courageous young man named Xander. I have spent many nights in short term rentals, mainly with family as we have gathered to support this little boy. Xander was born in 2013 at 24 weeks gestation, he was at Cox Hospital for 103 days, in March 2021 he was diagnosed with a very rare Cancer called Hepatoblastoma. Xanders pediatrician found the mass and he was sent directly to the St. Judes wing at Mercy. Xander's tumor was larger than his liver, he would need a liver transplant or various intense Chemo sessions to shrink his tumor. Xander stayed two nights at Mercy Springfield and was transferred to Children's Hospital in Kansas City where he started the next fight of his life. Xander today is Cancer free. During these times our family has been fortunate enough to travel together and support my sister and her family through sites like airbnb and vrbo.

I had a neighborhood meeting on June 29, 2023, sent out 500 invitations, posted signs 10 days before and also tried to obtain the signatures of all adjacent property owners. Mr. Roepke at 1020 E Sunshine lives there full time and was happy to sign. The Boyle's at 1036 E Sunshine had a fire and have had to move from there home. These events have made it hard to connect with them, Lester is traveling and his wife Shanna Signed. I am aware this may not be sufficient, Shanna is on the Title and she is unsure of why the assessor would not have her listed. The Boyle's also own the property next to them 1818 S Maryland, they are happy to support this. 1025 and 1036 are long term rentals, I have been to 1025 a number of 5 times, left a letter with my phone number and also called the local and national number for the School of Metaphysics with no response. 1819 I drove to Nixa twice, left a note to call on the door with no response.

I hope to have the opportunity to share 1024 with our community and travelers by providing a comfortable convenient place to stay.

Thank you, Ashley Jones



Application for Short-Term Rental Type 2

eCity INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Fill out the Short-Term Rental Intake Form and apply on eCity.
2. Wait for Planning staff to review and send a follow-up email requesting payment of fees.

Case No.	
Date Filed	5/19/2023
Received By	A. Monke
Receipt No.	

*Fee Amount Paid: \$ 345⁰⁰
See Fee Schedule

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 1024 E Sunshine St. Springfield MO 65807

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

Application Timeframe by Department

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Ashley Jones + Philae Williams

If corporation: Corporate Official: _____

Mailing Address: 59 Three Pines Circle Reeds Spring MO 65737

Zip Code: 65737 Phone: 417-231-2085

E-mail: Anna.Bluepearl.properties@gmail.com

PROPERTY OWNER'S SIGNATURE: _____

Ashley Jones

Planning &
Development
3-6 weeks

Building Development
Services
1-3 weeks

Licensing
2-3 weeks

See checklist on page 2 for additional information.

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: All the items listed on the attached checklist must be submitted during the application process or the application will be denied. The timeframes established in the attached checklist must be followed or the application will be denied.

*Fees are non-refundable

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

Exhibit B

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: 6.29.23

3. Meeting Location: 1024 E Sunshine St. Springfield MO 65807

4. Number of invitations that were sent: 500

5. Number of neighbors in attendance (attach a sign-in sheet): 0

6. 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 owner/operator must explain why the issues cannot be resolved.)

no attendees

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

I, Ashley Jones (print name), attest that the neighborhood meeting was held on
6.29.23 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting
Process."

Ashley Jones
Signature of person completing affidavit

Ashley Jones
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2

Meeting Date: 6.29.23

Owner/Operator: Ashley Jones

Location of Meeting: 1024 E Sunstone St Springfield mo 65805	
Phone	E-Mail

[illegible]

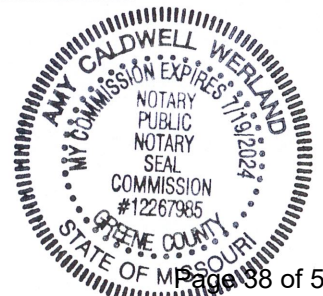
SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVITAddress of Proposed Short-Term Rental: **1024 East Sunshine Street**STATE OF Missouri)COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-473(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Ashley Jones
Signature of Owner/OperatorAshley Jones
Typed or Printed Name

ATTEST:

Owner
Title_____
Corporate Secretary
(If no seal)_____
Name of Company or Organization
(If Applicable)Subscribed and sworn to before me a notary public on this 7th day of July, 20 23.Amy Caldwell Werland
Notary PublicMy Commission expires: 7/19/24

City of Springfield Short-Term Rental ADJACENT OWNER CONSENT FORM

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **1024 East Sunshine Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1.	Address of Adjacent Residential Property: <u>1025 E SUNSHINE ST</u>	
	Owner(s) of Record (Typed or Printed)	Notary Seal (only required if signature not witnessed by applicant)
	Signature(s) of Owners	SEAL
	Title	
2.	Address of Adjacent Residential Property: <u>1036 E SUNSHINE ST</u>	
	<u>Shanna L. Boyle</u> Owner(s) of Record (Typed or Printed)	Notary Seal (only required if signature not witnessed by applicant)
	<u>Shanna L. Boyle</u> Signature(s) of Owners	NOT VERIFIED
	<u>Owner</u> Title	SEAL
3.	Address of Adjacent Residential Property: <u>1020 E SUNSHINE ST</u>	
	<u>ERIC ROBERTS</u> Owner(s) of Record (Typed or Printed)	Notary Seal (only required if signature not witnessed by applicant)
	<u>ERIC ROBERTS</u> Signature(s) of Owners	SEAL
	<u>OWNER</u> Title	

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

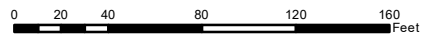
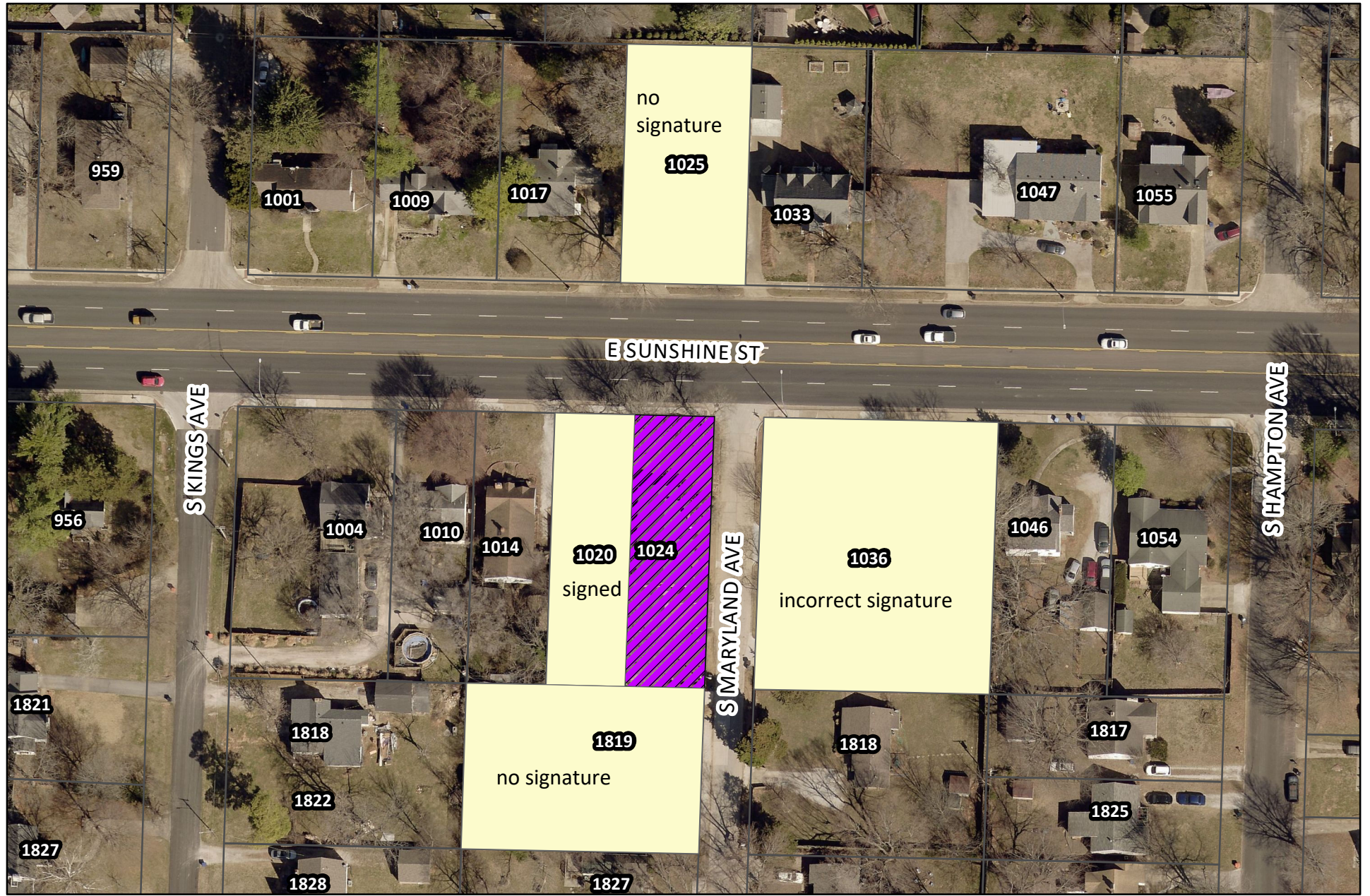
The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **1024 East Sunshine Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 1819 S MARYLAND AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
5.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
6.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL

Adjacent Property



SCALE: 1:983



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

Legend

- 1024 E Sunshine
- Type 2 Rental Status*
- Approved
- Pending

*Status as of 7/17/2023

E BENNETT ST

S KINGS AVE

S DELAWARE AVE

E PORTLAND ST

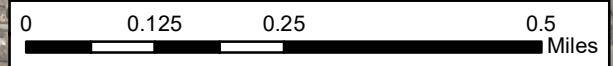
E SUNSHINE ST

E CHEROKEE ST

S CAMPBELL AVE

S KIMBROUGH AVE

S NATIONAL AVE



AFFIDAVIT OF SIGN POSTING

Attach photo here

See subsequent pages.

(sign lettering must be legible in photo)

I, Ashley Jones (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 11-29-23 (month/day/year) and in accordance with the given posting requirements.

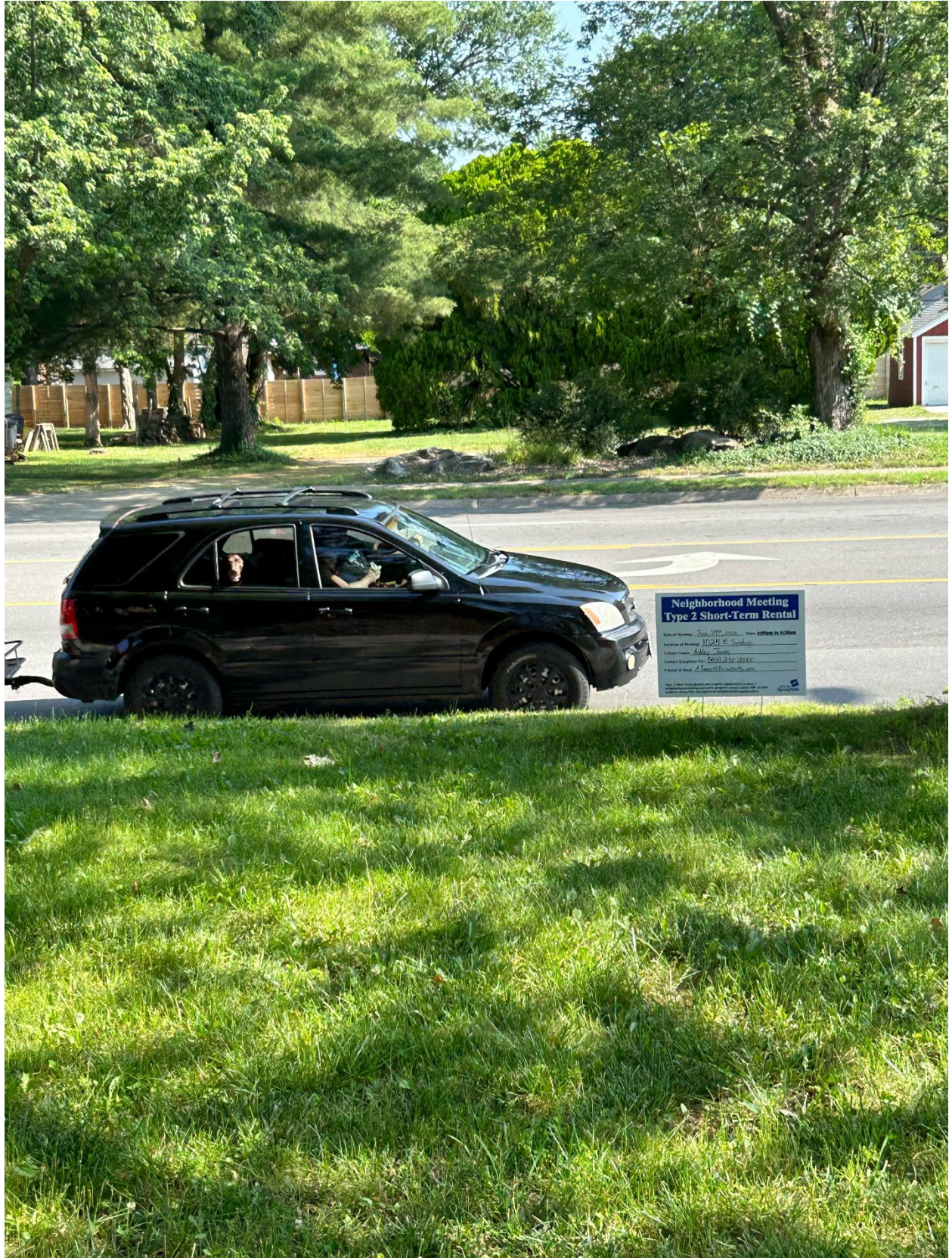
Ashley Jones

Signature of person completing sign posting

Ashley Jones

Printed name of person completing sign posting





City of Springfield, Missouri

Short-Term Rental Intake Form

1. Business Name (if applicable): _____
Operator(s) Name: Ashley Jones
Operator(s) Address: 59 Three Pines Circle Reeds Spring MO 65737
Phone: 417-231-2085 E-Mail: blupearlproperties@gmail.com

Short-Term Rental Address: 1024 E Sunshine st Springfield MO 65807

2. Property owner name, address, e-mail, and phone (if different):
Ashley Jones, 59 Three Pines Circle Reeds Spring MO 65737
3. Does the Short-Term Rental operator reside at the residential dwelling? ☐ Yes ☒ No
4. ☐ Type 1 (operator occupied; all zoning districts). ☒ Type 2 (non-operator occupied, zoned R-SF or R-TH). ☐ Type 3 (non-operator occupied, all other districts except R-SF or R-TH; no more than 2 units per premise).
Unit _____ Unit _____
5. Are guests housed in a primary structure or a historic carriage house (built before January 1, 1940)?
☒ Primary Structure ☐ Historic Carriage House
6. Is the dwelling unit currently being renovated or are there plans for renovation prior to completion of this application?
☒ Yes ☐ No
7. Have renovations to the dwelling occurred in recent history? ☐ Yes ☒ No If so, was a building permit issued by the City? ☐ Yes ☐ No

Ashley Jones
Business Owner/Operator


Signature

Property Owner
only if different

Signature

APPLICANT FILL OUT TO THIS POINT

PLANNING and DEVELOPMENT

1. Proposed location is zoned: R-SF 3. Verification of Historic Carriage House: N/A
2. Verification of rental type: 2 4. Verification of Density Requirements: Approved

PLN: 2023-00109 Personnel: A. Menke Date Reviewed: 4/5/2023

Comments: New bathroom vanities, light fixtures, painting, making patio with pavers; No bldg permit required.



EXPLANATION TO COUNCIL BILL 2023-191 (LEE)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Fire

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to support and sustain the operation of the Springfield Fire Department/Region D Homeland Security Bomb Squad; amending the budget for the Fire Department in the amount of \$301,426; and declaring that this Bill qualifies for approval in one reading.

PURPOSE: To request authorization from City Council to accept and appropriate a State Homeland Security Grant Program grant with a value of \$301,426; and to amend the Fire Department budget.

BACKGROUND INFORMATION: The Springfield Fire Department ("SFD") currently utilizes equipment provided through SHSGP grants to establish core capabilities in response to hazardous material spills or releases, weapons of mass destruction, collapse of structures, and incidents involving explosives within the City of Springfield, and Missouri Homeland Security Region-D. These capabilities are identified as core requirements for the team by the State's Homeland Security Regional Response System ("HSRRS"); therefore, the sustainment of equipment, technical training, and support requirements for this equipment are currently funded through this grant process. This grant will reimburse the City for costs incurred for the sustainment of the Bomb Squad, providing for the replacement of critical equipment necessary for the mitigation of incidents involving explosives (\$301,426). This Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency.

The provision of this equipment is necessary to provide for the sustainment of Bomb Squad capabilities deemed as core requirements for the SFD's role in the HSRRS. There is no local match required.

Submitted By: David Pennington, Fire Chief

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Collin Quigley, Deputy City Manager 8/1/2023

Attachments:

1. State Homeland Security Grant Program Ord
2. Exhibit A- State Homeland Security Grant BA

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 08-01-23

Sponsored by: Lee

First Reading:

Second Reading:

COUNCIL BILL 2023 -191

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a State Homeland
2 Security Grant Program grant to support and sustain the operation of
3 the Springfield Fire Department/Region D Homeland Security Bomb
4 Squad; amending the budget for the Fire Department in the amount of
5 \$301,426; and declaring that this Bill qualifies for approval in one
6 reading.
7
8

9 WHEREAS, General Ordinance 6072 authorized the City Manager to apply for
10 the State Homeland Security Grant Program ("SHSGP") grant; and
11

12 WHEREAS, the Springfield Fire Department ("SFD") currently utilizes equipment
13 that was purchased through SHSGP grants to establish core capabilities of response to
14 hazardous material spills or releases, weapons of mass destruction, collapse of
15 structures, and incidents involving explosives within the City of Springfield, and Missouri
16 Homeland Security Region-D; and
17

18 WHEREAS, the core capabilities were identified as core requirements for critical
19 incident response by the State's Homeland Security Regional Response System
20 ("HSRRS"); and
21

22 WHEREAS, this SHSGP grant will provide funds in the amount of \$301,426,
23 which will reimburse the City for costs incurred for the sustainment of the Bomb Squad,
24 and provide replacement of critical equipment necessary for the mitigation of incidents
25 involving explosives.
26

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

30 Section 1 – The City Manager, or his designee, is hereby authorized to accept a
31 State Homeland Security Grant Program grant in the amount of \$301,426 to provide for
32 the sustainment of the Bomb Squad and replacement of critical equipment necessary
33 for the mitigation of incidents involving explosives, and to do all things necessary to

34 carry out the intent of the Grant, including the execution of contracts, provided the form
35 of the contract is approved by the City Attorney.
36

37 Section 2 – The budget for Fiscal Year 2023-2024 of the Springfield Fire
38 Department is hereby amended in the accounts and in the amounts as shown on
39 Budget Adjustment No. 013, a copy of which is attached hereto and incorporated herein
40 by reference as “Exhibit A.”
41

42 Section 3 – City Council hereby finds that the budget adjustment made in Section
43 2 has been recommended by the City Manager.
44

45 Section 4 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

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

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

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

66 _____
67 Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
013

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	10	15010	416020	000000	00000	\$ 301,426	State Homeland Security Grant Program
Net Revenue Adjustment						\$ 301,426	

Expenditures:

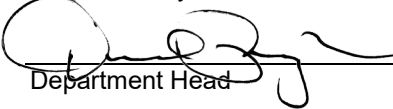
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	10	15010	508170	000000	00000	\$ 301,426	Emergency response equipment
Net Expenditure Adjustment						\$ 301,426	

Fund Balance Appropriation:

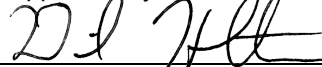
Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating grant funds from the State Homeland Security Grant Program for Fire Department, emergency response equipment.

Requested By:

 8-01-2023
Department Head Date

Approved By:

 8-01-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-191
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-192 (LEE)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: 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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$4,856,250, for the purpose of appropriating \$3,885,000 of federal grant funds and \$971,250 of 1/8-cent Transportation Sales Tax fund balance reserves to be utilized for project construction and inspection associated with pavement resurfacing improvements on various streets; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission; and amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$3,885,000, for the purpose of appropriating federal grant funds to be used in street resurfacing improvements.

BACKGROUND INFORMATION: This Surface Transportation Block Grant ("STBG") Program Agreement allows for reimbursement of up to 80 percent of the estimated \$4,856,250 cost for project construction and inspection associated with pavement resurfacing improvements on various streets. The cost to be reimbursed by the Missouri Highways and Transportation Commission ("MHTC") is estimated at \$3,885,000. The City's 20 percent share, estimated at \$971,250, will be funded by the 1/8-cent Transportation Sales Tax Major Street Resurfacing Program which is already budgeted.

Supports the following 2023 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

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

Submitted By: Kirk Juranas, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 8/1/2023

- Attachments:**
1. Pavement Resurfacing STBG_ord
 2. Pavement Resurfacing STBG Program Agreement_ExhA
 3. Pavement Resurfacing STBG BA_ExhB

One-rdg, X
P. Hrngs.
Pgs. 31
Filed: 08-01-23

Sponsored by: Lee

First Reading: Second Reading:

COUNCIL BILL 2023-192 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Block Grant Program Agreement with the Missouri
3 Highways and Transportation Commission; amending the Fiscal Year
4 2023-2024 budget of the Department of Public Works, in the amount
5 of \$4,856,250, for the purpose of appropriating \$3,885,000 of federal
6 grant funds and \$971,250 of 1/8-cent Transportation Sales Tax fund
7 balance reserves to be utilized for project construction and inspection
8 associated with pavement resurfacing improvements on various
9 streets; and declaring that this Ordinance qualifies for approval in one
10 reading.
11 _____
12

13 WHEREAS, the cost for project construction and inspection associated with
14 pavement resurfacing improvements on various streets is estimated at \$4,856,250; and
15

16 WHEREAS, an Agreement has been proposed that would allow the use of
17 Surface Transportation Block Grant (“STBG”) Program funds to reimburse the City for
18 80 percent of the eligible costs associated with the resurfacing improvements
19 mentioned above, in an amount not to exceed \$3,885,000; and
20

21 WHEREAS, the City’s 20 percent share, estimated at \$971,250, will be funded by
22 the 1/8-Cent Transportation Sales Tax – Major Street Resurfacing Program, and is
23 already budgeted; and
24

25 WHEREAS, a budget adjustment is required to appropriate a portion of the funds
26 associated with the Agreement.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – The City Manager, or his designee, is hereby authorized to accept
32 STBG grant funds in the amount of \$3,885,000 from the Missouri Highways and
33 Transportation Commission (“MHTC”) and to do all things necessary to carry out the

intent of the grant, including the execution of an Agreement in substantially the same form as the document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – The budget of the Department of Public Works for Fiscal Year 2023-2024, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 009, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

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

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

Section 5 – City Council hereby finds and declares that this Council Bill authorizes entering into a contract with a state government agency for the purpose of receiving grant funding from the same and may therefore be passed as a one-reading bill pursuant to City Charter Section 2.16(25). This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Teller, Assistant City Attorney

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

EXHIBIT A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5900(851)
Award Year: SFY24
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG 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 Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG 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-5900(851) involves: Resurfacing of various Primary Arterial, Secondary Arterial, and Collector streets in Springfield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5900(851) 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: Various routes in Springfield.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the

improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5900(851) or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent (80%) not to exceed \$3,885,000 (Three million eight hundred eighty-five thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(13) PERMITS: The City shall secure any necessary approvals or permits from

the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5900(851) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be

removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

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

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

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

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

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

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

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

- (A) To the City:
Tom Dancey, P.E.
840 Boonville
Springfield, MO 65802
tdancey@springfieldmo.gov
- (B) To the Commission:
Garrett Evans, E.I.
3025 E. Kearney St.
Springfield, MO 65803
Garrett.Evans@modot.mo.gov

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

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a

financial or personal interest in a federally funded project.

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City on _____ .

Executed by the Commission on _____ .

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

STBG-5900(851) - SPRINGFIELD PAVEMENT RESURFACING, VARIOUS ROUTES PROJECT LOCATION MAP

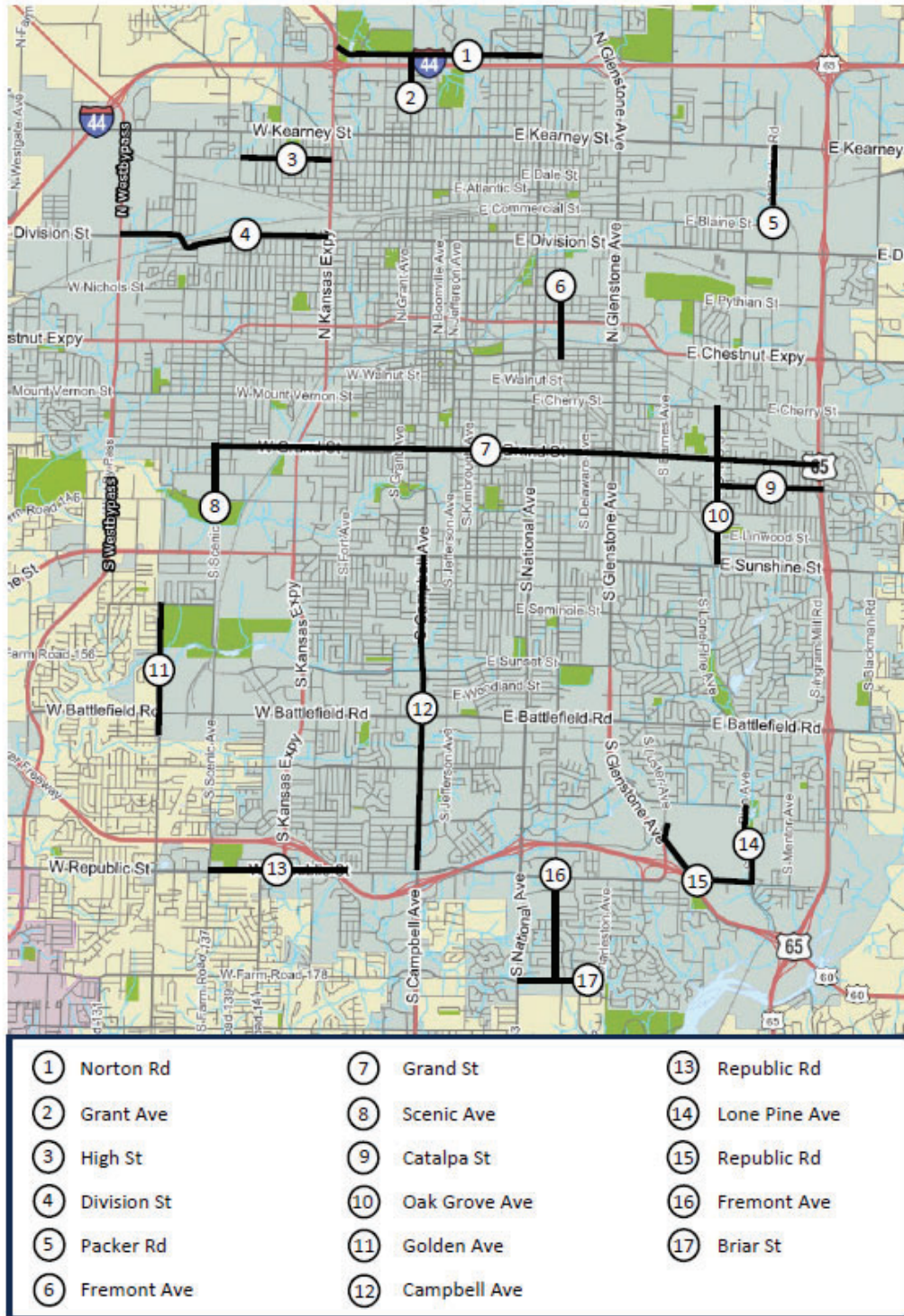


Exhibit B – Project Schedule

Project Description: STBG-5900(851) Resurfacing of various streets within the City of Springfield.

Task	Date
Date funding is made available or allocated to recipient	08/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	06/2024
Plans, Specifications & Estimate (PS&E) Submittal	08/2024
Plans, Specifications & Estimate (PS&E) Approval	09/2024
Construction Contract Award or Planning Study completed (REQUIRED)	10/2024

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

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

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
009

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 3,885,000	Federal Surface Transportation Block Grant (STBG)
Net Revenue Adjustment						\$ 3,885,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 3,885,000	Resurfacing Improvements - Various Streets
Net Expenditure Adjustment						\$ 3,885,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating federal STBG grant funds of \$3,885,000 towards pavement resurfacing improvements on various streets per the STBG Program Agreement with the Missouri Highways & Transportation Commission. The required 20% local match will be funded by the 1/8-cent Transportation Sales Tax Major Street Resurfacing Program which is already budgeted.

Requested By:

Dan Smith 8-01-2023
Department Head Date

Approved By:

D. J. Hill 8-01-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-192
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-193 (HARDINGER)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: 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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$1,456,250, for the purpose of appropriating \$1,165,000 of federal grant funds and \$291,250 of 1/4-cent Capital Improvement Sales Tax fund balance reserves to be utilized for Americans with Disabilities Act-related improvements; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission; and amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$1,456,250, for the purpose of appropriating \$1,165,000 of federal grant funds and \$291,250 of 1/4-cent Capital Improvement Sales Tax fund balance reserves to be used in ADA improvements.

BACKGROUND INFORMATION: This Surface Transportation Block Grant (“STBG”) Program Agreement allows for reimbursement of up to 80 percent of the estimated \$1,456,250 cost for project construction and inspection associated with ADA sidewalk and ramp improvements on various streets. The cost to be reimbursed by the Missouri Highways and Transportation Commission (“MHTC”) is estimated at \$1,165,000. The City’s 20 percent share, estimated at \$291,250, will be funded by 1/4-cent Capital Improvement Sales Tax fund balance reserves budgeted by this Council Bill.

Supports the following 2023 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

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

Submitted By: Kirk Juranas, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 8/1/2023

- Attachments:**
1. ADA Improvements STBG_ord
 2. ADA Improvements STBG Program Agreement_Exh A
 3. ADA Improvements STBG BA_ExhB

One-rdg, X
P. Hrngs.
Pgs. 31
Filed: 08-01-23

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2023-193

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Block Grant Program Agreement with the Missouri
3 Highways and Transportation Commission; amending the Fiscal Year
4 2023-2024 budget of the Department of Public Works, in the amount
5 of \$1,456,250, for the purpose of appropriating \$1,165,000 of federal
6 grant funds and \$291,250 of 1/4-cent Capital Improvement Sales Tax
7 fund balance reserves to be utilized for Americans with Disabilities
8 Act-related improvements; and declaring that this Ordinance qualifies
9 for approval in one reading.

10
11
12 WHEREAS, the total cost of project construction and inspection associated with
13 Americans with Disabilities Act (“ADA”) sidewalk and ramp improvements on various
14 streets is estimated to be \$1,456,250; and

15
16 WHEREAS, an Agreement has been proposed that would allow the use of
17 Surface Transportation Block Grant (“STBG”) Program funds to reimburse the City for
18 80 percent of the eligible costs associated with these ADA improvements, in an amount
19 not to exceed \$1,165,000; and

20
21 WHEREAS, the City’s 20 percent share, estimated at \$291,250, will be funded by
22 the 1/4-Cent Capital Improvements Sales Tax budgeted by this Council Bill; and

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

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

29
30 Section 1 – The City Manager, or his designee, is hereby authorized to accept
31 STBG grant funds in the amount of \$1,165,000 from the Missouri Highways and
32 Transportation Commission (“MHTC”) and to do all things necessary to carry out the
33 intent of the grant, including the execution of an Agreement in substantially the same

34 form as the document attached hereto and incorporated herein by this reference as
35 "Exhibit A."

36
37 Section 2 – The budget of the Department of Public Works for Fiscal Year 2023-
38 2024, is hereby amended in the accounts and in the amounts as shown on Budget
39 Adjustment No. 008, a copy of which is attached hereto and incorporated herein by this
40 reference as "Exhibit B."

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

44
45 Section 4 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.

47
48 Section 5 – City Council hereby finds and declares that this Council Bill
49 authorizes entering into a contract with a state government agency for the purpose of
50 receiving grant funding from the same and may therefore be passed as a one-reading
51 bill pursuant to City Charter Section 2.16(25). This Ordinance shall be in full force and
52 effect from and after passage.

53
54 Passed at meeting: _____

55
56
57 _____
58 Mayor

59 Attest: _____, City Clerk

60
61 Filed as Ordinance: _____

62
63 Approved as to form:  _____, Assistant City Attorney

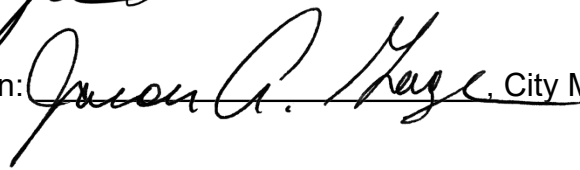
64
65
66 Approved for Council action:  _____, City Manager
67

EXHIBIT A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5900(852)
Award Year: SFY24
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG 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 Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG 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-5900(852) involves: Sidewalk and intersection sidewalk ramp improvements on various Primary Arterial, Secondary Arterial, and Collector streets in Springfield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5900(852) 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: Various routes in Springfield.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street

system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

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

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent (80%) not to exceed \$1,165,000 (One million one hundred sixty-five thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting

pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5900(852) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

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

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

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

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

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

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

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

- (A) To the City:
Tom Dancey, P.E.
840 Boonville
Springfield, MO 65802
tdancey@springfieldmo.gov
- (B) To the Commission:
Garrett Evans, E.I.
3025 E. Kearney St.
Springfield, MO 65803
Garrett.Evans@modot.mo.gov

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

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City on _____ .

Executed by the Commission on _____ .

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

STBG-5900(852) - SPRINGFIELD ADA IMPROVEMENTS, VARIOUS ROUTES PROJECT LOCATION MAP



Exhibit B – Project Schedule

Project Description: STBG-5900(852) ADA improvements on various routes within the City of Springfield.

Task	Date
Date funding is made available or allocated to recipient	08/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	06/2024
Plans, Specifications & Estimate (PS&E) Submittal	8/2024
Plans, Specifications & Estimate (PS&E) Approval	9/2024
Construction Contract Award or Planning Study completed (REQUIRED)	10/2024

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

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

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
008

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 1,165,000	Federal Surface Transportation Block Grant (STBG)
Net Revenue Adjustment						\$ 1,165,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 1,165,000	ADA Sidewalk & Ramp Improvements
41080	20	73020	509110	000000	00000	291,250	ADA Sidewalk & Ramp Improvements
Net Expenditure Adjustment						\$ 1,456,250	

Fund Balance Appropriation:

Fund	Title	Amount
41080	1/4-cent Capital Imp. Sales Tax	(291,250)

Explanation: To amend the FY2023-24 budget by appropriating federal STBG grant funds of \$1,165,000 and \$291,250 of 1/4-cent Capital Improvement Sales Tax fund balance reserves towards various ADA Sidewalk & Ramp Improvements per the STBG Program Agreement with the Missouri Highways & Transportation Commission.

Requested By:

Dan Smith 8-01-2023
Department Head Date

Approved By:

D. J. Hill 8-01-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-193
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-194 (CARROLL)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: 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; amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$3,062,500, for the purpose of appropriating \$2,450,000 of federal grant funds and \$612,500 of 1/8-cent Transportation Sales Tax fund balance reserves to be utilized in a variety of transportation management system improvements; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission; and amending the Fiscal Year 2023-2024 budget of the Department of Public Works, in the amount of \$3,062,500, for the purpose of appropriating \$2,450,000 of federal grant funds and \$612,500 of 1/8-cent Transportation Sales Tax fund balance reserves to be utilized in a variety of transportation management system improvements.

BACKGROUND INFORMATION: This Surface Transportation Block Grant (“STBG”) Program Agreement allows for reimbursement of up to 80 percent of the estimated \$3,062,500 cost for the purchase of various equipment for enhancements to the City’s transportation management system, including:

- Traffic Signal Controllers
- Traffic Cabinet Door Security Locks
- Traffic Signal Heads
- Accessible Pedestrian Signals
- Vehicle Detection Systems
- Dynamic Message Signs
- Traffic Monitoring Video Cameras
- Rectangular Rapid Flashing Beacons for Crosswalks
- Traffic Network Communications Equipment

The Department of Public Works maintains 140 traffic signals, six roadside electronic dynamic message signs (“DMS”), 72 traffic monitoring video cameras, seven rectangular rapid flashing beacons (“RRFB”) for crosswalks, and an extensive fiber-optic and wireless communications network connecting the Transportation Management Center to field devices throughout the city. The existing equipment to be



replaced was purchased and installed years ago and is, or soon will be, no longer supported by the manufacturer, with some components becoming obsolete.

The use of federal funds for the purchase of this equipment will supplement the existing 1/4-cent Capital Improvements Sales Tax – Traffic Signal Program and 1/8-cent Transportation Sales Tax – Traffic Flow and Safety Program to operate and maintain an effective transportation management system and expand applications throughout the city to improve mobility, enhance safety, and maintain reliability of the traffic network.

The required minimum local match of 20 percent (\$612,500) will be funded from 1/8-cent Transportation Sales Tax fund balance reserves being budgeted with this Council bill.

Supports the following 2023 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

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

Submitted By: Kirk Juranas, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 8/1/2023

Attachments:

1. Transportation Mgmt System Improvements STBG_ord
2. Transportation Management System Improvements Agreement_ExhA
3. Transportation Mgmt System Improvements STBG_ExhB

34 Section 1 – The City Manager, or his designee, is hereby authorized to accept
35 STBG grant funds in the amount of \$2,450,000 from the Missouri Highways and
36 Transportation Commission (“MHTC”) and to do all things necessary to carry out the
37 intent of the grant, including the execution of an Agreement in substantially the same
38 form as the document attached hereto and incorporated herein by this reference as
39 “Exhibit A.”
40

41 Section 2 – The budget of the Department of Public Works for Fiscal Year 2023-
42 2024, is hereby amended in the accounts and in the amounts as shown on Budget
43 Adjustment No. 010, a copy of which is attached hereto and incorporated herein by this
44 reference as “Exhibit B.”
45

46 Section 3 – The City Council hereby finds that the budget adjustment made
47 above has been recommended by the City Manager.
48

49 Section 4 – The City Manager is directed to cause the appropriate accounting
50 entries to be made in the books and records of the City.
51

52 Section 5 – City Council hereby finds and declares that this Council Bill
53 authorizes entering into a contract with a state government agency for the purpose of
54 receiving grant funding from the same and may therefore be passed as a one-reading
55 bill pursuant to City Charter Section 2.16(25). This Ordinance shall be in full force and
56 effect from and after passage.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67 _____
68 Approved as to form: _____, Assistant City Attorney
69

70 _____
71 Approved for Council action: _____, City Manager

EXHIBIT A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5900(850)
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG 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 Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG 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-5900(850) involves:

Transportation management system improvements in Springfield at various locations, including traffic signal controllers, traffic cabinet door security locks, traffic signal heads, accessible pedestrian signals, dynamic message signs, traffic monitoring CCTV cameras, vehicle detection systems, traffic network communications equipment, and rectangular rapid flashing beacons.

(2) LOCATION: The contemplated improvement designated as Project STBG-5900(850) 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.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the

improvement.

(9) 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/County's/Grantee'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.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5900(850) or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$2,450,000**. 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.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5900(850) will involve work on the state's right of way, the City will

provide reproducible final plans to the Commission relating to such work. No construction is contemplated by the this agreement.

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

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) 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.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) 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.

(23) AUDIT REQUIREMENTS: 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.

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) 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.

(29) 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
tdancey@springfieldmo.gov

(B) To the Commission:

Garrett Evans, E.I.
3025 E Kearney
Springfield, MO 65803
Garrett.evans@modot.mo.gov

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

(30) 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 (30) 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.

(31) 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.

(32) 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.

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

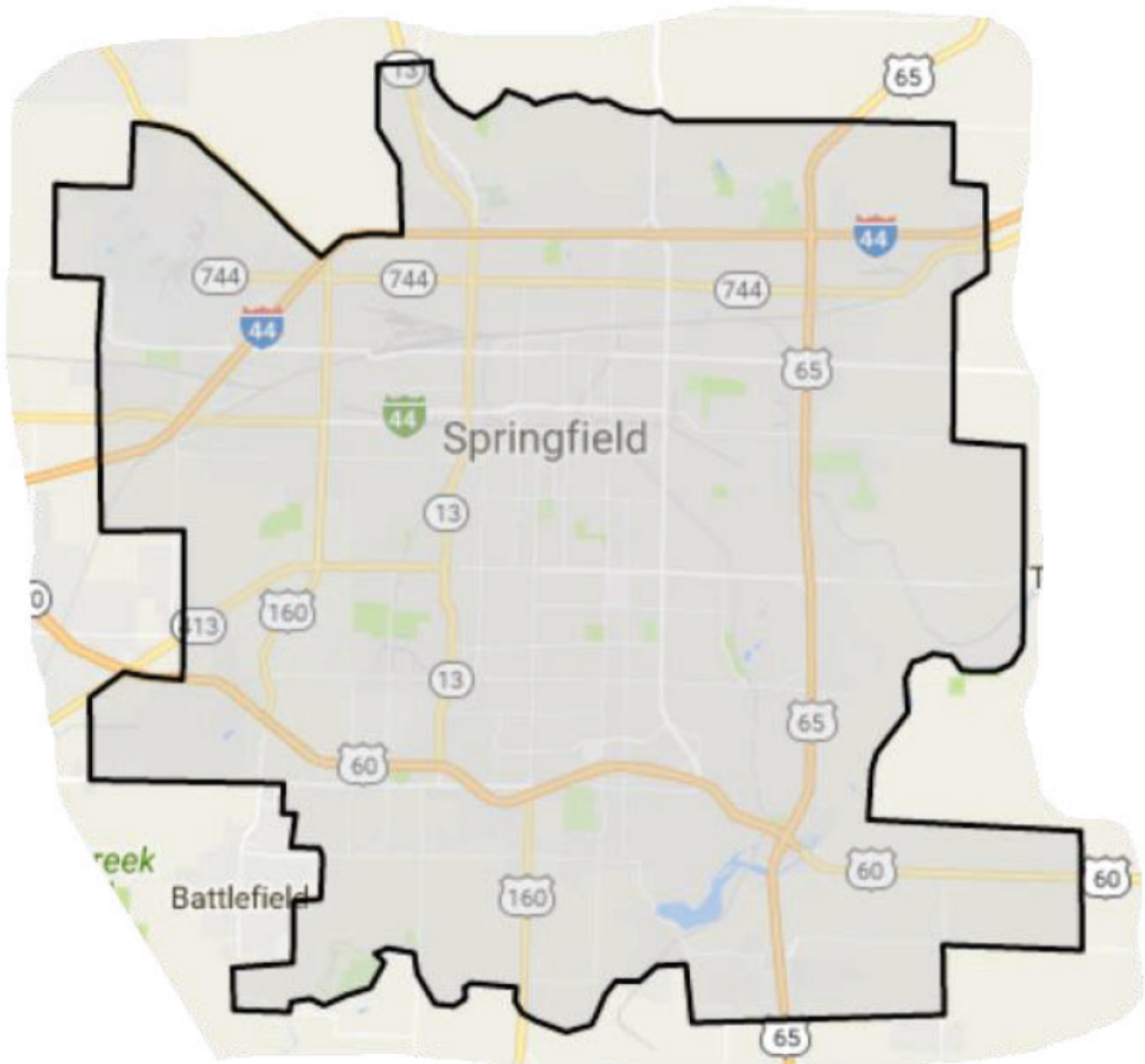


Exhibit B – Project Schedule

Project Description: STBG-5900(850) is the purchase of transportation management system improvements in Springfield at various locations, including traffic signal controllers, traffic cabinet door security locks, traffic signal heads, accessible pedestrian signals, dynamic message signs, traffic monitoring CCTV cameras, vehicle detection systems, traffic network communications equipment, and rectangular rapid flashing beacons.

Task	Date
Date funding is made available or allocated to recipient	August 2023
Submit any Public Interest Findings	September 2023
Begin Equipment Purchases	October 2023
End Equipment Purchases	September 2024
All Invoices Submitted (REQUIRED)	June 2025

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
010

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 2,450,000	Federal Surface Transportation Block Grant (STBG)
Net Revenue Adjustment						\$ 2,450,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 2,450,000	Transportation Management System Improvements
40058	20	73020	509110	000000	00000	612,500	Transportation Management System Improvements
Net Expenditure Adjustment						\$ 3,062,500	

Fund Balance Appropriation:

Fund	Title	Amount
40058	1/8-cent Transportation Sales Tax	(612,500)

Explanation: To amend the FY2023-24 budget by appropriating federal STBG grant funds of \$2,450,000 and \$612,500 of 1/8-cent Transportation Sales Tax fund balance reserves towards various Transportation Management System Improvements per the STBG Program Agreement with the Missouri Highways & Transportation Commission.

Requested By:

Don Smith 8-01-2023
Department Head Date

Approved By:

DL Hill 8-01-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-194
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-187 (SIMPSON) THIS ITEM WAS POST

FILED: 07/27/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance amending the City of Springfield's Citizen Participation Plan, which is part of the Consolidated Plan for the administration of City programs funded by the United States Department of Housing and Urban Development, to accommodate regulatory changes, update regulatory citations and policy, provide an option for staff to hold public meetings, and improve the Citizen Participation Plan's clarity. (Staff recommends approval.)

PURPOSE: To amend the City's Citizen Participation Plan ("CPP") to update the content for regulatory changes and edits for clarity to comply with the U.S. Department of Housing and Community Development ("HUD") requirements.

BACKGROUND INFORMATION:

The Citizen Participation Plan is required under HUD regulations. HUD has previously approved Springfield's CPP including the required changes to streamline the community input process in order to make prompt use of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funds in 2020. The current CPP was approved by City Council with Ordinance #27087 and amended for the COVID emergency with Ordinance #27326.

On August 7, 2020, HUD issued the Preserving Community and Neighborhood Choice Final Rule which removed the requirement to conduct a separate Assessment of Fair Housing ("AFH") that previously required citizen participation for each entitlement community that receives CDBG and HOME Grants. On February 9, 2023, HUD issued a Proposed Affirmatively Furthering Fair Housing Rule which has not been finalized at this time. The Proposed Rule, if implemented, may require additional community participation, which is referenced in the final edited CPP version ("Exhibit A"). The proposed CPP changes (see "Exhibit B") eliminate the citizen participation for the AFH, which was cancelled, but keeps the required annual Certification of Fair Housing that remains in place.

Additional edits are included for simplicity and clarity, as well as edits to correct or update regulatory citations and policy. To maintain timely processing for each annual grant, a provision was added for staff to hold public meetings in the event that the Citizen's Advisory Committee for Community Development ("CACCD") does not have a quorum. This will assist in meeting HUD deadlines for community input prior to submitting the annual grant application. "Exhibit C" provides an executive summary of all of the changes.

As part of the public participation process, the CACCD reviewed the proposed changes in a public hearing on May 23, 2023. Two committee members submitted comments regarding the quorum issue ("Exhibit D") and support for additional CACCD members to help prevent reoccurrence of lack of a quorum. The CACCD did not comment on the other proposed changes to the CPP.

If approved, the final CPP version will be submitted for HUD approval.

REMARKS: Staff recommends approval.

Submitted By: Bob Jones, Grants Administrator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Citizen Participation Plan Amended_ord
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D

One-rdg. _____
P. Hrngs. X
Pgs. 47
Filed: 07-18-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-187

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the City of Springfield's Citizen Participation Plan, which is part of the
2 Consolidated Plan for the administration of City programs funded by the
3 United States Department of Housing and Urban Development, to
4 accommodate regulatory changes, update regulatory citations and
5 policy, provide an option for staff to hold public meetings, and improve
6 the Citizen Participation Plan's clarity. (Staff recommends approval.)
7 _____
8

9 WHEREAS, the United States Department of Housing and Urban Development
10 ("HUD") requires the City to adopt and maintain a Citizen Participation Plan ("CPP")
11 describing the City's policies and procedures for citizen participation regarding HUD
12 programs; and
13

14 WHEREAS, HUD has issued new rules and regulations requiring amendments to
15 the City's existing CPP; and
16

17 WHEREAS, additional amendments were made to the existing CPP to update
18 regulatory citations and policy, improve the CPP's clarity, and provide an option for City
19 staff to hold public meetings required by the CPP in the event of a lack of quorum of the
20 Citizen's Advisory Committee for Community Development ("CACCD").
21

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

25 Section 1 –The Citizen Participation Plan is hereby amended as set forth in
26 "Exhibit A," which is attached hereto and incorporated herein by reference.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

31 Passed at meeting: _____
32
33

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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



City of Springfield, Missouri

Citizen Participation Plan

Originally Adopted on July 30, 2018 Pursuant to
City Council Special Ordinance 27087

Amended for Disaster / Emergency Response
on June 1, 2020 Pursuant to City Council
Special Ordinance 27326

CITIZEN PARTICIPATION PLAN - COVID-19 AMENDMENTS

- Include virtual hearings as an allowed method for citizen participation;
- Update section on a disaster / emergency response would not require a substantial amendment;
- Provide details on possible actions, including reprogramming of funding and types of possible activities that may be undertaken in response to the COVID-19 pandemic;
- Includes provisions relative to Consolidated Plan citizen participation, Community Development Block Grant and HOME Investment Partnership funds
- Grant waivers made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;
- Make minor edits that do not change current citizen participation policies.
- Please be advised that if virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

OVERVIEW

The Citizen Participation Plan (CPP) is the process by which the City of Springfield identifies the policies and procedures to be used to encourage citizen participation and involvement in programs and activities under the U.S. Department of Housing and Urban Development (HUD) Five-year Consolidated Plan. The Five-year Consolidated Plan identifies the City's housing, homeless, community and economic development needs and establishes goals and strategies for addressing those needs, including the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. The Citizen Participation Plan sets forth the mutual rights, duties and responsibilities of both the City and participating citizens and citizens' groups.

HUD PROGRAMS

The City of Springfield receives two entitlement grants from the U.S. Department of Housing and Urban Development (HUD), to help address the City's affordable housing, homeless, community and economic development needs.

1. **Community Development Block Grant Program (CDBG)**

Title I of the Housing and Community Development Act of 1974 (PL 93-383) created the CDBG program. It was re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic development opportunities for persons of low and moderate income. The City develops locally defined programs and funding priorities for CDBG, but activities must address one or more of the national objectives of the CDBG program. The three national objectives are: (1) to benefit low- and moderate- income persons; (2) to aid in the prevention or elimination of slums or blight; and/or (3) to meet other urgent community development needs. The City of Springfield's CDBG program emphasizes activities that directly benefit low and moderate-income persons.

2. **HOME Investment Partnerships Program (HOME)**

HOME was introduced in the Cranston-Gonzalez National Affordable Housing Act of 1990 and provides funding for housing rehabilitation, new housing construction, acquisition of affordable housing, and tenant-based rental assistance.

LEAD AGENCY

The Planning & Development Department is designated by the Springfield City Council as the lead agency for the administration of the CDBG and HOME grant programs. Through the U.S. Department of Housing and Urban Development (HUD) the Planning & Development Department administers the CDBG and HOME programs. As the lead agency for HUD, the Planning & Development Department is responsible for developing the 5-Year Consolidated Plans, Annual Action Plans, the Consolidated Annual Performance Evaluation Report (CAPER) and amendments to the Citizen Participation Plan.

Copies of this Citizen Participation Plan (CPP) can be obtained at any Springfield Branch of the Springfield-Greene County Library or on the City's website at <https://www.springfieldmo.gov/850/Document-Library>.

ENCOURAGING PUBLIC PARTICIPATION

The City of Springfield encourages all citizens to participate in the development and review of the:

- HUD Five-Year Consolidated Plan
- Annual One-Year Action Plan (AAP)
- Substantial Amendments to the Consolidated Plan and/or the Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Amendments to the Citizen Participation Plan (CPP)

Citizens will be given reasonable notice and an opportunity to participate in the development of all Consolidated Plans, Annual Action Plans, Substantial Amendments, CAPERs and Amendments to Citizen Participation Plans.

Although the City encourages the participation of all of its citizens, the emphasis of this Plan is on encouraging and ensuring the participation of low- and moderate-income persons, particularly those living in slum and blighted areas, residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies and residents of public and assisted housing developments. The City also encourages the participation of local and regional institutions, the local Continuum of Care (i.e. Ozarks Alliance to End Homelessness), other organizations (including business, developers, non-profit organizations, philanthropic organizations, and community organizations including faith-based organizations), residents of public and assisted housing (including any resident advisory boards, resident councils, and resident management corporations) and by other low- income residents of targeted revitalization areas in which public and assisted housing is located. Persons needing special accommodations when attending any City meeting will be required to notify the City Clerk's office at (417) 846-1636 at least three (3) days prior to a scheduled meeting.

In preparing the components of the Consolidated Plan and any amendments to the CPP the City of Springfield shall consult, as required or applicable, with other public and private agencies that provide housing, health services, and social services, community-based and regionally-based organizations that represent protected class members, organizations that enforce fair housing laws, broadband internet service providers including organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include management of flood prone areas, public land or water resources, emergency management agencies, local health and child welfare agencies, business and civic leaders, adjacent units of general local government, regional government organizations local and regional institutions, the local Continuum of Care (i.e. Ozarks Alliance to End Homelessness), residents of public and assisted housing and by other low- income residents of targeted revitalization areas in which public and assisted housing is located. Direct and email consultations shall be held by City Staff with various groups and organizations as enumerated within the Notification and Consultation Lists chapter that follows.

CITIZEN INVOLVEMENT

The City of Springfield shall provide for citizens' comment, input and participation throughout the process by various means:

1. The City shall make CDBG & HOME funding information available to citizens, public agencies, and other interested parties, as outlined in the Notifications & Consultations List.
2. Consultation with several specific groups and agencies as enumerated within the Notification and Consultation List Chapter.
3. Published Notification and Comment Periods
4. Citizens' Advisory Committee for Community Development (CACCD) Public Hearings. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee will hold the public hearing. CACCD members may submit comments following that hearing.
5. Springfield City Council Public Hearings

NOTIFICATION OF INPUT OPPORTUNITIES

The City of Springfield will provide a variety of notifications highlighting citizen input opportunities, including the use of social media, direct communications to organizations and meetings with agencies serving target populations.

CITIZEN REPRESENTATION

CITIZEN ADVISORY COMMITTEE FOR COMMUNITY DEVELOPMENT (CACCD)

The Citizens' Advisory Committee for Community Development (CACCD) is an appointed body. The Committee reviews City staff assessments and recommendations on the CDBG program with the staff and submits comments to the City Council. The CACCD shall base its comments to the City Council solely on an objective basis and in conformance with adopted policies, procedures and priorities of the City Council and federal Community Development Block Grant (CDBG) requirements. The Committee shall avoid ex parte' communications with applicants for funding regarding their application or the CDBG program during the process of deliberation and selection, to avoid a conflict of interest or an appearance of impropriety.

It shall be the charge of the CACCD to avoid any individual or collective conflict of interest or any appearance of impropriety or conflict of interest. All members shall avoid conflicts of interest as described in the CDBG regulation at 24 CFR 570.611. A Committee member shall not be affiliated with any organization at the time an application for CDBG funds is made, or within a twelve (12) month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff. If such a conflict exists, the Committee member shall no longer serve on the Committee.

The membership of the CACCD shall consist of nine (9) members, each with three (3) year terms, who shall be appointed by the City Council. Appointments shall be staggered so that

there will be three terms which expire each year. All members of the CACCD shall be legal residents of the City of Springfield, Missouri.

MAYOR'S COMMISSION ON HUMAN RIGHTS AND COMMUNITY RELATIONS (MCHRCR)

The Mayor's Commission on Human Rights and Community Relations (MCHRCR) is an appointed body which works to promote understanding and respect among all citizens and provides the community recourse for discriminatory acts. The chief responsibility of the MCHRCR is to investigate alleged incidents of discrimination and mediate settlements between affected parties. The MCHRCR acts as a clearing house for information regarding human rights and offers its services to help educate interested citizens and community groups. The MCHRCR will be consulted concerning issues that fall within their purview.

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

The Neighborhood Advisory Council (NAC) is an advisory board, created to increase communication between organized neighborhood associations, City Council and City staff. Although the NAC is not tasked specifically with the review of the City's HUD funded programs, the City shall provide a copy of the HUD plans and reports to the membership via direct email solicitation, to allow the organization an opportunity to review and comment and to provide representatives the opportunity to share this information with their many neighborhood association members. NAC represents all neighborhood associations within the City, including low- and moderate-income neighborhoods and slum and blighted areas.

NOTIFICATION and CONSULTATION LISTS

The City of Springfield has an ongoing listing of groups and organizations that are sent direct emails regarding affordable housing openings and other notifications. The City staff shall work in conjunction with the CACCD and the MCHRCR to consult directly with these groups and organizations, in preparing the components of the Consolidated Plan, fair housing planning, and any amendments to the CPP. Where possible, the City staff shall meet in person with a number of groups and organizations on an annual basis. The City shall also provide a copy of the HUD plans and reports to the notification lists via a direct email solicitation. These lists include people and organizations that represent low- and moderate-income persons, persons living in slum and blighted areas, residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies, residents of public and assisted housing developments, local and regional institutions, and other organizations. Groups and organizations wishing to be added to the HUD Program Notification and Consultation list, may contact the City's Planning & Development Department, at any time, to be added to the listing. Examples of specific groups and agencies have been enumerated below:

HUD PROGRAM NOTIFICATION AND CONSULTATION LIST

- | | | |
|---|---|---|
| • Abilities First
(Development Disabilities
Organization) | • Grupo Latino-
Americano | • Recovery Outreach
Services |
| • Affordable Housing
Action Board (AHAB) | • Habitat for Humanity | • Empower:abilities |
| • AIDS Project of the
Ozarks | • Hand-in-Hand
Multicultural Center | • Springfield Community
Center |
| • KVC Missouri | • Housing Authority of
Springfield (HAS) | • Springfield Community
Land Trust (SCLT) |
| • Burrell Mental Health
Center | • Jordan Valley
Community Health
Center | • Community
Collaboratives |
| • Community Partnership
of the Ozarks | • Ozarks Alliance to End
Homelessness
(Continuum of Care) | • Women Infants &
Children (WIC) |
| • Cox Health Center
(Hospital) | • Women Infants &
Children (WIC) | • The Arc of the Ozarks
(Development Disabilities
Organization) |
| • Easy Living, Inc.
(Development Disabilities
Organization) | • Missouri Department of
Health and Senior
Services | • The Salvation Army |
| • Family Violence Center | • NAACP | • Veteran's VASH
Program |
| • Good Samaritan Boys
Ranch | • Numerous Local
Churches | • Veterans Coming Home |
| • Greene County
Children's Division | | |

*Please note that this is not a comprehensive list.

LOCAL AND REGIONAL INSTITUTIONS

- | | | |
|---|-----------------------|--|
| • United Way of the
Ozarks | • Council of Churches | • The Fairbanks |
| • Ozarks Transportation
Organization | • Missouri Job Center | • Community
Foundation of the
Ozarks |

Who are residents of predominantly low-to-moderate income neighborhoods in Springfield?

People who live in continuous areas bound by roads or natural features (creeks, etc.) where more than half of the area's residents fall below HUD's "moderate income" guidelines are considered residents of predominantly low-to-moderate income neighborhoods for the purposes of this plan.

CONSOLIDATED PLAN

A Consolidated Plan with a housing and non-housing component shall be adopted by the City Council to evaluate community needs, establish priorities and govern in the selection of projects. This plan shall cover a period of five (5) years. It shall identify the City's housing, homeless, community and economic development needs and specify short-term and long-term objectives for CDBG funding, HOME funding, as well as funding for programs and projects from other resources.

There are several requirements included as a part of this plan to encourage citizen participation in the development of the Consolidated Plan. Initially, the City shall make available to citizens, public agencies, and other interested party's information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-and-moderate income households. Even though the City expects no displacement to occur, the City will make every effort to minimize displacement of persons and to assist any persons displaced. This information shall be disclosed via an advertisement in the local newspaper, on the City's website and pushed out via social media. The Consolidated Plan and the first Annual Action Plan shall be presented for City Council's approval. There shall be an annual Action Plan submitted for each subsequent year of the Consolidated Plan. To reach this goal, the City shall complete the following items:

1. In developing the Consolidated Plan, the City staff shall consult with other public and private agencies representing community development and housing needs within the City of Springfield, wherever possible.
2. Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing of the Citizens' Advisory Committee for Community Development. The statement of intent shall reference the method of access to HUD related data. Additional notification shall be provided via the City's website and social media.
3. Hold a public hearing of the Citizens' Advisory Committee for Community Development; inviting input on the Needs Assessment, Proposed Activities, and

Strategy portions of the Consolidated Plan. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee, will hold the public hearing. CACCD members may submit comments following that hearing.

4. There are several areas that will specifically be included in the citizen participation aspect of the process as follows:
 - a. Lead-based Paint -- When preparing the portion of the Consolidated Plan, the City shall consult with state or local health and/ or child welfare agencies and examine existing data related to lead based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.
 - b. Priority Non-Housing Needs -- When preparing the description of the non-housing priority needs, the City shall consult with adjacent local governments when possible or applicable for needs and services that involve multiple jurisdictions.
 - c. Public Housing -- When preparing the housing section of the Consolidated Plan, the City shall consult with the local public housing authority to identify needs and strategies to address those needs.
5. Provide information to social service agencies, faith-based organizations, housing agencies, and other not-for-profit organizations regarding the program and invite input. Once the draft Consolidated Plan is completed, the City shall make the document available to the general public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following steps:
 - a. Publish a summary of the draft Consolidated Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days.

This summary shall include, at minimum, the purpose and contents of the draft Consolidated Plan and shall include a list of the locations where copies of the entire proposed Consolidated Plan may be examined. Additionally, the Plan shall be made available electronically to citizens or organizations requesting copies. A reasonable number of hard copies shall be provided, at no cost, to citizens or agencies, upon request, that do not have electronic viewing capabilities.
 - b. A copy of the Consolidated Plan will be made available on the City of Springfield's website. Notification of this placement shall be provided via social media outlets.
 - c. Make copies of the proposed Consolidated Plan available at public libraries,

government offices, and other public places.

6. The City's Planning & Development Department shall consider all comments which are received in writing or orally at the public hearing in preparing the final Consolidated Plan. To accomplish this goal, the City shall prepare a summary of public comments received and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Consolidated Plan.
7. To involve the affected public in the citizen participation process, one public hearing shall be held before the City Council with notice published in a newspaper of general circulation.
8. The City's Residential Anti-Displacement and Relocation Assistance Plan shall guide the types and levels of assistance the City will make available (or require others to make available) to persons displaced.

ANNUAL ACTION PLAN

The Annual Action Plan is a one (1) year plan that implements initial elements of the Consolidated Plan. The Annual Action Plan includes funding priorities and anticipated accomplishments from each project. There are several requirements included as a part of this plan to encourage citizen participation in the development of the Annual Action Plan. The City initially shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-and-moderate income households. All parties or organizations known to have an interest in submitting potential projects for funding shall be contacted in writing and provided access to appropriate materials for making application for the funds available. The City shall complete the following steps:

1. Publish a Public Announcement and Proposal Solicitation on an annual basis in the local newspaper of greatest circulation, seeking proposals for Discretionary CDBG funding for Public Services Grants at least fifteen (15) days prior to the public hearing. Further notification shall be provided via the City's website and social media.
2. Following the receipt of proposals, a joint public hearing may be held before the CACCD and/or City Council with the purpose of allowing presentations by the Discretionary CDBG grant applicants and allowing for public review and comment on the proposed CDBG spending plan.
3. The CACCD may hold a public hearing to allow the Committee to review the City staff assessment and recommendations on the CDBG program with the staff and submit comments to the City Council regarding the process and the proposed activities. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee, will hold the public hearing. CACCD members may submit comments following that hearing.

4. Once the draft Annual Action Plan is completed, the City shall make the document available to the general public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following items:
 - a. Publish a summary of the Annual Action Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days. Further notification shall be provided via the City's website and social media.
 - b. Make copies of the proposed Annual Action Plan available at public libraries, government offices, and other public places. This summary shall include, at minimum, the purpose and contents of the Annual Action Plan and shall include a list of the locations where copies of the entire proposed Annual Action Plan may be examined. Additionally, the Plan shall be made available electronically to individuals or organizations requesting copies. A reasonable number of hard copies shall be provided to citizens or agencies, upon request, that do not have electronic viewing capabilities.
5. The City shall consider all comments which are received in writing or orally at the public hearings in preparing the final Annual Action Plan. To accomplish this goal, the City shall prepare a summary of public comments received and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Annual Action Plan.
6. The City Council shall hold a public hearing prior to the submission of the Annual Action Plan to HUD. The purpose of this public hearing shall be to offer an additional opportunity for citizen comment and participation.

Once the citizen participation and public comment period has been completed, the City will submit the final Annual Action Plan at least forty-five (45) days before the start of the program year unless HUD establishes a later due date.

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN AMENDMENTS

SUBSTANTIAL CHANGE

It shall be considered a substantial change in objectives and projected use of funds described in the Action Year Plan whenever the City adds a new activity; materially changes the scope, purpose, location or beneficiaries of an activity; or adjusts the CDBG budget by an amount exceeding 15% of the total amount of available funds for the program year.

PROCESS FOR AMENDMENT

Once a need for a substantial change has been determined, the City will adhere to the following procedure:

1. Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the date of the public hearing. Further notification shall be provided via the City's website and social media.
2. The Citizens' Advisory Committee for Community Development may hold a public hearing inviting input regarding the proposed amendment. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee, will hold the public hearing.
3. Accept public comments for a period not less than thirty (30) calendar days on the substantial amendment following the public hearing. Any comments received either written or orally at the public hearing and during the thirty-day (30) comment period shall be considered in preparing the substantial amendment. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final amendment.
4. The draft amendment shall be presented to the City Council for adoption by ordinance.

NON-SUBSTANTIAL CHANGE

A non-substantial change is defined as any change or alteration that will not constitute a substantial change as defined above under SUBSTANTIAL CHANGE. Examples of non-substantial change may include cancellation of a previously approved activity due to unforeseen circumstances that have caused significant delays or unreasonable cost burdens, removal and reallocation of funds remaining after an activity is completed as approved, or an increase of an activity budget to make up the shortage to secure a contract. The City (Grantee) Staff responsible for overseeing and managing the CDBG Program will have authority to approve and implement non-substantial changes on an as-needed basis as part of the CDBG program administration.

DISASTER/EMERGENCY RESPONSE WOULD NOT REQUIRE A SUBSTANTIAL AMENDMENT

There have been situations that occur where the City experiences a natural disaster or emergency. Examples of these include the 1993 Ferguson Sinkhole Flood, the Ice Storm of 2007 and the 2020 COVID-19 coronavirus pandemic. In these situations, either the Director of the Springfield-Greene County Health Department, the Mayor of Springfield, Greene County Presiding Commissioner, the Governor of the State of Missouri, and/or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/or the community resources.

Events that qualify as a type of disaster or emergency would *not* constitute a substantial change, and thereby waive requirements for formal adoption of an amendment to the associated Consolidated Plan/Annual Action Plan. In the event of a local, state, or federal disaster or

emergency declaration for Springfield, the City may fund new activities and/or the reprogram funds, including adding or canceling activities, to meet needs resulting from said disaster or emergency.

Therefore, the City of Springfield may utilize CDBG or HOME funds to meet these needs with a five (5) day public notice and comment period instead of a thirty (30) day public comment period, which is otherwise required for substantial amendments. For CDBG funding under FY 2019-2020, FY 2020-2021, and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Springfield may provide a five (5) day notice of a proposed off-cycle change beginning April 8, 2020, as allowed under a HUD waiver.

With respect to a declared disaster, the City may elect to use CDBG or HOME funds to address needs not provided for by the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA), or other disaster relief efforts. Funding for disaster relief may not duplicate other efforts undertaken by federal or local sources unless allowed by the federal government. Potential eligible uses of funds are those that are included in this Citizen Participation Plan, the Consolidated Plan, or any other CDBG or HOME eligible use. HUD may provide new guidance on eligible uses in which the City will comply with and may utilize as well.

WAIVER PROCESS

Upon determination of good cause, HUD has the authority to waive certain regulatory provisions of the CDBG, HOME, ESG and HOPWA programs subject to statutory limitations.

Examples of good cause for such waivers:

1. Presidential disaster declarations under Title IV of the Stafford Act.
2. The City of Springfield may seek a waiver to its Citizen Participation Process, in emergency situations when expedited assistance offered through Consolidated Plan/Annual Action Plan covered programs is deemed necessary by the Mayor.
3. HUD issues notices to waive deadlines for submission and reduction of public comment periods

Following HUD issuance of waiver notices or approval of a waiver requests, the City reserves the right to amend the Citizen Participation Plan comment period as follows:

1. A reduction in the public comment period for Consolidated Plan/Annual Action Plan substantial amendments from thirty (30) calendar days to five (5) calendar days.
2. A reduction in the public comment period from thirty (30) calendar days to five (5) calendar days in the event of a local “urgent needs” emergency or state/federally declared disaster.
3. Flexibility in determining what constitutes reasonable notice and opportunity to comment.

4. Forego public hearings when the emergency conditions dictate caution; however, the City, at its option, may hold virtual public hearings if determined to be necessary.

AFFIRMATIVELY FURTHERING FAIR HOUSING

It is incumbent on recipients of Federal funds to maximize the use of those funds in a non-discriminatory manner and to promote fair housing when using those funds for housing activities. HUD is currently reviewing and revising their fair housing guidance which may require additional community input when completed.

In the planning process for the CONPLAN and all AAP's, the City staff will consider any relevant data from the Mayor's Commission on Human Rights and Community Relations complaint process and other HUD and local sources, as available, to assess fair housing as it applies to the use of HUD funds for housing projects. Fair housing information regarding any Racially or Ethnically Concentrated Areas of Poverty (R/ECAPS) and the current affirmative marketing of all Federally funded housing will be reviewed as an input to the success of the proposed activity. Coordination with the Housing Authority of Springfield (HAS) staff regarding their Fair Housing Plan and related data may be included in the City's planning process including the option of a joint Fair Housing Plan with HAS as allowed by HUD.

As part of the Consolidated and Annual Action Plan submission to HUD, the required City certification concerning our responsibilities to identify barriers to and actively provide support for fair housing with the use of HUD funds. Additionally, as HUD implements any further guidance for Fair Housing Planning, the City will implement the required public input and comment activities in support and compliance with the goals and objectives of that guidance and HUD's requirements.

PERFORMANCE REPORTS

The final aspect of citizen participation is regarding the performance of the program. The City will adhere to the following process:

- a. Publish a public notice regarding the availability of the Consolidated Annual Performance and Evaluation Report (CAPER) and public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the public hearing with further notification provided via the City's website and social media.
- b. The Citizens' Advisory Committee for Community Development may hold a public hearing inviting input regarding the final CAPER, for the previous program year. This public hearing shall be held annually not more than ninety (90) calendar days after the completion of the most recent program year, which shall outline the status of all activities as of the end of the Program Year. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee will hold the public hearing. CACCD members may submit comments following that hearing.

- c. Any comments received either written or orally at the public hearing shall be considered in preparing the final performance report. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final report.

DISPLACEMENT

The City of Springfield does not intend to undertake any activities funded by the U.S. Department of Housing and Urban Development (HUD) that would cause either temporary or permanent displacement of an individual or family. However, the City is required to have a Plan in place should such an event occur.

The Plan contains three major components.

1. **One-For-One Replacement of Low and Moderate-Income Dwelling Units**

All occupied and vacant, occupiable, low-and-moderate-income dwelling units that are demolished or converted to a use other than as low-and-moderate-income housing as a direct result of any activity assisted under the Section 104(d) of the Housing and Community Development Act of 1974, as amended, will be replaced with low and moderate-income dwelling units within three years of commencement of the activity.

2. **Relocation Assistance**

The City of Springfield will ensure that relocation assistance is provided as described in 24 CFR 507.606 to each low to moderate-income person who is displaced by the demolition or by the conversion of a low/moderate income dwelling unit to another use as a direct result of a CDBG assisted activity. When needed, relocation notices will be distributed to the affected persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) or the Section 104(d) of the Housing and Community Development Act policies, as applicable.

3. **Steps to Minimize Displacement**

City of Springfield will take the following steps to minimize the involuntary displacement of low-and moderate-income persons when CDBG funds are involved:

- a. All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- b. Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing as well as relocation assistance.
- c. The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant.

The City will also use the applicable HUD Notices and Guidance to inform residents/ businesses of their rights.

GENERAL PROCESS

PUBLIC HEARINGS

The following procedures shall be followed regarding public hearings:

1. No less than fifteen (15) calendar days' notice will be provided to the public for a public hearing for non-emergency situations as described above. Public hearings shall be advertised in the local newspaper of greatest circulation. The notice will include adequate information regarding the subject of the hearing to encourage informed comment. Further notification shall be provided via the City's website and social media.
2. All public hearings shall be held at times and locations convenient to potential attendees. Meeting times will generally avoid normal business hours (8-5 M-F) and be accessible to persons with disabilities including access to public transit. The following policy statement is printed near the bottom of every appointed board, committee and City Council meeting agenda, "In accordance with ADA and LEP guidelines, persons needing special accommodations when attending any City meeting will be required to notify the City Clerk's office at (417) 864-1443 at least three (3) days prior to the scheduled meeting."
3. Together the hearings shall address housing and community development needs, development of proposed activities, proposed strategies and actions, and a review of program performance, as applicable to the purpose of the hearing.
4. If a public hearing is planned and if it can be reasonably anticipated that a significant number of non-English speaking participants will be in attendance, the City will provide a translator for the meeting.
5. A notice of availability of a copy of the Consolidated Plan, the Annual Action Plan, any Substantial Amendments to the Consolidated Plan and the Annual Action Plan, the CAPER, Fair Housing documents, and Amendments to the Citizen Participation Plan will be provided to the City's Notification List and to the full membership of the Neighborhood Advisory Council (NAC) or other similar group via a direct email solicitation; seeking additional public review and comment.

LANGUAGE ASSISTANCE PLAN

Pursuant to 24 CFR 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. This section refers specifically to non-English speaking persons, defined in The Fair Housing Act as Limited English Proficiency (LEP) persons. LEP refers to a person's limited ability to read, write, speak or understand English. Per an analysis performed by the Ozarks Transportation Organization (OTO) as a part of the May 20, 2021, *OTO Limited English Proficiency Plan* (LEPP) 1.86% of Greene County's total population (5+ years of age) speak English less than "Very Well". The report also concludes that 5.68% of the County's population (5+ years of age) speak a language other than English at home. The staff of the City of Springfield understands the need to continually consult with the community regarding its changing language assistance needs.

IDENTIFYING LEP PERSONS NEEDING LANGUAGE ASSISTANCE

1. City staff will have on hand the "I speak" cards printed from the following website <http://www.lep.gov/ISpeakCards2004.pdf>.
2. Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings.
3. A notice shall be posted on CACCD, Mayor's Commission and City Council agendas indicating that language assistance is available.

LANGUAGE ASSISTANCE MEASURES

1. The City of Springfield has a contract with a local interpretation services company that can provide on demand translation services as needed for a fee. Relay Missouri offers Spanish Relay service. Relay users can type in Spanish and the conversations will be relayed in Spanish. Voice users can speak Spanish to the relay user. Spanish to English Translation is offered. Users must dial 1-800-548-8317 (TTY/ASCII/Voice).
2. There are several Universities and Colleges in Springfield, Missouri that have foreign language departments. These could also be used as a resource if need be. Currently, none of the City of Springfield's documents are available in a language other than English. However, the City's website may be translated into many different languages using Google Translate.

ACCESS TO RECORDS

The City shall ensure that citizens, public agencies, and other interested parties have reasonable and timely access to information and records pertaining to the City's Consolidated Plan and projects for a minimum of the preceding five (5) years.

Copies of the City's Consolidated Plan, Annual Action Plan, Performance Reports (CAPER), Assessment of Fair Housing (AFH) Plan, Citizen Participation Plan (CPP) and any substantial amendment of said documents will be available at any Springfield Branch of the Springfield-Greene County Library or on the City's website at

<https://www.springfieldmo.gov/850/Document-Library>.

Information and records will be available to the public in a form accessible to persons with disabilities, upon request. Braille and/or large print copies will be available, depending upon the needs of the requestor.

TECHNICAL ASSISTANCE

The City shall provide two (2) technical assistance sessions per program year to provide guidance to non-profit agencies representative of low- and moderate-income persons in developing proposals and completing necessary proposal forms for assistance under the formal CDBG allocation process. The initial technical assistance meeting is held immediately after the solicitation for discretionary public service projects. The second technical meeting is held with the sub grantees that have been selected for CDBG funding for public service projects. A direct email solicitation is sent out for both technical meetings.

COMPLAINTS

Should a citizen complaint be received regarding the Consolidated Plan, Annual Action Plan, Plan Amendments, Performance Reports, or the Citizen Participation Plan, the City will adhere to the following process:

1. Complaints must be submitted in writing to the Planning & Development Department of the City of Springfield.
2. Where practicable, all complaints will be initially responded to in writing within fifteen (15) working days from the date of receipt of the complaint.

EXHIBIT B

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City of Springfield, Missouri

Citizen Participation Plan

Originally Adopted on July 30, 2018 Pursuant to
City Council Special Ordinance 27087

Amended for Disaster / Emergency Response
on June 1, 2020 Pursuant to City Council
Special Ordinance 27326

CITIZEN PARTICIPATION PLAN - COVID-19 AMENDMENTS

- Include virtual hearings as an allowed method for citizen participation;
- Update section on a disaster / emergency response would not require a substantial amendment;
- Provide details on possible actions, including reprogramming of funding and types of possible activities that may be undertaken in response to the COVID-19 pandemic;
- Includes provisions relative to Consolidated Plan citizen participation, Community Development Block Grant and HOME Investment Partnership funds
- Grant waivers made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;
- Make minor edits that do not change current citizen participation policies.
- Please be advised that if virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

OVERVIEW

The Citizen Participation Plan (CPP) is the process by which the City of Springfield identifies the policies and procedures to be used to encourage citizen participation and involvement in programs and activities under the U.S. Department of Housing and Urban Development (HUD) Five-year Consolidated Plan. The Five-year Consolidated Plan identifies the City's housing, homeless, community and economic development needs and establishes goals and strategies for addressing those needs, including the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. The Citizen Participation Plan sets forth the mutual rights, duties and responsibilities of both the City and participating citizens and citizens' groups.

HUD PROGRAMS

The City of Springfield receives two entitlement grants from the U.S. Department of Housing and Urban Development (HUD), to help address the City's affordable housing, homeless, community and economic development needs.

1. Community Development Block Grant Program (CDBG)

Title I of the Housing and Community Development Act of 1974 (PL 93-383) created the CDBG program. It was re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic development opportunities for persons of low and moderate income. The City develops locally defined programs and funding priorities for CDBG, but activities must address one or more of the national objectives of the CDBG program. The three national objectives are: (1) to benefit low- and moderate- income persons; (2) to aid in the prevention or elimination of slums or blight; and/or (3) to meet other urgent community development needs. The City of Springfield's CDBG program emphasizes activities that directly benefit low and moderate-income persons.

2. HOME Investment Partnerships Program (HOME)

HOME was introduced in the Cranston-Gonzalez National Affordable Housing Act of 1990 and provides funding for housing rehabilitation, new housing construction, acquisition of affordable housing, and tenant-based rental assistance.

LEAD AGENCY

The Planning & Development Department is designated by the Springfield City Council as the lead agency for the administration of the CDBG and HOME grant programs. Through the U.S. Department of Housing and Urban Development (HUD) the Planning & Development Department administers the CDBG and HOME programs. As the lead agency for HUD, the Planning & Development Department is responsible for developing the 5-Year Consolidated Plans, Annual Action Plans, the Consolidated Annual Performance Evaluation Report (CAPER) and amendments to the Citizen Participation Plan.

Copies of this Citizen Participation Plan (CPP) can be obtained at any Springfield Branch of the Springfield-Greene County Library or on the City's website at <https://www.springfieldmo.gov/850/Document-Library>.

ENCOURAGING PUBLIC PARTICIPATION

The City of Springfield encourages all citizens to participate in the development and review of the:

- HUD Five-Year Consolidated Plan
- Annual One-Year Action Plan (AAP)
- Substantial Amendments to the Consolidated Plan and/or the Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- ~~Assessment of Fair Housing Plan (AFH)~~
- Amendments to the Citizen Participation Plan (CPP)

Citizens will be given reasonable notice and an opportunity to participate in the development of all Consolidated Plans, Annual Action Plans, Substantial Amendments, CAPERs and Amendments to Citizen Participation Plans.

Although the City encourages the participation of all of its citizens, the emphasis of this Plan is on encouraging and ensuring the participation of low- and moderate-income persons, particularly those living in slum and blighted areas, residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies and residents of public and assisted housing developments. The City also encourages the participation of local and regional institutions, the local Continuum of Care (i.e. Ozarks Alliance to End Homelessness), other organizations (including business, developers, non-profit organizations, philanthropic organizations, and community ~~organizations including -and~~ faith-based organizations), residents of public and assisted housing (including any resident advisory boards, resident councils, and resident management corporations) and by other low- income residents of targeted revitalization areas in which public and assisted housing is located. Persons needing special accommodations when attending any City meeting will be required to notify the City Clerk's office at (417) 846-1636443 at least three (3) days prior to a scheduled meeting.

In preparing the components of the Consolidated Plan, ~~the AFH~~ and any amendments to the CPP the City of Springfield shall consult, as required or applicable, with other public and private agencies that provide housing, health services, and social services, community-based and regionally-based organizations that represent protected class members, organizations that enforce fair housing laws, broadband internet service providers including organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include management of flood prone areas, public land or water resources, emergency management agencies, local health and child welfare agencies, business and civic leaders, adjacent units of general local government, regional government organizations local and regional institutions, the local Continuum of Care (i.e. Ozarks Alliance to End Homelessness), residents of public and assisted housing and by other low- income residents of targeted revitalization areas in which public and assisted housing is located. Direct and email consultations shall be held by City Staff with various groups and organizations as enumerated within the Notification and Consultation Lists chapter that follows.

CITIZEN INVOLVEMENT

The City of Springfield shall provide for citizens' comment, input and participation throughout the process by various means:

1. The City shall make CDBG & HOME funding information available to citizens, public agencies and other interested parties, as outlined in the Notifications & Consultations List.
2. Consultation with several specific groups and agencies as enumerated within the Notification and Consultation List Chapter ~~as follows:~~
3. Published Notification and Comment Periods
4. Citizens' Advisory Committee for Community Development (CACCD) Public Hearings. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee will hold the public hearing. CACCD members may submit comments following that hearing.'

~~5.4.~~ Springfield City Council Public Hearings

NOTIFICATION OF INPUT OPPORTUNITIES

The City of Springfield will provide a variety of notifications highlighting citizen input opportunities, including the use of social media, direct communications to organizations and meetings with agencies serving target populations.

CITIZEN REPRESENTATION

CITIZEN ADVISORY COMMITTEE FOR COMMUNITY DEVELOPMENT (CACCD)

The Citizens' Advisory Committee for Community Development (CACCD) is an appointed body. The Committee reviews City staff assessments and recommendations on the CDBG program with the staff and submits comments to the City Council. The CACCD shall base its comments to the City Council solely on an objective basis and in conformance with adopted policies, procedures and priorities of the City Council and federal Community Development Block Grant (CDBG) requirements. The Committee shall avoid ex parte communications with applicants for funding regarding their application or the CDBG program during the process of deliberation and selection, to avoid a conflict of interest or an appearance of impropriety.

It shall be the charge of the CACCD to avoid any individual or collective conflict of interest or any appearance of impropriety or conflict of interest. All members shall avoid conflicts of interest as described in the CDBG regulation at 24 CFR 570.611. A Committee member shall not be affiliated with any organization at the time an application for CDBG funds is made, or within a twelve (12) month period preceding application. Affiliation is defined to mean serving as a

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board, committee or general member, a member of staff, ~~or involved in fund-raising activities.~~ If such a conflict exists, the Committee member shall no longer serve on the Committee.

The membership of the CACCD shall consist of nine (9) members, each with three (3) year terms, who shall be appointed by the City Council. Appointments shall be staggered so that there will be three terms which expire each year. All members of the CACCD shall be legal residents of the City of Springfield, Missouri.

MAYOR'S COMMISSION ON HUMAN RIGHTS AND COMMUNITY RELATIONS (MCHRCR)

The Mayor's Commission on Human Rights and Community Relations (MCHRCR) is an appointed body which works to promote understanding and respect among all citizens and provides the community recourse for discriminatory acts. The chief responsibility of the MCHRCR is to investigate alleged incidents of discrimination and mediate settlements between affected parties. The MCHRCR acts as a clearing house for information regarding human rights and offers its services to help educate interested citizens and community groups. The MCHRCR will be consulted concerning issues that fall within their purview.

NEIGHBORHOOD ADVISORY COUNCIL (NAC)

The Neighborhood Advisory Council (NAC) is an advisory board, created to increase communication between organized neighborhood associations, City Council and City staff. Although the NAC is not tasked specifically with the review of the City's HUD funded programs, the City shall provide a copy of the HUD plans and reports to the membership via direct email solicitation, to allow the organization an opportunity to review and comment and to provide representatives the opportunity to share this information with their many neighborhood association members. NAC represents all neighborhood associations within the City, including low- and moderate-income neighborhoods and slum and blighted areas.

NOTIFICATION and CONSULTATION LISTS

The City of Springfield has an ongoing listing of groups and organizations that are sent direct emails regarding affordable housing openings and other notifications. The City staff shall work in conjunction with the CACCD and the MCHRCR to consult directly with these groups and organizations, in preparing the components of the Consolidated Plan, ~~the AFH,~~ fair housing planning, and any amendments to the CPP. Where possible, the City staff shall meet in person with a number of groups and organizations on an annual basis. The City shall also provide a copy of the HUD plans and reports to the notification lists via a direct email solicitation. These lists include people and organizations that represent low- and moderate-income persons, persons living in slum and blighted areas, residents of predominantly low- and moderate-income neighborhoods, minorities, non-English speaking persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies, residents of public and assisted housing developments, local and regional institutions, and other organizations. Groups and organizations wishing to be added to the HUD Program Notification and Consultation list, may contact the City's Planning & Development Department, at any time, to be added to the listing. Examples of specific groups and agencies have been enumerated below:

HUD PROGRAM NOTIFICATION AND CONSULTATION LIST

- | | | |
|--|---|--|
| • Abilities First
(Development Disabilities
Organization) | • Grupo
Latinoamericano | • Recovery Outreach
Services |
| • Affordable Housing
Action Board (AHAB) | • Habitat for Humanity | • Southwest MO Center
for Independent
Living Empower abilities |
| • AIDS Project of the
Ozarks | • Hand-in-Hand
Multicultural Center | • Springfield Community
Center |
| • Boys & Girls Town of
Missouri KVC Missouri | • Housing Authority of
Springfield (HAS) | • Springfield Community
Land Trust (SCLT) |
| • Burrell Mental Health
Center | • Jordan Valley
Community Health
Center | • Springfield Public
Schools |
| • Community Partnership
of the Ozarks | • Legacy Counseling,
LLC closed?? | • The African American
Agenda Collaborative
closed?? |
| • Cox Health Center
(Hospital) | • Missouri Career Center | • The Arc of the Ozarks
(Development Disabilities
Organization) |
| • Easy Living, Inc.
(Development Disabilities
Organization) | • Missouri Department of
Health and Senior
Services | • The Salvation Army |
| • Family Violence Center | • NAACP | • Veteran's VASH
Program |
| • Good Samaritan Boys
Ranch | • Numerous Local
Churches | • Veterans Coming Home |
| • Greene County
Children's Division | • Ozarks Alliance to End
Homelessness (Continuum
of Care) | • Women Infants &
Children (WIC) |

*Please note that this is not a comprehensive list.

LOCAL AND REGIONAL INSTITUTIONS

- Chamber of Commerce
- Council of Churches
- The Fairbanks
- Community Collaboratives
- Missouri Job Center
- United Way of the Ozarks
- Community Foundation of the Ozarks
- Ozarks Transportation Organization

**Please note that this is not a comprehensive list.*

This chart re-typed to match.

Who are residents of predominantly low- and moderate-income neighborhoods in Springfield?

People who live in continuous areas bound by roads or natural features (creeks, etc.) where ~~more than half of the area's residents fall below HUD's "moderate income" guidelines are considered residents of predominantly low- and moderate-income neighborhoods for the purposes of this plan.~~

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CONSOLIDATED PLAN

A Consolidated Plan with a housing and non-housing component shall be adopted by the City Council ~~to survey~~evaluate community needs, establish priorities and govern in the selection of projects. This plan shall cover a period of five (5) years. It shall identify the City's housing, homeless, community and economic development needs and specify short-term and long-term objectives for CDBG funding, HOME funding, as well as funding for programs and projects from other resources.

There are several requirements included as a part of this plan to encourage citizen participation in the development of the Consolidated Plan. Initially, the City shall make available to citizens, public agencies, and other interested party's information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-and-moderate income households. Even though the City expects no displacement to occur, the City will make every effort to minimize displacement of persons and to assist any persons displaced. ~~The City's Consolidated Plan shall state the types and levels of assistance the City will make available (or require others to make available) to persons displaced.~~ This information shall be disclosed via an advertisement in the local newspaper, on the City's website and pushed out via social media. The Consolidated Plan and the first Annual Action Plan shall be presented for City Council's approval. ~~adopted prior to the allocation process for the initial year covered under the identified program period, at the discretion of the City Council.~~ There shall be an annual Action Plan submitted for each subsequent incremental year of the Consolidated Plan. To reach this goal, the City shall complete the following items:

~~1.~~ In developing the Consolidated Plan, the City staff shall consult with other public and private agencies representing community development and housing needs within the City of Springfield, wherever possible.

~~2.~~
~~1.~~

~~1.~~ Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing of the Citizens' Advisory Committee for Community Development. The statement of intent shall reference the method of access to HUD related data. Additional

~~e.~~ Further notification shall be provided via the City's website and social media.

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~~2.~~~~3.~~ Hold a public hearing of the Citizens' Advisory Committee for Community Development; inviting input on the Needs Assessment, Proposed Activities, and Strategy portions of the Consolidated Plan. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee, will hold the public hearing. CACCD members may submit comments following that hearing.

~~4.~~ 4. There are several areas that will specifically be included in the citizen participation aspect of the process as follows:

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- a. Lead-based Paint -- When preparing the portion of the Consolidated Plan, the City shall consult with state or local health and/or child welfare agencies and examine existing data related to lead based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.
- b. Priority Non-Housing Needs -- When preparing the description of the non-housing priority needs, the City shall consult with adjacent local governments when possible or applicable for needs and services that involve multiple jurisdictions.
- c. Public Housing -- When preparing the housing section of the Consolidated Plan, the City shall consult with the local public housing authority to identify needs and strategies to address those needs.

~~5.~~ 5. Provide information to social service agencies, churches faith-based organizations, housing agencies, and other not-for-profit organizations regarding the program and invite input. Once the draft Consolidated Plan is completed, the City shall make the document available to the general public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following steps:

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- a. Publish a summary of the draft Consolidated Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days.

This summary shall include, at minimum, the purpose and contents of the draft Consolidated Plan and shall include a list of the locations where copies of the entire proposed Consolidated Plan may be examined. Additionally, the Plan shall be made available electronically to citizens or organizations requesting copies. A reasonable number of hard copies shall be provided, at no cost, to citizens or agencies, upon request, that do not have electronic viewing capabilities.

- b. A copy of the Consolidated Plan will be made available on the City of Springfield's website. Notification of this placement shall be provided via social media outlets.
- c. Make copies of the proposed Consolidated Plan available at public libraries, government offices, and other public places.

6. The City's Planning & Development Department shall consider all comments which are received in writing or orally at the public hearing in preparing the final Consolidated Plan. To accomplish this goal, the City shall prepare a summary of public comments received and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Consolidated Plan.

7. To involve the affected public in the citizen participation process, one public hearing shall be held before the City Council with notice published in a newspaper of general circulation.

8. The City's Residential Anti-displacement and Relocation Assistance Plan shall guide the types and levels of assistance the City will make available (or require others to make available) to persons displaced

~~6.~~

ANNUAL ACTION PLAN

The Annual Action Plan is a one (1) year plan that implements initial elements of the Consolidated Plan. The Annual Action Plan includes funding priorities and anticipated accomplishments from each project. There are several requirements included as a part of this plan to encourage citizen participation in the development of the Annual Action Plan. The City initially shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-and-moderate income households. All parties or organizations known to have an interest in submitting potential projects for funding shall be contacted in writing and provided access to appropriate materials for making application for the funds available. The City shall complete the following steps:

1. Publish a Public Announcement and Proposal Solicitation on an annual basis in the local newspaper of greatest circulation, seeking proposals for Discretionary CDBG funding for Public Services Grants at least fifteen (15) days prior to the public hearing.

a. Further notification shall be provided via the City's website and social media.

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2. Following the receipt of proposals, a joint public hearing may be held before the CACCD and/or City Council with the purpose of allowing presentations by the Discretionary CDBG grant applicants and allowing for public review and comment on the proposed CDBG spending plan.

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~~Following the receipt of proposals, a joint public hearing shall be held before the City Council and the Citizens' Advisory Committee for Community Development. This hearing shall be held for reviewing proposals and public review and comment on Proposed Activities.~~

3. 3. The CACCD shall hold a public hearing to allow the Committee to review the City staff assessment and recommendations on the CDBG program with the staff and submit comments to the City Council regarding the process and the proposed activities.

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4. 4. Once the draft Annual Action Plan is completed, the City shall make the document available to the general public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following items:

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- a. Publish a summary of the Annual Action Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days. Further notification shall be provided via the City's website and social media.
- b. Make copies of the proposed Annual Action Plan available at public libraries, government offices, and other public places. This summary shall include, at minimum, the purpose and contents of the Annual Action Plan and shall include a list of the locations where copies of the entire proposed Annual Action Plan may be examined. Additionally, the Plan shall be made available electronically to individuals or organizations requesting copies. A reasonable number of hard copies shall be provided to citizens or agencies, upon that request, that do not have electronic viewing capabilities.

5.2. The City shall consider all comments which are received in writing or orally at the public hearings in preparing the final Annual Action Plan. To accomplish this goal, the City shall prepare a summary of public comments received and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Annual Action Plan.

6.3. The City Council shall hold a public hearing prior to the submission of the Annual Action Plan to HUD. The purpose of this public hearing shall be to offer an additional opportunity for citizen comment and participation.

Once the citizen participation and public comment period has been completed, the City will submit the final Annual Action Plan at least forty-five (45) days before the start of the program year unless HUD establishes a later due date.

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN AMENDMENTS

SUBSTANTIAL CHANGE

It shall be considered a substantial change in objectives and projected use of funds described in the Action Year Plan whenever the City adds a new activity; materially changes the scope, purpose, location or beneficiaries of an activity; or, adjusts the CDBG budget by an amount exceeding 159% of the total amount of available funds for the program year.

PROCESS FOR AMENDMENT

Once a need for a substantial change has been determined, the City will adhere to the following procedure:

1. Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the date of the public hearing.

~~a.~~ Further notification shall be provided via the City's website and social media.

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2. The Citizens' Advisory Committee for Community Development shall hold a public hearing inviting input regarding the proposed amendment. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee, will hold the public hearing.
3. Accept public comments for a period not less than thirty (30) calendar days on the substantial amendment following the public hearing. Any comments received either written or orally at the public hearing and during the thirty-day (30) comment period shall be considered in preparing the substantial amendment. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final amendment.
4. The draft amendment shall be presented to the City Council for adoption by ordinance.

NON-SUBSTANTIAL CHANGE

A non-substantial change is defined as any change or alteration that will not constitute a substantial change as defined above under SUBSTANTIAL CHANGE. Examples of non-substantial change may include cancellation of a previously approved activity due to unforeseen circumstances that have caused significant delays or unreasonable cost burdens, removal and reallocation of funds remaining after an activity is completed as approved, or and increase of an

activity budget to make up the shortage to secure a contract. The City (Grantee) Staff responsible for overseeing and managing the CDBG Program will have authority to approve and implement non-substantial changes on an as-needed basis as part of the CDBG program administration.

DISASTER/EMERGENCY RESPONSE WOULD NOT REQUIRE A SUBSTANTIAL AMENDMENT

There have been situations that occur where the City experiences a natural disaster or emergency. Examples of these include the 1993 Ferguson Sinkhole Flood, the Ice Storm of 2007 and the 2020 COVID-19 virus pandemic. In these situations, either the Director of the Springfield-Greene County Health Department, the Mayor of Springfield, Greene County Presiding Commissioner, the Governor of the State of Missouri, and/or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/or the community resources.

Events that qualify as a type of disaster or emergency would *not* constitute a substantial change, and thereby waive requirements for formal adoption of an amendment to the associated Consolidated Plan/Annual Action Plan. In the event of a local, state, or federal disaster or emergency declaration for Springfield, the City may fund new activities and/or the reprogram funds, including adding or canceling activities, to meet needs resulting from said disaster or emergency.

Therefore, the City of Springfield may utilize CDBG or HOME funds to meet these needs with a five (5) day public notice and comment period instead of a thirty (30) day public comment period, which is otherwise required for substantial amendments. For CDBG funding under FY 2019-2020, FY 2020-2021, and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Springfield may provide a five (5) day notice of a proposed off-cycle change beginning April 8, 2020, as allowed under a HUD waiver.

With respect to a declared disaster, the City may elect to use CDBG or HOME funds to address needs not provided for by the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA), or other disaster relief efforts. Funding for disaster relief may not duplicate other efforts undertaken by federal or local sources unless allowed by the federal government. Potential eligible uses of funds are those that are included in this Citizen Participation Plan, the Consolidated Plan, or any other CDBG or HOME eligible use. HUD may provide new guidance on eligible uses in which the City will comply with and may utilize as well.

WAIVER PROCESS

Upon determination of good cause, HUD has the authority to waive certain regulatory provisions of the CDBG, HOME, ESG and HOPWA programs subject to statutory limitations.

Examples of good cause for such waivers:

1. Presidential disaster declarations under Title IV of the Stafford Act.
2. The City of Springfield may seek a waiver to its Citizen Participation Process, in emergency situations when expedited assistance offered through Consolidated Plan/Annual Action Plan covered programs is deemed necessary by the Mayor.
3. HUD issues notices to waive deadlines for submission and reduction of public comment periods

Following HUD issuance of waiver notices or approval of a waiver requests, the City reserves the right to amend the Citizen Participation Plan comment period as follows:

1. A reduction in the public comment period for Consolidated Plan/Annual Action Plan substantial amendments from thirty (30) calendar days to five (5) calendar days.
2. A reduction in the public comment period from thirty (30) calendar days to five (5) calendar days in the event of a local “urgent needs” emergency or state/federally declared disaster.
3. Flexibility in determining what constitutes reasonable notice and opportunity to comment.
4. Forego public hearings when the emergency conditions dictate caution; however, the City, at its option, may hold virtual public hearings if determined to be necessary.

**~~AFFIRMATIVELY FURTHERING FAIR HOUSING
(AFFH) PRESERVING COMMUNITY AND NEIGHBORHOOD CHOICE &
ASSESSMENT OF FAIR HOUSING (AFH) PLAN~~**

In Federal Register Vol. 85, No. 153 dated August 7, 2020, HUD issued an update the previous fair housing policy and regulations regarding Affirmatively Furthering Fair Housing to make the regulation more compliant with congressional authority and laws.

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It is incumbent on recipients of Federal funds to maximize the use of those funds in a non-discriminatory manner and to promote fair housing when using those funds for housing activities. HUD is currently reviewing and revising their fair housing guidance which may require additional community input when completed.

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In the planning process for the CONPLAN and all AAP's, the City staff will consider any relevant data from the Mayor's Commission on Human Rights and Community Relations complaint process and other HUD and local sources, as available, to assess fair housing as it applies to the use of HUD funds for housing projects. Fair housing information regarding any Racially or Ethnically Concentrated Areas of Poverty (RECAPS) and the affirmative marketing of all Federally funded housing will be reviewed as an input to the success of the proposed activity. Coordination with the Housing Authority of Springfield (HAS) staff regarding their Fair Housing Plan and elated data may be included in the City's planning process including the option of a joint Fair Housing Plan with HAS as allowed by HUD.

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As part of the Consolidated and Annual Action Plan submission to HUD, the required City certification concerning our responsibilities to identify barriers to and actively provide support for fair housing with the use of HUD funds. Additionally, as HUD implements any further guidance for Fair Housing Planning, the City will implement the required public input and comment activities in support and compliance with the goals and objectives of that guidance and HUD's requirements.

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On March 14, 2016, the U.S. Department of Housing and Urban Development (HUD) issued a notice providing guidance to cities incorporating the 24 CFR Part 5 Affirmatively Furthering Fair Housing (AFFH) rule into the requirements of 24 CFR 91.10—Consolidated Program Year and 24 CFR 91.115—for the Citizen Participation Plan. The new AFFH rule requires cities to set forth a meaningful and transparent process to identify and understand local and regional fair housing issues and set goals for improving fair housing choice and access to opportunity.

On January 5, 2018 a Federal Register Notice was published by HUD (83 Fed. Reg. 683) extending the deadline for submission of the Assessment of Fair Housing for Consolidated Plan Participants to their next AFH submission date that falls after October 30, 2020.

As soon as feasible, the City shall make available to citizens, public agencies, and other interested party's HUD-provided data and any other supplemental information the local government plans to incorporate into the AFH.

To allow for the sharing of resources and addressing fair housing issues from a broader perspective, the City of Springfield may collaborate with the Housing Authority of the City of Springfield (HAS) in conducting and submitting a single, joint AFH. If possible, the City will

continue to collaborate with HAS and any other Public Housing Authority that may exist in the future.

The goal of the AFFH rule is to utilize local and regional data to better understand fair housing issues and to establish fair housing priorities and goals. Such data is intended to make participants better able to evaluate fair housing issues, including: segregation, conditions that restrict fair housing choice, and disparities in access to housing and opportunity. To reach this goal, the City, shall complete the following steps:

0. ~~The City staff shall consult with the Mayor's Commission on Human Rights and Community Relations (MCHRCR) concerning items that would fall within their purview.~~
0. ~~The City Staff will consult directly with a wide array of public and private agencies. Examples of agencies that will be consulted are enumerated within the *Notification and Consultation Lists* Section. These consultations shall take place throughout the AFH process.~~
0. ~~Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing.~~
 - ~~Further notification shall be provided via the City's website and social media.~~
0. ~~Hold a public hearing by the Citizen's Advisory Committee for Community Development inviting input on fair housing issues and needs.~~
0. ~~Provide information to social service agencies, churches, housing agencies, and other not-for-profit organizations regarding the AFFH rule and the AFH plan and invite input.~~
 - ~~Publish a summary of the draft Assessment of Fair Housing Plan in the local newspaper of greatest circulation inviting public review and comment for a period no less than thirty (30) calendar days. This summary shall include, at minimum, the purpose and contents of the draft AFH Plan and shall include a list of the locations where copies of the entire proposed AFH Plan may be examined. Additionally, the Plan shall be made available electronically to citizens or organizations requesting copies. A reasonable number of hard copies shall be provided, at no cost, to citizens or agencies that do not have electronic viewing capabilities.~~
 - ~~A copy of the AFH Plan will be made available on the City of Springfield's website. Notification of this placement shall be provided via social media outlets.~~
 - ~~Make copies of the proposed AFH Plan available at public libraries, government offices, and other public places.~~
0. ~~To involve the affected public in the citizen participation process, one public hearing shall be held before the City Council with notice published in a newspaper of general circulation.~~
0. ~~Any comments received either written or orally at the public hearing and during the thirty-day (30) comment period shall be considered in preparing the AFH Plan. A summary of~~

these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final amendment.

Once the citizen participation and public comment period have been completed, the City of Springfield will submit the final City council-approved Assessment of Fair Housing Plan to the U.S. Department of Housing and Urban Development (HUD).

REVISIONS TO AFH PLAN

A HUD accepted AFH must be revised and re-submitted to HUD for review when:

- 0. A material change occurs. A material change is one that both a) impacts the circumstances in the City which may include natural disasters, significant demographic changes, new significant contributing factors, and civil rights findings and b) causes alterations to the AFH's analyses, contributing factors, priorities, and/or goals.
- 0. The City receives a written notification from HUD specifying a material change to the regulations.

PROCESS FOR REVISION OF AFH PLAN

Once a need for a revision of the AFH Plan has been determined, the City will adhere to the following procedure:

- 0. Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the date of the public hearing.
 - a. Further notification shall be provided via the City's website and social media.
- 0. The Citizens' Advisory Committee for Community Development shall hold a public hearing inviting input regarding the proposed revision.
- 0. Accept public comments for a period not less than thirty (30) calendar days on the revision following the public hearing. Any comments received either written or orally at the public hearing and during the thirty-day (30) comment period shall be considered in preparing the revision of the AFH Plan. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the revision. The draft revision shall be presented to the City Council for adoption by ordinance.

~~1. The draft revision shall be presented to the City Council for adoption by ordinance.~~

PERFORMANCE REPORTS

The final aspect of citizen participation is regarding the performance of the program. The City will adhere to the following process:

- ~~a. Publish a public notice regarding the availability of the Consolidated Annual Performance and Evaluation Report (CAPER) and public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the public hearing with further notification provided via the City's website and social media.~~

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~~— Further notification shall be provided via the City's website and social media.~~

- ~~2.b. The Citizens' Advisory Committee for Community Development shall hold a public hearing inviting input regarding the final performance report, officially titled Consolidated Annual Performance and Evaluation Report (CAPER), for the previous program year. This public hearing shall be held annually not more than ninety (90) calendar days after the completion of the most recent program year, which shall outline the status of all activities as of the end of the Program Year. If the CACCD cannot conduct the hearing due to lack of quorum or otherwise, the Director of Planning and Development, or designee will hold the public hearing. CACCD members may submit comments following that hearing.~~

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- ~~a. c. Any comments received either written or orally at the public hearing shall be considered in preparing the final performance report. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final report.~~

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DISPLACEMENT

The City of Springfield does not intend to undertake any activities funded by the U.S. Department of Housing and Urban Development (HUD) that would cause either temporary or permanent displacement of an individual or family. However, the City is required to have a Plan in place should such an event occur.

The Plan contains three major components.

1. One-For-One Replacement of Low and Moderate-Income Dwelling Units

All occupied and vacant, occupiable, low- and moderate-income dwelling units that are demolished or converted to a use other than as low-and-moderate-income housing as a direct result of any activity assisted under the Section 104(d) of the Housing and Community Development Act of 1974, as amended, will be replaced with low and moderate-income dwelling units within three years of commencement of the activity.

2. Relocation Assistance

The City of Springfield will ensure that relocation assistance is provided as described in 24 CFR 507.606 to each low to moderate-income person who is displaced by the demolition or by the conversion of a low/moderate income dwelling unit to another use as a direct result of a CDBG assisted activity. When needed, relocation notices will be distributed to the affected persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) or the Section 104(d) of the Housing and Community Development Act policies, as applicable.

3. Steps to Minimize Displacement

City of Springfield will take the following steps to minimize the involuntary displacement of low-and moderate-income persons when CDBG funds are involved:

- a. All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- b. Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing as well as relocation assistance.
- c. The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant.

The City will also use the applicable HUD Notices and guidance Brochures to inform residents/businesses of their rights.

GENERAL PROCESS

PUBLIC HEARINGS

The following procedures shall be followed regarding public hearings:

1. No less than fifteen (15) calendar days' notice will be provided to the public for a public hearing for non-emergency situations as described above.

Public hearings shall be advertised in the local newspaper of greatest circulation. The notice will include adequate information regarding the subject of the hearing to encourage informed comment. Further notification shall be provided via the City's website and social media.

2.

~~Further notification shall be provided via the City's website and social media.~~

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3.2. All public hearings shall be held at times and locations convenient to potential attendees. Meeting times will generally avoid normal business hours (8-5 M-F) and be accessible to persons with disabilities including access to public transit. The following policy statement is printed near the bottom of every appointed board, committee and City Council meeting agenda, "In accordance with ADA and LEP guidelines, persons needing special accommodations when attending any City meeting will be required to notify the City Clerk's office at (417) 864-1443 at least three (3) days prior to the scheduled meeting."

a. 3. Together the hearings shall address housing and community development needs, development of proposed activities, proposed strategies and actions ~~for affirmatively furthering fair housing consistent with the AFH~~, and a review of program performance, ~~as applicable to the purpose of the hearing.~~

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4. 4. If a public hearing is planned and it can be reasonably anticipated that a significant number of non-English speaking participants will be in attendance, the City will provide a translator for the meeting.

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5. 5. A ~~notice of availability of a~~ copy of the Consolidated Plan, the Annual Action Plan, any Substantial Amendments to the Consolidated Plan and the Annual Action Plan, the CAPER, and Amendments to the Citizen Participation Plan will be provided to the City's Notification List and to the full membership of the Neighborhood Advisory Council (NAC) or other similar group via a direct email solicitation; seeking additional public review and comment.

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LANGUAGE ASSISTANCE PLAN

Pursuant to 24 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. This section refers specifically to non-English speaking persons, defined in The Fair Housing Act as Limited English Proficiency (LEP) persons. LEP refers to a person's limited ability to read, write, speak or understand English. Per an analysis performed by the Ozarks Transportation Organization (OTO) as a part of the ~~August 17, 2017~~ May 20, 2021, *OTO Limited English Proficiency Plan* (LEPP) 1.869% of Greene County's total population (5+ years of age) speak English less than "Very Well". The report also concludes that 5.2368% of the County's population (5+ years of age) speak a language other than English at home. The staff of the City of Springfield understands the need to continually consult with the community regarding its changing language assistance needs.

IDENTIFYING LEP PERSONS NEEDING LANGUAGE ASSISTANCE

1. City staff will have on hand the “I speak” cards printed from the following website <http://www.lep.gov/ISpeakCards2004.pdf>.
2. Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings
3. A notice shall be posted on CACCD, Mayor’s Commission and City Council agendas indicating that language assistance is available.

LANGUAGE ASSISTANCE MEASURES

1. The City of Springfield has a contract with a local interpretation services company that can provide on demand translation services as needed for a fee. Relay Missouri offers Spanish Relay service. Relay users can type in Spanish and the conversations will be relayed in Spanish. Voice users can speak Spanish to the relay user. Spanish to English Translation is offered. Users must dial 1-800-548-8317 (TTY/ASCII/Voice).
2. There are several Universities and Colleges in Springfield, Missouri that have foreign language departments. These could also be used as a resource if need be. Currently, none of the City of Springfield’s documents are available in a language other than English. However, the City’s website may be translated into many different languages using Google Translate.

ACCESS TO RECORDS

The City shall ensure that citizens, public agencies, and other interested parties have reasonable and timely access to information and records pertaining to the City’s Consolidated Plan and projects for a minimum of the preceding five (5) years.

Copies of the City’s Consolidated Plan, Annual Action Plan, Performance Reports (CAPER), Assessment of Fair Housing (AFH) Plan, Citizen Participation Plan (CPP) and any substantial amendment of said documents will be available at any Springfield Branch of the Springfield-Greene County Library or on the City’s website at <https://www.springfieldmo.gov/850/Document-Library>.

Information and records will be available to the public in a form accessible to persons with disabilities, upon request. Braille and/or large print copies will be available, depending upon the needs of the requestor.

TECHNICAL ASSISTANCE

The City shall provide two (2) technical assistance sessions per program year to provide guidance to groups representative of low- and moderate-income persons in developing proposals and completing necessary proposal forms for assistance under the formal CDBG allocation process. The initial technical assistance meeting is held immediately after the solicitation for discretionary public service projects. The second technical meeting is held with the sub grantees that have been selected for CDBG funding for public service projects. A direct email solicitation is sent out for both technical meetings.

COMPLAINTS

Should a citizen complaint be received regarding the Consolidated Plan, Annual Action Plan, Plan Amendments, Performance Reports, or the Citizen Participation Plan, the City will adhere to the following process:

1. Complaints must be submitted in writing to the Planning & Development Department of the City of Springfield.
2. Where practicable, all complaints will be initially responded to in writing within fifteen (15) working days from the date of receipt of the complaint.

Summary of the edits for the Citizen Participation Plan

1. References to the Assessment of Fair Housing (AFH) and Affirmatively Furthering Fair Housing (AFFH) edited or deleted due to major changes by HUD since the last CPP edits were made. One administration reduced it severely and a new process was started and killed by the current administration and now they propose changes again.
2. Community Advisory Committee for Community Development (CACCD):
 - a. When we schedule a CACCD Public Meeting and a quorum of members is not available which occurred a few times in the past 1-1/2 years, the Planning Director or designee can continue in order to meet HUD deadlines for citizen notice and comment.
 - b. Edits to the Conflict of Interest for the CACCD membership; updated based on recent legal review and compliance with the HUD regulations.
3. Updates to the HUD Notification and Consultation List
 - a. Delete some agencies that no longer exist
 - b. Some name changes
4. Indicate that the 1st Years Annual Action Plan is included in the 5-Year Consolidated Plan with the subsequent 4-year plans submitted annually.
5. Clearly describe the process for the annual Public Service Grant process.
6. Adjust the percentage of adjustment from 10% to 15% due to inflation of the amount that may be quickly reallocated due to fluctuating applications for specific projects, needs or priority projects that require additional or less funding, or to avoid duplication of payments with competing fund sources.
7. Clarify the policy on the relocation assistance for displaced persons. Add reference to the City's Anti-displacement and Relocation Assistance Plan and HUD's relocation requirements under Section 104(d) of the Housing and Community Development Act which supplements the Federal Uniform Relocation Act.
8. Clarify that the notification to the public and the citizen participation time frames may be reduced when operating in a declared emergency such as the recent pandemic.
9. Update the Language Assistance Plan with new data.

Exhibit D

From: [O'Brien S. Daniels](#)
To: [Atchley, Bob](#)
Subject: Follow-up May 2023 Meeting
Date: Friday, June 2, 2023 9:01:55 AM

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

Greetings Bob,

I wanted to follow-up regarding meeting quorum requirements.

I do oppose meetings only having 3 individuals to commence.
We understand the concern, but would like active members to recruit before we consider this new policy.

Second request, a tour of the HUD website for our better understanding is requested; chain of command for complaints, protections for tenants, and resources offered.

And third, I request name tags and/or t-shirts for Juneteenth.
It is important that the community knows who is currently active on CACCD.

Thank you for your consideration.

O'Brien Daniels
Owner/Operator
OSD LLC
Executive Personal Assistant and Home/Office Organizing Services
816-988-1216

Exhibit D

From: [Larry LexxLou](#)
To: [Atchley, Bob](#)
Subject: Response to vote
Date: Sunday, June 4, 2023 7:41:38 PM

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

Hello Bob.

This is Larry Flenoid II. I opposed the motion to proceed when we don't have enough board members because I felt as if that was hiding something from the members of a community which already feels ignored. I felt like we should all focus on recruiting one member from our community and trying to gain more board membership to eliminate the need to do a vote with out pro se.



EXPLANATION TO COUNCIL BILL 2023-195 (MCGULL)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 10.6 acres of private property generally located at 4808 East Parallel Lane, and referenced as Annexation A-4-2023, into the City of Springfield. (Staff recommends approval.)(By: Tina Patel; 4808 East Parallel Lane; A-4-2023.)

PURPOSE: To adopt an ordinance to annex approximately 10.6 acres of private property generally located at 4808 East Parallel Lane into the City of Springfield as Annexation A-4-2023. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 4808 E. Parallel Lane is requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 10.6 acres into the City of Springfield. There is no public right-of-way being annexed as part of this request. This property is one of the last private properties south of I-44 bounded by U.S. 65, Mulroy Road and Kearney Street that isn't within the City, so resources and services are already being provided to this area. The owner is proposing to annex and rezone for a new commercial 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 can furnish normal city services within a reasonable period. 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.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.



5. All City services can be provided to the property.

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

Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

Attachments:

1. A-4-2023 4808 E Parallel Lane
2. A-4-2023_exhA
3. A-4-2023_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 08-01-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-195 GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 10.6 acres of
4 private property generally located at 4808 East Parallel Lane, and
5 referenced as Annexation A-4-2023, into the City of Springfield. (Staff
6 recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interest of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 4808 East
12 Parallel Lane; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days, prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein within a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and

incorporated herein by this reference.

Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby amended by adding thereto the land described in "Exhibit A."

Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' is hereby amended by placing the property described in "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with the provisions of State law.

Section 5 – The City Clerk is directed to: (1) file certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and any other information that the Director of Revenue may require. The City Clerk is further authorized and empowered to perform any other administrative acts which are consistent with the intent of this Ordinance.

Section 6 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

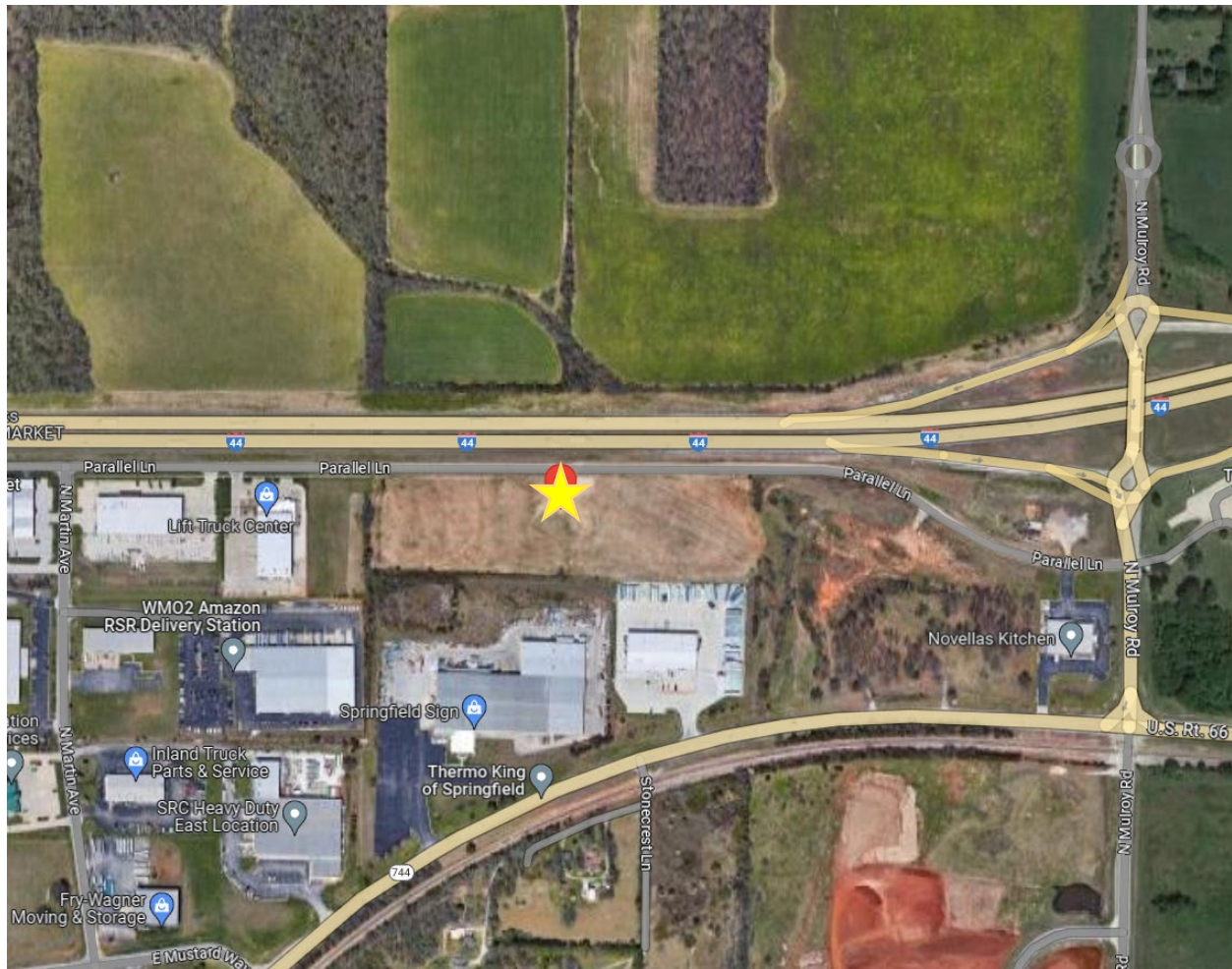
EXHIBIT A

Legal Description

ALL OF THAT PART OF THE EAST ONE-HALF (E1/2) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NE1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), THAT LIES SOUTH OF INTERSTATE 44 HIGHWAY; EXCEPT ONE (1) SQUARE ROD IN THE SOUTHEAST CORNER AND SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County M-1, Light Manufacturing District. The annexation is being processed concurrently with rezoning of the subject property and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority Two areas represent long-term growth areas. These growth areas are primarily located on the eastern side of the City in the vicinity of two important eastern gateways at Interstate 44 and Hwy 65 and James River Freeway and Hwy 65. The City should consider the strategic value of each property and assemble annexation proposals in advance of new development. While these areas represent great opportunities for economic development and job growth, comprehensive infrastructure and emergency service planning will need to be improved in these areas. As outlined in **Chapter 8: Economic Development** and **Chapter 10: Infrastructure and Community Facilities**, the City should prioritize planning of facilities and infrastructure to support new development over the course of the next 5 to 10 years to take advantage of existing land patterns and proximity to these emerging development corridors.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.

DEVELOPMENT REVIEW STAFF REPORT

5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

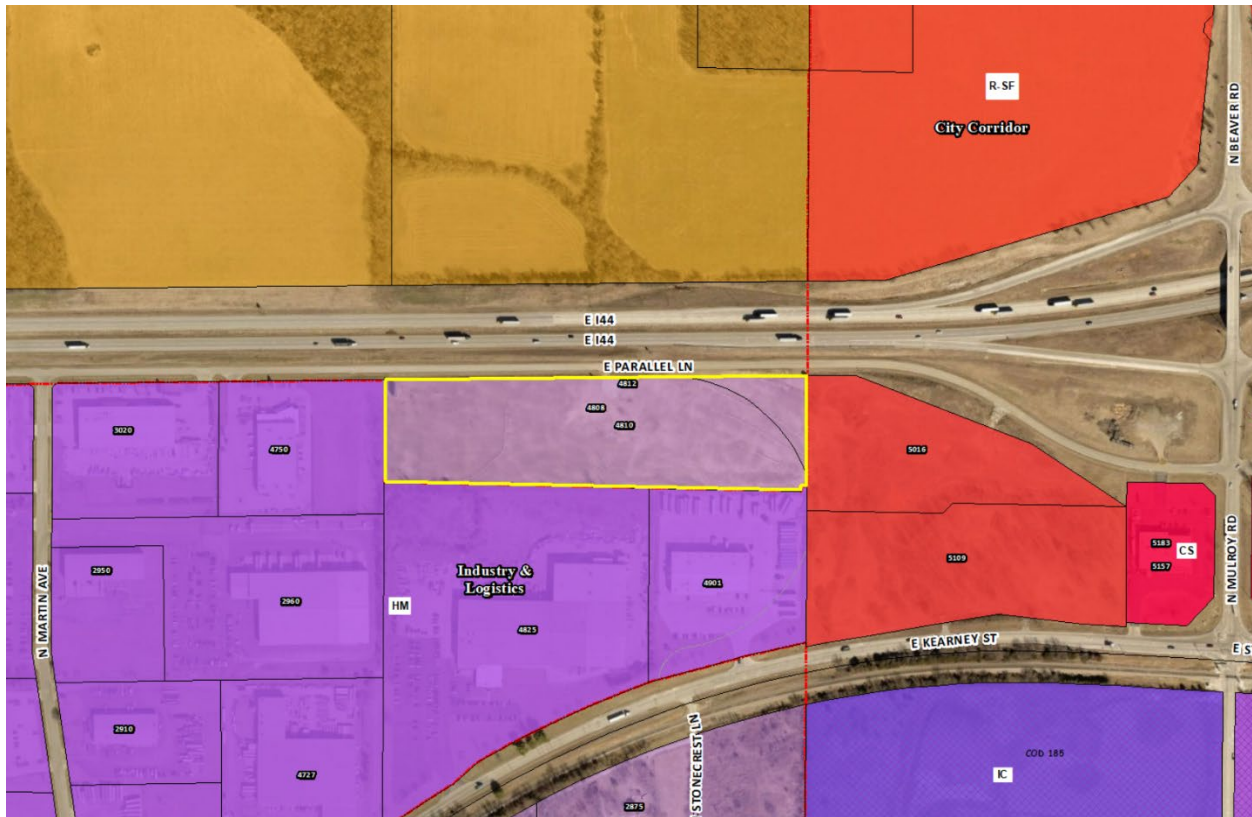
The property involved in this annexation request was included within the Industry & Logistics Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map).

Per the *Land Use & Development* chapter of the *Comprehensive Plan*, this placetype primarily consists of, "...heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities." Based on these primary functions, this placetype also accommodates other activities typically associated with industry and manufacturing, including outdoor activity involving storage or parking of vehicles and equipment.

The Industry & Logistics placetype allows for certain supporting uses which complement the placetype's primary industrial or manufacturing uses, including office, hospitality, retail sales and service uses, universities, colleges, and vocational schools, and government, healthcare, and institutional uses, to name a few. As a result, this placetype should include a mix of industrial zones complemented by office or commercial zones where deemed suitable. The IC, Industrial commercial district, which allows for a variety of commercial and industrial uses, is a suitable match for the Industry & Logistics placetype.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality & Recreational Facilities	Neighborhood Retail Sales & Service	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

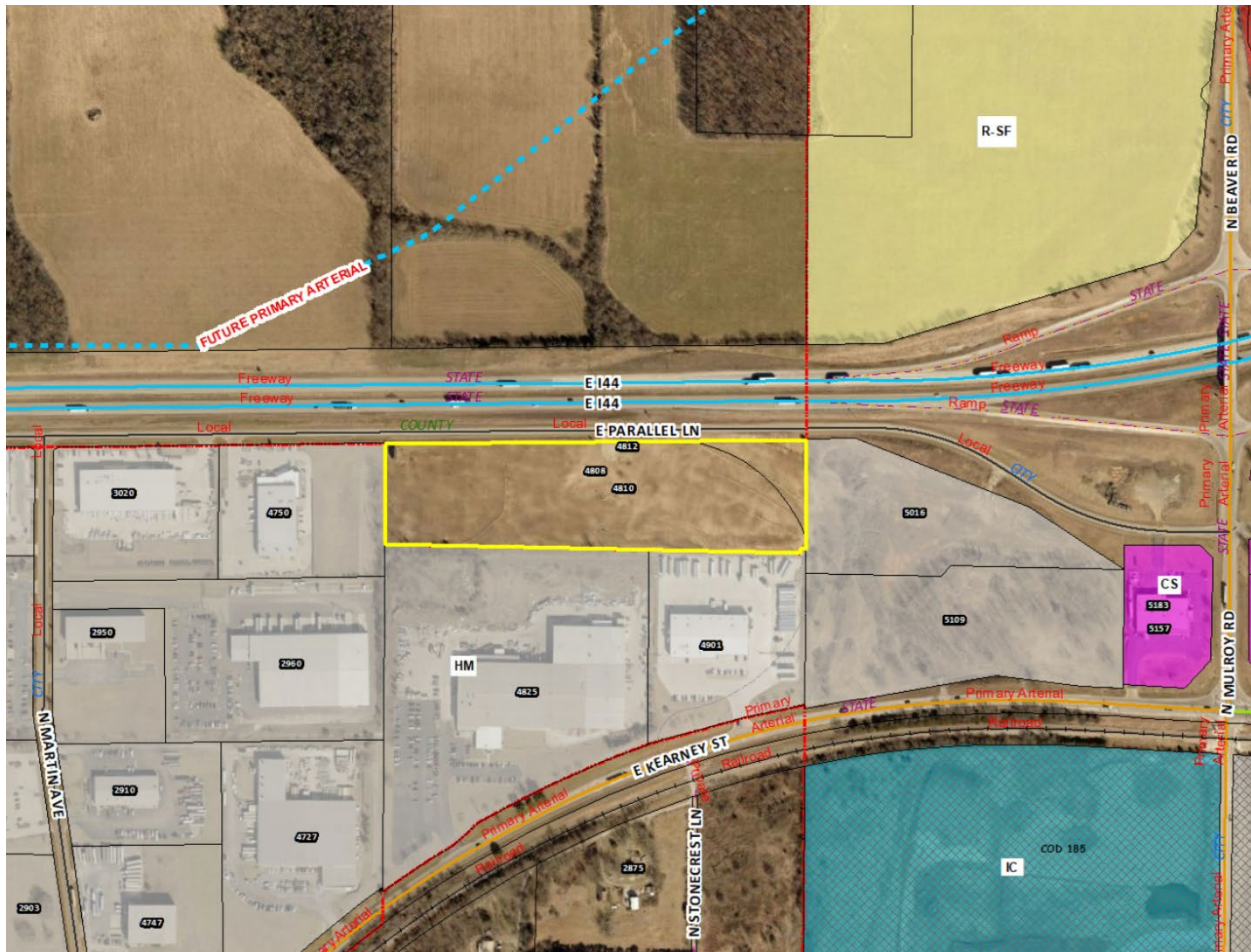
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	HM	HM	HM
LAND USE	Agricultural and undeveloped	Manufacturing and trucking uses	Vacant/undeveloped	Heavy equipment sales and service
PLACETYPES	Mixed Residential	Industry & Logistics	City Corridor	Industry & Logistics

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

DEVELOPMENT REVIEW STAFF REPORT

2. CITY UTILITIES:

No issues with the proposed annexation, however 3-Phase Electric, Gas & Water are not currently available to the property. Utilities can be extended per CU's extension policy when the property is developed.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the annexation; however, we have the following comments when the property develops:

- a. There is a \$0.048 per square foot trunkline connection fee required when engineering and inspection fees are paid to connect to Mulroy Rd Trunkline when public improvement plans are submitted or when connecting to public sewer at the time of development, whichever comes first. This is based on the area of the property. The fee will be added to either the engineering and inspection fee sheet or the sewer impact permit fee.

4. EMERGENCY 911:

No issues with proposed annexation.

5. GREENE COUNTY HIGHWAY DEPARTMENT:

The proposed annexation will eliminate an island of county property located south of the I-44 corridor. Parallel Ln is under MoDOT jurisdiction so the county has no vested interest in controlling access to the roadway. Greene County Highway supports the proposed annexation.

6. MODOT:

No issues with the annexation. Development of the property will require coordination with MoDOT for access.

7. POLICE DEPARTMENT:

No issues with proposed annexation.

8. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #4 located at 2423 N. Delaware, which is approximately 5.6 miles from the northeast corner of the property. Fire Station #3 located at 205 N. Patterson, is the secondary station responding to this location, which is 6.6 miles from the northeast corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO -mile response distance by 3.28 miles for the 1st due unit. ***This will have a negative impact on our ISO rating for deployment.***

Response times/Standards of Cover – Estimated response time was calculated

DEVELOPMENT REVIEW STAFF REPORT

mathematically with an assumed travel speed of 45 mph on City streets and 55 mph highway by the fire apparatus. The 1st due company has an estimated total response time of 8 minutes, 27 seconds. The 2nd due company has an estimated total response time of 9 minutes, 25 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely 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 11 minutes and 24 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*	Baseline**
1 st Due Company	Station 4	8 minutes, 27 seconds	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,3,2,1,12	13 minutes, 8 seconds	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently there is no water supply to service the proposed area to be annexed. There is a CU 8” water main 250’ west of the property. *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 not have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*

Impact – The Fire Department is unable to estimate the call activity due to limited information on the type of development. *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: All development shall comply with 2018 IFC. *The Fire Department is supportive of this annexation.*

9. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

4808 E Parallel Lane is a 10-acre lot that is 0% existing impervious area. The Site drains from East to West and onto 4750 E Parallel Ln. No existing detention or water quality Stormwater Control Measures are present. The property is in the **South Dry Sac**

DEVELOPMENT REVIEW STAFF REPORT

drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no requirements for the proposed Annexation. The submitted application does not have a site plan, but no mention of future development is made. 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.

DETENTION AND DISCHARGE REQUIREMENTS

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. The onsite detention should discharge to the drainage channel along E Parallel Ln and drains to the West.
2. 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. 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.
 - (1) To a Public Right-of-way.
 - (2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.
 - (3) A certified natural watercourse.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

DEVELOPMENT REVIEW STAFF REPORT

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

10. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Parallel Lane	Local	State	30	35	NA	No	Yes	No

ACCESS - There is currently one driveway access point onto the property from E. Parallel Lane. All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Parallel Lane near the property.

IMPROVEMENTS - No improvements are required for this annexation. A traffic study may be required for this property at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Tina Patel, has petitioned for the City of Springfield to annex approximately 10.6 acres of private property generally located at 4808 E. Parallel Lane into the City. The

DEVELOPMENT REVIEW STAFF REPORT

applicant is concurrently processing a rezoning request to rezone the annexed property to the City's IC, Industrial commercial district, with the intent to construct a commercial development.

2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources. This property is one of the last private properties south of I-44 bounded by U.S. 65, Mulroy Road and Kearney Street that isn't within the City so resources and services are already being provided to this area.
3. Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.
4. The proposed industrial and commercial rezoning, that is concurrently being processed with the annexation, is also in general alignment with the goals of the *Comprehensive Plan*, which designates the project area as part of the Industry & Logistics Placetype.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

Initiate annexation	July 24, 2023
City Council public hearing.....	August 7, 2023
City Council second reading and vote	August 21, 2023



EXPLANATION TO COUNCIL BILL 2023-196 (MCGULL)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.6 acres of property generally located at 4808 East Parallel Lane from County M-1, Light manufacturing district, to City IC, Industrial commercial district, with Conditional Overlay District No. 229; establishing Conditional Overlay District No. 229; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: Tina Patel; 4808 East Parallel Lane; Z-13-2023 with Conditional Overlay District No. 229.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.6 acres of property generally located at 4808 E. Parallel Lane from County M-1, Light Manufacturing District to City IC, Industrial Commercial District and establishing a new Conditional Overlay District No. 229. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-13-2023/ CONDITIONAL OVERLAY DISTRICT NO. 229

The applicant is requesting to rezone approximately 10.6 acres of property from County M-1, Light Manufacturing District to City IC, Industrial Commercial District and establishing a new Conditional Overlay District No. 229. The applicant intends to construct a new commercial development. The applicant is annexing the subject property concurrently with this rezoning request.

The proposed Conditional Overlay District prohibits self-service storage facilities as a principal use. It also requires a design standard for buildings and enhanced perimeter landscaping than ordinarily prescribed and as recommended by the Comprehensive Plan. Metal shall not be more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Parallel Lane. The landscape plantings along Parallel Lane shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage. A traffic study is required at time of development and any improvements required by that traffic study are to be completed at the expense of the developer.

FINDINGS FOR STAFF RECOMMENDATION:

1. The project area is located within the Industry & Logistics Placetype, which majority

of the property located within City Limits south of Interstate 44, north of E. Division Street, and east of U.S. 65 Highway (see the Future Placetype Map on page 4 for reference). Per the Land Use & Development chapter of the Comprehensive Plan, this placetype primarily consists of, "...heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities." Based on these primary functions, this placetype also accommodates other activities typically associated with industry and manufacturing, including outdoor activity involving storage or parking of vehicles and equipment. The City Corridor placetype borders this property to the east and is located around the intersection of I-44 and Mulroy Road.

2. Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form. The Industry & Logistics placetype allows for certain supporting uses which complement the placetype's primary industrial or manufacturing uses, including office, hospitality, retail sales and service uses, universities, colleges, and vocational schools, and government, healthcare, and institutional uses, to name a few. As a result, this placetype should include a mix of industrial zones complemented by office or commercial zones were deemed suitable. The IC, Industrial commercial district, which allows for a variety of commercial and industrial uses, is a suitable match for the Industry & Logistics placetype.

3. 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.

4. The subject property is located along Parallel Lane which is an outer road of I-44, classified as a local street and Freeway roadway, respectively. The property will not have direct access to Interstate 44.

5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though

new easements may be necessary to accommodate this.

6. There are few known changing conditions in the area affected that make the proposed rezoning necessary. The annexation and rezoning for the new Bucee's convenience store are expected to generate more traffic volume to the I-44 and Mulroy Road interchange.

7. The range of uses in the proposed IC district and COD are compatible with the uses permitted on other property in the immediate vicinity.

8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

9. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. The COD requires a traffic study at the time of development.

10. 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.

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

REMARKS: The Planning and Zoning Commission held a public hearing on July 13, 2023, and recommended to approve, by a vote of 7 to 0 with amended language to the traffic study requirements in the Conditional Overlay District.

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

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* Industry & Logistics Placetype.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. Z-13-2023 4808 E Parellel Lane_ord
 2. Z-13-2023 COD 229_exhA
 3. Z-13-2023 COD 229_exhB
 4. Z-13-2023 COD 229_exhC
 5. Z-13-2023 COD 229_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 08-01-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-196

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 10.6 acres of property generally located at 4808 East Parallel Lane
4 from County M-1, Light manufacturing district, to City IC, Industrial
5 commercial district, with Conditional Overlay District No. 229;
6 establishing Conditional Overlay District No. 229; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 4808 East Parallel Lane from County M-1, Light manufacturing
13 district, to City IC, Industrial commercial district, with Conditional Overlay District No.
14 229; and
15

16 WHEREAS, Conditional Overlay District No. 229 shall modify the requirements of
17 the Springfield Land Development Code Section 36-434, IC, Industrial commercial
18 district, by requiring that the property described in "Exhibit B" comply with the
19 requirements described in "Exhibit A"; and
20

21 WHEREAS, following proper notice, the Planning and Zoning Commission held a
22 public hearing on July 13, 2023, a copy of the Record of Proceedings from said public
23 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
24 and said Commission made its recommendation; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application, which is attached hereto and incorporated herein by
28 this reference as "Exhibit D"; and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with the law.
32

33 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 M-1, Light manufacturing district, to City IC, Industrial commercial district, with Conditional Overlay District No. 229. 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. 229, 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. 229 shall modify the requirements of the Springfield Land Development Code Section 36-434, IC, Industrial commercial district, by requiring the property described in "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. Hays, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-13-2023 COD NO. 229

The requirements of Section 36-434, Industrial Commercial District of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses shall be prohibited:
 - a. Self-service storage facilities.
2. Design requirements:
 - a. Metal shall not be more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Parallel Lane.
3. Perimeter landscaping:
 - a. The landscape plantings along Parallel Lane shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage.
4. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

EXHIBIT B

Legal Description

ALL OF THAT PART OF THE EAST ONE-HALF (E1/2) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NE1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), THAT LIES SOUTH OF INTERSTATE 44 HIGHWAY; EXCEPT ONE (1) SQUARE ROD IN THE SOUTHEAST CORNER AND SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 13, 2023

Z-13-2023 w/COD 229
4808 East Parallel Lane

Applicant: Tina Patel

Mr. Hosmer stated that this is a request to rezone approximately 10.6 acres of subject property generally located at 4808 E. Parallel Lane from County M-1, Light Manufacturing District to IC, Industrial Commercial District and establishing a new Conditional Overlay District No. 229 and noting that the property is currently being annexed and will run concurrently.

Mr. Scott would like to discuss a better definition or design guideline on how metal siding is defined and make it more enforceable so everyone can understand.

COMMISSION ACTION: (amend)

Ms. Broekhoven motioned to **amend** Z-13-2023 w/COD 229 (4808 East Parallel Lane) as submitted in the current staff report. Ms. Colony seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Caleb Freeland, 1501 W. Meadowmere and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

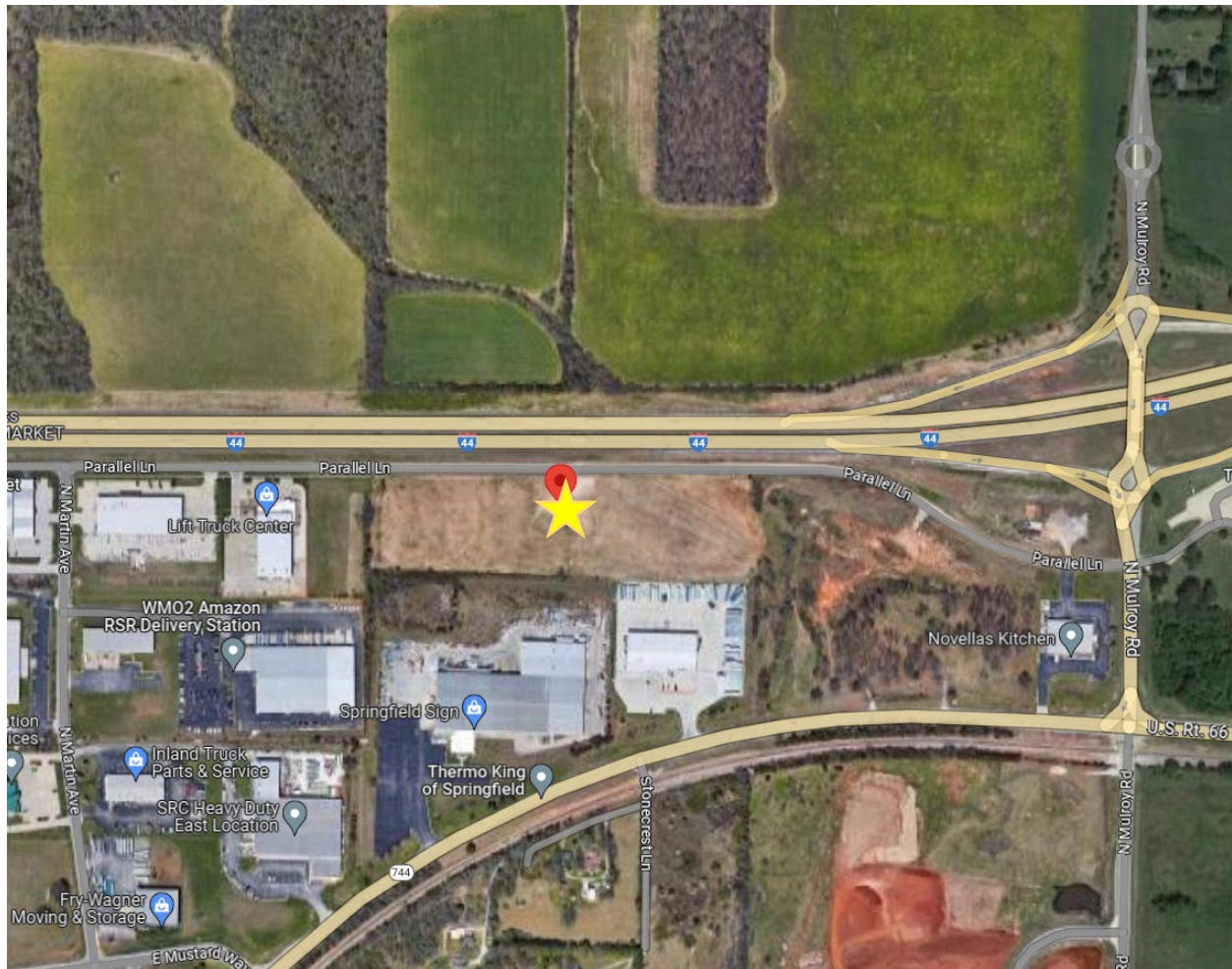
Mr. Colony motioned to **approve** Z-13-2023 w/COD 229 (4808 East Parallel Lane). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

This property is currently outside the City limits in unincorporated Greene County and zoned M-1, Light Manufacturing District, however there is a pending annexation application with the City and the zoning will occur concurrently with the annexation of the subject property.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR IC DISTRICT
Use Limitations	(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.

DEVELOPMENT REVIEW STAFF REPORT

	(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).
Minimum Lot Size	Not applicable to the IC District
Maximum Height	Not applicable to the IC District
Bulk Plane	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum Yard Requirements	1. <i>Front yard:</i> a. 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. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. <i>Side yards:</i> None, except as required by section 36-453, supplemental open space, and yard regulations, and the bufferyard requirements in subsection (8). 3. <i>Rear yards:</i> None, except as required by the bufferyard requirements in subsection (8)).
Minimum Open Space	Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved.

DEVELOPMENT REVIEW STAFF REPORT

	(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing. (d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an IC industrial commercial district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening, and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

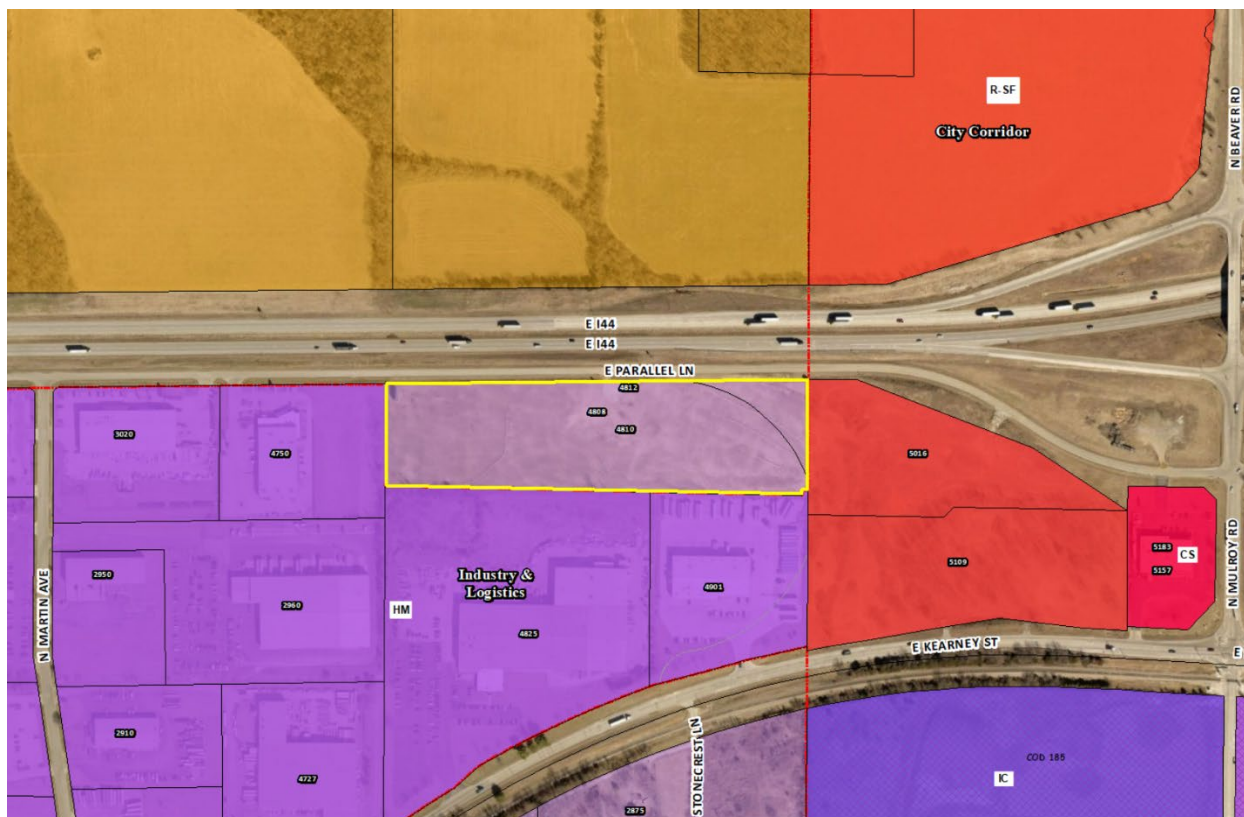
The project area is located within the Industry & Logistics placetype, which majority of the property located within City Limits south of Interstate 44, north of E. Division Street, and east of U.S. 65 Highway (see the Future Placetype Map on page 4 for reference). Per the *Land Use & Development* chapter of the *Comprehensive Plan*, this placetype primarily consists of, "...heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities." Based on these primary functions, this placetype also accommodates other activities typically associated with industry and manufacturing, including outdoor activity involving storage or parking of vehicles and equipment. The City Corridor placetype borders this property to the east and is located around the intersection of I-44 and Mulroy Road.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form. The Industry & Logistics placetype allows for certain supporting uses which complement the placetype's primary industrial or manufacturing uses, including office, hospitality, retail sales and service uses, universities, colleges, and vocational schools, and government, healthcare, and institutional uses, to name a few. As a result, this placetype should include a mix of

DEVELOPMENT REVIEW STAFF REPORT

industrial zones complemented by office or commercial zones were deemed suitable. The IC, Industrial commercial district, which allows for a variety of commercial and industrial uses, is a suitable match for the Industry & Logistics placetype.

FUTURE PLACETYPE MAP:



[illegible]

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	HM	HM	HM
LAND USE	Undeveloped, agriculture uses	Manufacturing uses	Undeveloped	Manufacturing uses

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:

DEVELOPMENT REVIEW STAFF REPORT

No issues with the rezoning or COD, however, the property does not currently have access to CU 3-Phase Electric, Gas, or Water. Utilities will need to be extended to provide services. per CU's extension policy.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning although we have the following comments for when the tract develops:

- a. There is a \$0.048 per square foot trunkline connection fee required when engineering and inspection fees are paid to connect to Mulroy Rd Trunkline when public improvement plans are submitted or when connecting to public sewer at the time of development, whichever comes first. This is based on the area of the property. The fee will be added to either the engineering and inspection fee sheet or the sewer impact permit fee.

4. FIRE DEPARTMENT:

No issues with rezoning.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

4808 E Parallel Lane is a 10-acre lot that is 0% existing impervious area. The Site drains from East to West and onto 4750 E Parallel Ln. No existing detention or water quality Stormwater Control Measures are present. The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no requirements for the proposed rezoning from Greene County Res to IC. The submitted application does not have a site plan, but no mention of future development is made. 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.

DETENTION AND DISCHARGE REQUIREMENTS

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. The onsite detention should discharge to the drainage channel along E Parallel Ln and drains to the West.

DEVELOPMENT REVIEW STAFF REPORT

2. 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. 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.

(1) To a Public Right-of-way.

(2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

(3) A certified natural watercourse.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

6. MISSOURI DEPARTMENT OF TRANSPORTATION:

DEVELOPMENT REVIEW STAFF REPORT

No issue with proposed. However, access changes to Parallel Ln for the lot are subject to MoDOT approval.

7. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Parallel Lane	Local	State	30	35	NA	No	Yes	No
			Daily	AM	PM				
Trips Generated (Existing Zoning)			432	36	45				
Trips Generated (Proposed Zoning)			7560	162	702				
Additional Trips Generated			7128	126	657				

ACCESS - There is currently one driveway access point onto the property from E. Parallel Lane. All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Parallel Lane near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study will be required at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 10.6 acres of property from County M-1, Light Manufacturing District to City IC, Industrial Commercial District and establishing a new Conditional Overlay District No. 229. The applicant intends to construct a new commercial development.
2. 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.

DEVELOPMENT REVIEW STAFF REPORT

3. The proposed Conditional Overlay District prohibits self-service storage facilities as a principal use. It also requires a design standard for buildings and enhanced perimeter landscaping than ordinarily prescribed and as recommended by the Comprehensive Plan. Metal shall not be more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Parallel Lane. The landscape plantings along Parallel Lane shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage.
4. The subject property is located along Parallel Lane which is an outer road of I-44, classified as a local street and Freeway roadway, respectively. The property will not have direct access to Interstate 44.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few known changing conditions in the area affected that make the proposed rezoning necessary. The annexation and rezoning for the new Bucee's convenience store are expected to generate more traffic volume to the I-44 and Mulroy Road interchange.
7. The range of uses in the proposed IC district and COD are compatible with the uses permitted on other property in the immediate vicinity.
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
9. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. The Conditional Overlay District requires a traffic study at the time of development.
10. 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.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.
12. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).
13. The applicant held a neighborhood meeting on May 18, 2023, regarding the rezoning request. A summary of the meeting is attached (Attachment 2).
14. 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.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* Industry & Logistics Placetype.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Conditional Overlay District No. 229

The requirements of Section 36-434, Industrial Commercial District of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses shall be prohibited:
 - a. Self-service storage facilities.
2. Design requirements:
 - a. Metal shall not be more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Parallel Lane.
3. Perimeter landscaping:
 - a. The landscape plantings along Parallel Lane shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage.
4. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

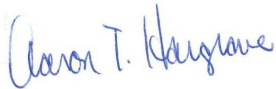
1. Request change to zoning from: Greene County Residential to Industrial Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 18th, 2023 from 4:00-6:30 pm
3. Meeting Location: 4808 E Parallel Ln, Springfield, MO
4. Number of invitations that were sent: 23
5. How the mailing list was generated: 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, Aaron Hargrave (print name), attest that the neighborhood meeting was held on 05/18/2023 (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

Aaron T Hargrave
Printed name of person completing affidavit



EXPLANATION TO COUNCIL BILL 2023-197 (SIMPSON)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; establishing Conditional Overlay District No. 232; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.)(By: William F. Walz Jr. Etal Trust; 6401 South Farmers Branch Avenue; Z-16-2023 w/ COD No. 232.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-16-2023/ CONDITIONAL OVERLAY DISTRICT NO. 232

The applicant is requesting to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. The applicant intends to develop a medical office building.

REMARKS: The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 to 0. However, an error in the Conditional Overlay District language was identified after the public hearing. City Council, on July 10, 2023, remanded this application back to Planning and Zoning Commission to correct this error.

The Planning and Zoning Commission held a public hearing on July 27, 2023, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Comprehensive Plan's Land Use & Development chapter identifies the subject

property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

2. The Institutional and Employment Center placetype identifies government, healthcare and institutional facilities as primary land uses within this category. The proposed COD limits many of the more intense uses to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area.

3. The COD also requires an enhanced bufferyard and perimeter landscaping than ordinarily prescribed.

4. The subject property is located along Farmers Branch and U.S. 65 Highway, classified as a Primary Arterial and Freeway roadway, respectively. The property will not have direct access to U.S. 65 Highway.

5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

6. There are few known changing conditions in the area affected that make the proposed rezoning necessary.

7. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property in the immediate vicinity.

8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

9. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. The Conditional of Staff Approval (Attachment 2) requires a traffic study at the time of development.

10. 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.

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional and Employment Center placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 8/1/2023

Attachments:

1. Z-16-2023 COD 232 6401 S Farmers Branch Avenue_ord (1)
2. COD_exhA
3. Legal Description_exh B
4. ROP June 8, 2023_exh C
5. ROP July 27, 2023_exh D
6. Staff Report_exh E

One-rdg. _____
P. Hrngs. X
Pgs. 51
Filed: 08-01-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-197

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 6.5 acres of property generally located at 6401 South Farmers
4 Branch Avenue from Planned Development No. 201 to GR,
5 General Retail District, with Conditional Overlay District No. 232;
6 establishing Conditional Overlay District No. 232; and adopting an
7 updated Official Zoning Map. (Staff and the Planning and Zoning
8 Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 6401 South Farmers Branch Avenue from Planned Development
13 No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; and
14

15 WHEREAS, Conditional Overlay District No. 232 shall modify the requirements of
16 the Springfield Land Development Code Section 36-421, GR, General Retail District, by
17 requiring that the property described in "Exhibit B" comply with the requirements
18 described in "Exhibit A"; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on June 8, 2023, a copy of the Record of Proceedings from said public
22 hearing being attached hereto as "Exhibit C" and incorporated herein in its entirety by
23 this reference, and said Commission made its recommendation; and
24

25 WHEREAS, the applicant identified an error in the Conditional Overlay District
26 No. 232 language after the Planning and Zoning Commission's June 8, 2023, public
27 hearing, and requested to amend the Conditional Overlay District No. 232 language to
28 correct this error; and
29

30 WHEREAS, City Council, at its July 10, 2023, meeting, referred the application
31 back to the Planning and Zoning Commission to address the applicant's requested
32 amendment; and
33

34 WHEREAS, the Planning and Zoning Commission held a public hearing on the
35 amended application on July 27, 2023, a copy of the Record of Proceedings from said
36 public hearing being attached hereto as "Exhibit D" and incorporated herein in its
37 entirety by this reference, and said Commission made its recommendation; and
38

39 WHEREAS, the City has reviewed the applicant's request and prepared a staff
40 report concerning the application, which is attached hereto and incorporated herein by
41 this reference as "Exhibit E"; and
42

43 WHEREAS, proper notice was given of a public hearing before City Council, and
44 said hearing was held in accordance with the law.
45

46 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
47 SPRINGFIELD, MISSOURI, as follows, that:
48

49 Section 1 – The property described in "Exhibit B," which is attached hereto and
50 incorporated herein by this reference, is hereby rezoned from Planned Development
51 No. 201 to GR, General Retail District, with Conditional Overlay District No. 232.
52 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
53 interpretation,' is hereby amended, changed, and modified consistent with this
54 Ordinance.
55

56 Section 2 – City Council hereby establishes Conditional Overlay District No. 232,
57 which shall contain the requirements and standards provided in "Exhibit A," which is
58 attached hereto and incorporated herein by this reference as though set forth herein.
59 The requirements of Conditional Overlay District No. 232 shall modify the requirements
60 of the Springfield Land Development Code Section 36-421, General Retail District, by
61 requiring the property described in "Exhibit B" comply with the requirements contained
62 in "Exhibit A."
63

64 Section 3 – City Council hereby directs the City Manager, or designee, to update
65 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
66 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
67 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
68 rules of interpretation.'
69

70 Section 4 – The Official Zoning Map herein adopted shall be maintained and
71 archived in the same digital form in which this Council has approved its adoption.
72

73 Section 5 – This Ordinance shall be in full force and effect from and after
74 passage.
75

76 Passed at meeting: _____
77

78 _____
79 Mayor

80 Attest: _____, City Clerk

81

82 Filed as Ordinance: _____

83

84 Approved as to form: Jill Bennis, Assistant City Attorney

86

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

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-16-2023 COD No. 232

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Bed and breakfast.
 - b. Catering businesses.
 - c. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - d. Commercial off-street parking lots and structures.
 - e. Day care centers.
 - f. Community gardens
 - g. Entertainment-oriented use group.
 - h. Flea markets.
 - i. Funeral homes and mortuaries
 - j. Household resource recovery collection centers
 - k. Medical marijuana dispensary facility.
 - l. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - m. Police and fire stations.
 - n. Private clubs and lodges.
 - o. Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.
 - p. Schools or development centers for persons with handicaps or development disabilities.
 - q. Schools, business.
 - r. Seasonal outdoor sales and related storage.
 - s. Taxidermists.
 - t. Temporary lodging use group.
 - u. Temporary uses.
 - v. Temporary vendors.
 - w. Towers other than wireless facilities, less than 100 feet in height, and related facilities.
 - x. Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.
2. A bufferyard Type F is required along the east property line extending from the north property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same plantings as bufferyard type S2.
3. Structure Height Limit: Structures shall not exceed 45 feet from the average ground level at the base of the structure.
4. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site

improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-16-2023 COD No. 232

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 28, Range 21, Greene County, Missouri, being the South 315.0 feet of said Northeast Quarter (NE $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$) lying West of Old U.S. Highway 65, as established in Book 462, at Page 79; except that part thereof conveyed to the State of Missouri for or in connection with New U.S. Highway 65; containing 2.348 acres.

Also, a tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 28, Range 21, Greene County, Missouri, being the North 462.0 feet of said Southeast Quarter (SE $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$) lying West of Old U.S. Highway 65; except that part thereof conveyed to the State of Missouri for or in connection with New U.S. Highway 65.

EXHIBIT C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 8, 2023**

Z-16-2023 w/COD 232

6401 South Farmers Branch Avenue

Applicant: William F. Walz Etal Trust

Mr. Sparlin stated that this is a request to rezone approximately 6.5 acres of property from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. He also noted that there is a request to amend the application that removes eating and drinking establishments use groups and replace with community gardens and prohibit building height over 45 feet.

Mr. Jobe opened the public hearing.

Mr. Daniel Richards 1200 E. Woodhurst, representing the owner as the civil engineer and noted that they had two neighborhood meetings and have addressed their concerns (no hotels/motels) and that the existing Planned Development allows medical offices. To accommodate any overnight clients the city recommends Short-Term Rental Type 3 for two units (STR3 are limited to maximum number of nights)

Mr. Jason Meyer, 6215 Riverglen Road, Vice President of Millwood Association and expressed his concern for traffic problems that are already there due to the church on Wednesday's and Sunday's and feels it will be unsafe for the neighborhood and did not get invited to the neighborhood meeting.

Mr. Pauly asked if they did get a neighborhood invitation and Mr. Meyer stated that they did not, but Millwood Park Association did.

Mr. Walt Cameron, 6097 Lookout Ridge, likes the county feel and stated that previous proposed developments had been defeated before and stated his concerns for traffic, sewer connection and what is compatible for the area.

Mr. Knuckles noted that there is sewer available to the south and that the area is primed for development.

Mr. Colony stated he has lived in the area years ago and understands the traffic concerns.

Mr. Doug Evans, 6172 Riverglen Road, lives in Millwood and believes the roads need improvement due to the heavy asphalt, gravel and concrete trucks that pass in front of the property daily and believes a multi-story building would not be suitable.

Ms. Wendy Woods, 3446 E. Anne Street, lives in Millwood Park and noted the good interactions with the developers/engineers and has concerns for the future that could change and infringe on their peaceful living environment.

Mr. Norbert Laengrich, 3411 East Anne Street, is a member of and speaking for Millwood Park Association and support the development and believe it is compatible with the neighborhood and trust the developer will be willing to work with the neighborhood and is glad for the prohibition on the building height.

Mr. Jobe closed the public hearing.

Mr. Knuckles asked the developer about the building height and being limited to 45 feet (matches Single Family Residential maximum building height).

Discussion what is being prohibited and the amended application and traffic concerns were discussed for peak times for the church as well as what would be appropriate development.

COMMISSION ACTION: #1

Ms. Broekhoven motioned to **amend** the application of Z-16-2023 w/COD 232 (6401 South Farmers Branch Avenue) to remove eating and drinking establishments from the prohibited use list and replace it with community gardens and add a required 45' building height limit. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.

COMMISSION ACTION: #2

Mr. Colony motioned to recommend **approval** of Z-16-2023 w/COD 232 (6401 South Farmers Branch Avenue) as amended. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

Exhibit D

RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 27, 2023

Z-16-2023 w/COD 232
6401 South Farmers Branch Avenue
Applicant: William F. Walz Etal Trust

Mr. Sparlin stated that this is a request to rezone approximately 6.5 acres of property from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. He also noted that this was remanded back from the City Council meeting on July 10, 2023, with the correction to show only the bufferyard to the east side of the property.

Mr. Jobe opened the public hearing.

Mr. Daniel Richards 1200 E. Woodhurst, representing the owner and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-16-2023 w/COD 232 (6401 South Farmers Branch Avenue). Mr. Pauly seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Scott.



Bob Hosmer, AICP
Planning Manager



DEVELOPMENT REVIEW STAFF REPORT

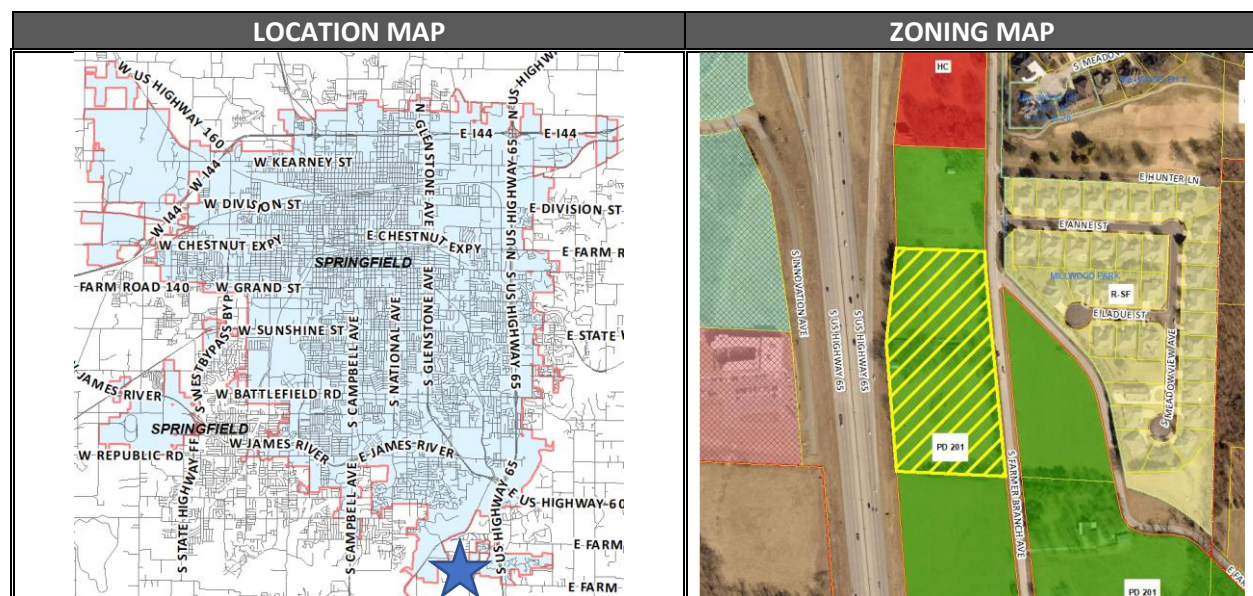
PROJECT INFORMATION

Case Number:	Z-16-2023 w/ COD No. 232
Location:	6401 South Farmers Branch Avenue
Total Acres:	6.5 acres
Applicant:	William F. Walz Jr. Etal Trust
Existing Land Use:	Single-family home
Neighborhood Meeting:	May 15, 2023
Planning and Zoning Commission:	July 27, 2023
City Council:	August 7, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-16-2023 with COD No. 232 as set forth in Attachment 1 to the staff report (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

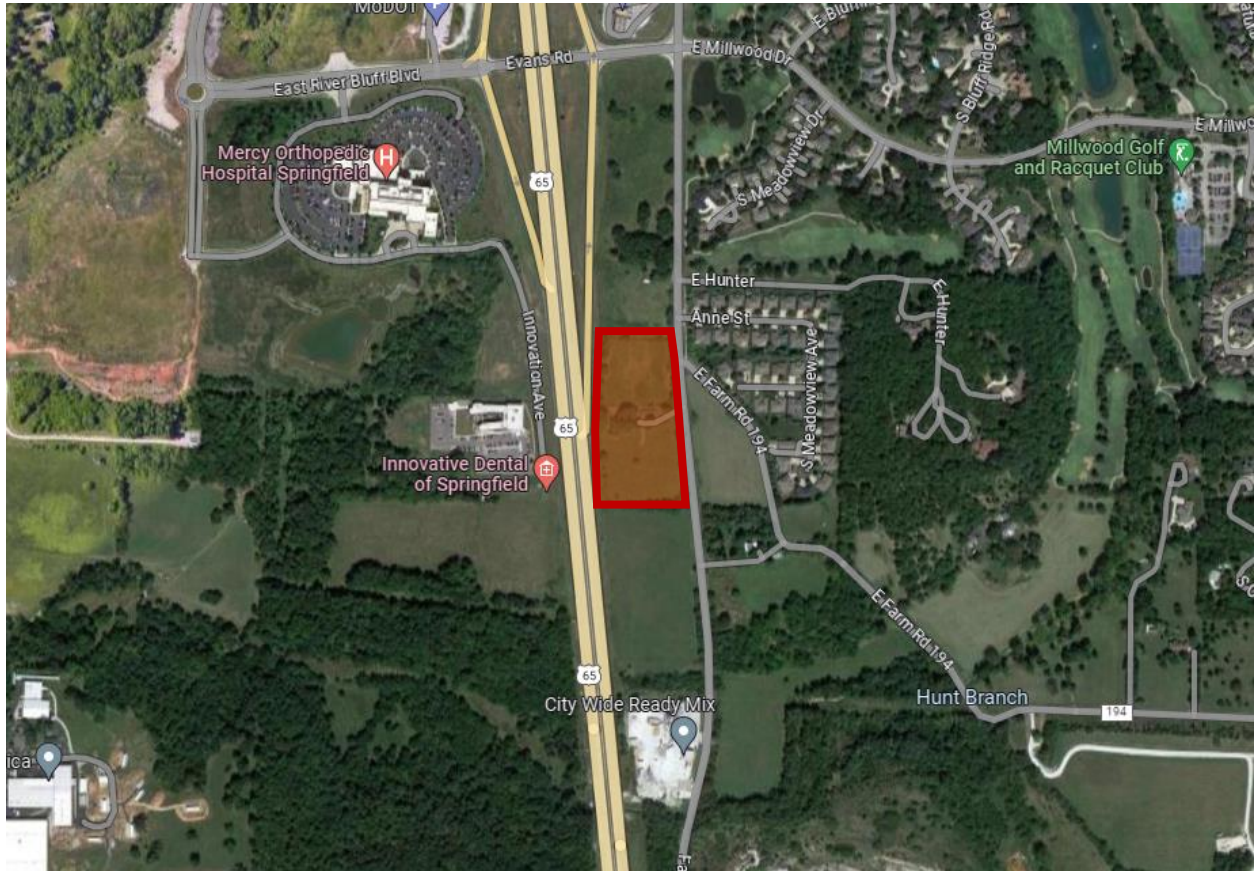
Request to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232.

The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 to 0. However, an error in the Conditional Overlay District language was identified after the public hearing. City Council, on July 10, 2023, remanded this application back to Planning and Zoning Commission to correct this error.



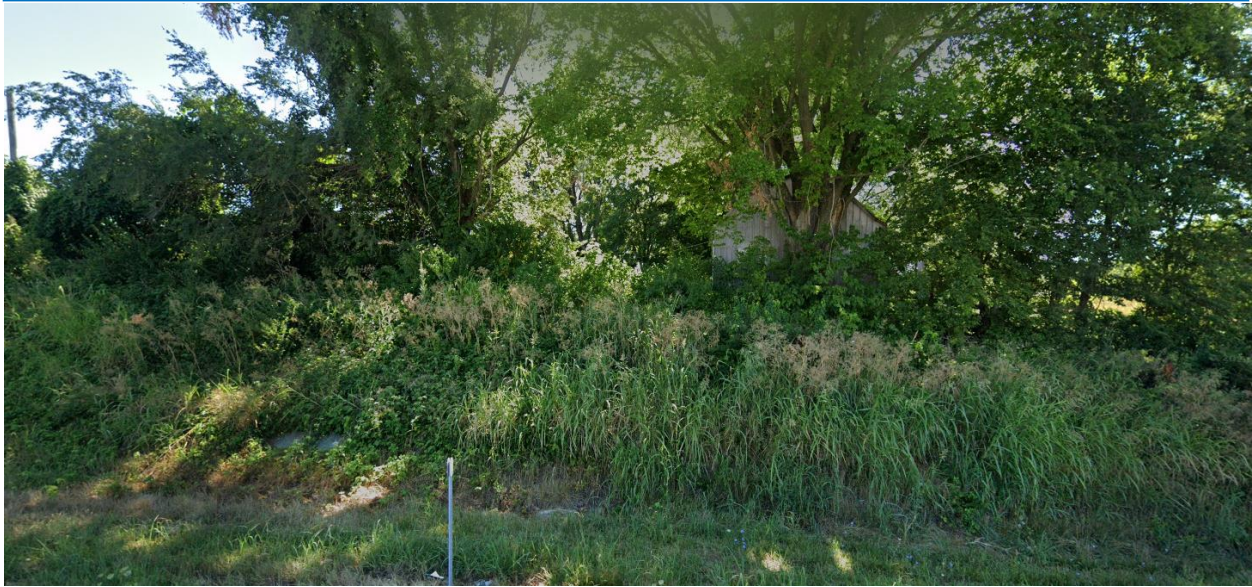
DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT**PROPERTY HISTORY:**

The subject property was annexed into the city in 1995 and rezoned to PD 201 in 1996.

PLANNING AND ZONING COMMISSION AUTHORITY:**Sec. 36-367. – Amendments**

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a)All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. (b)No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. (c)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d)No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (e)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (f)Streets through an adjacent residential area shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.
Maximum 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 20 percent

DEVELOPMENT REVIEW STAFF REPORT**Buffering and Landscaping**

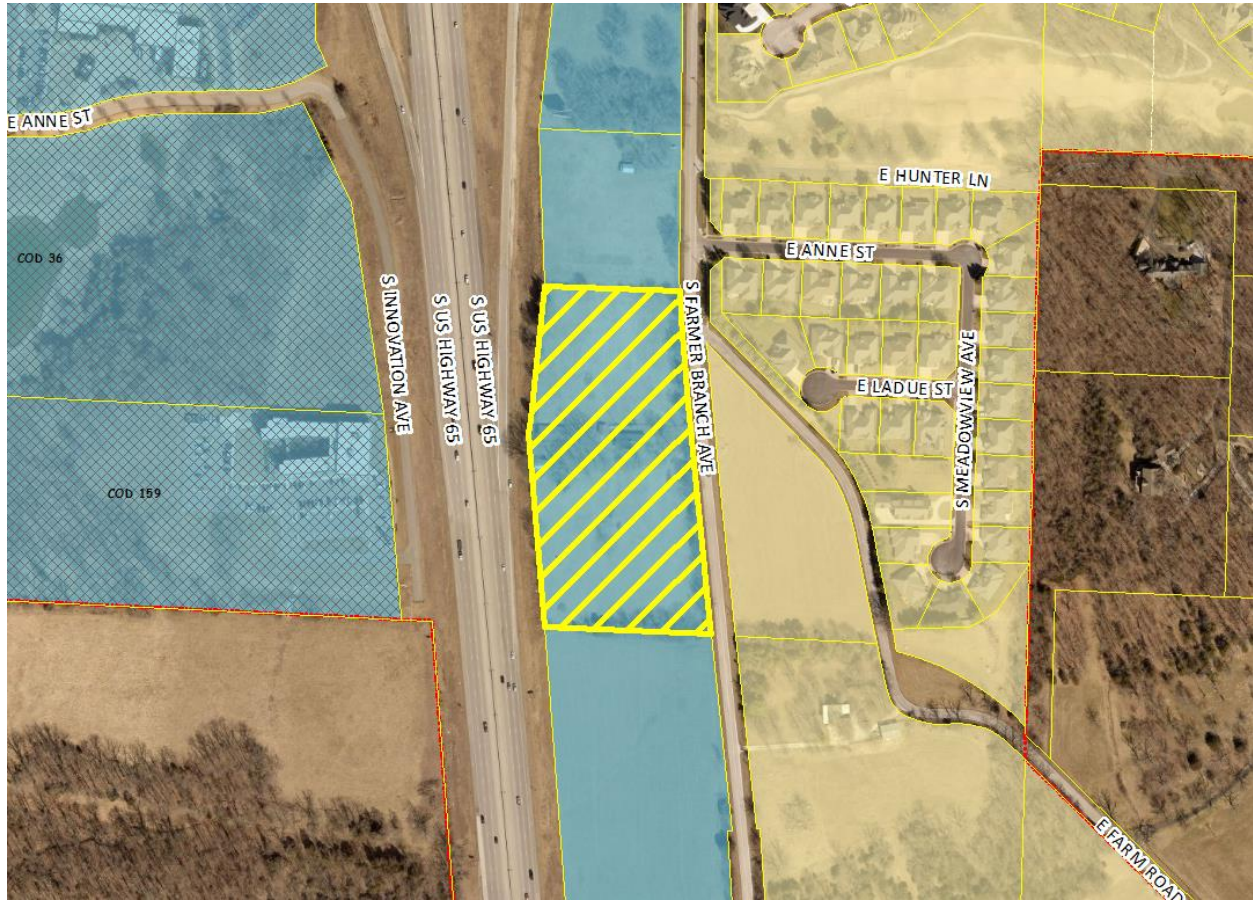
A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same as a bufferyard type S2.

COMPATIBILITY WITH COMPREHENSIVE PLAN:**PLACETYPE:**

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional & Employment Center placetype. The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

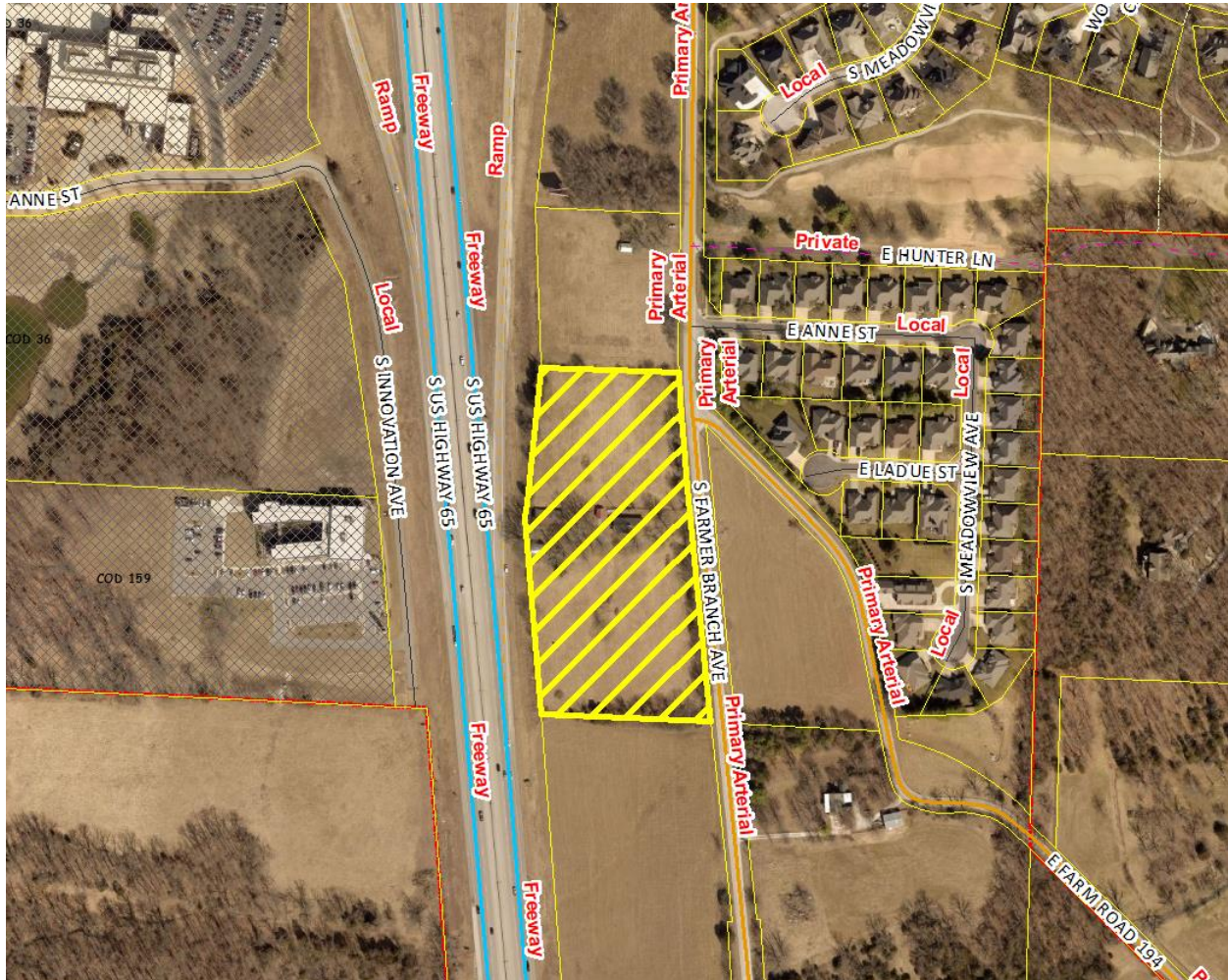


PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Vocational Schools	Government, Health Care & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○									
Mixed Residential	●	●	○	◇	◇	◇	○									
Downtown	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 201	PD 201	PD 201, R-SF	U.S. 65, GI, GR
LAND USE	Undeveloped Land	Undeveloped Land	Undeveloped land, single-family residence	U.S. 65 highway
PLACETYPES	Institutional and Employment Center	Institutional and Employment Center	Traditional neighborhood	Institutional and Employment Center

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with rezoning however we have the following site development comments; Critical issue; 1. Public sewer is not available for this property. According to city code section 120.72.a, public sewer must be adjacent to the lot for all new buildings. This will require public improvement plans designed and constructed to city specs. Submit public improvement plans for review. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans. 2. The public improvements must be approved and constructed or escrowed before any building permits or plats can be approved according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. 3. There is a \$0.0075 trunkline connection fee to connect to Farmer/Hunt Branch trunkline. This is based on the square footage of property and will be added to the engineering and inspection fees for the public improvement plans.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	S. Farmer Branch Avenue	Primary Arterial	City	50	25	NA	No	Yes	No

ACCESS - There are currently two driveway access points onto the property from S. Farmer Branch Avenue. All new or modified driveway approaches shall comply with an approved traffic study and current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along S. Farmer Branch Avenue near the property.

IMPROVEMENTS - A traffic study will be required at the time of development. The requirements of said study shall be incorporated in the 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

DEVELOPMENT REVIEW STAFF REPORT

public improvements required for the development must be constructed or escrowed prior to approval of the building permit and/or final plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

6401 S Farmer Branch Ave is a 6.5-acre lot that is primarily open space. The Site drains from North to South onto the adjacent south property. No existing detention or water quality Stormwater Control Measures are present. The existing PD201 requires the detention to be provided on Tract #D with required public facilities built to transport the drainage to the detention facility. The property is in the **Farmer Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

PW Stormwater supports the rezoning with required detention built on site. 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.

DETENTION AND DISCHARGE REQUIREMENTS

1. Detention is required and no fee in lieu of detention application is permissible. The discharge will need to return to sheet flow prior to draining to another property or discharge to the Public Right-of-way

WATER QUALITY REQUIREMENTS

2. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
3. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

DEVELOPMENT REVIEW STAFF REPORT

1. 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.
 - a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. The applicant intends to develop a medical office building.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.
3. The Institutional and Employment Center placetype identifies government, healthcare and institutional facilities as primary land uses within this category.
4. The proposed COD limits many of the more intense uses to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area. The COD also requires an enhanced bufferyard and perimeter landscaping than ordinarily prescribed.

DEVELOPMENT REVIEW STAFF REPORT

5. The subject property is located along Farmers Branch and U.S. 65 Highway, classified as a Primary Arterial and Freeway roadway, respectively. The property will not have direct access to U.S. 65 Highway.
6. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
7. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
8. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property in the immediate vicinity.
9. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
10. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity.
11. 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.
12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional and Employment Center Placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification,
2. Recommend a change in the zoning district classification, or
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORTATTACHMENT 1
CONDITIONAL OVERLAY DISTRICT NO. 232

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Bed and breakfast.
 - b. Catering businesses.
 - c. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - d. Commercial off-street parking lots and structures.
 - e. Day care centers.
 - f. Community Gardens
 - g. Entertainment-oriented use group.
 - h. Flea markets.
 - i. Funeral homes and mortuaries
 - j. Household resource recovery collection centers
 - k. Medical marijuana dispensary facility.
 - l. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - m. Police and fire stations.
 - n. Private clubs and lodges.
 - o. Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.
 - p. Schools or development centers for persons with handicaps or development disabilities.
 - q. Schools, business.
 - r. Seasonal outdoor sales and related storage.
 - s. Taxidermists.
 - t. Temporary lodging use group.
 - u. Temporary uses.
 - v. Temporary vendors.
 - w. Towers other than wireless facilities, less than 100 feet in height, and related facilities.
 - x. Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.
2. A bufferyard Type F is required along the east property line extending from the north property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same plantings as bufferyard type S2.
3. Structure Height Limit: Structures shall not exceed 45 feet from the average ground level at the base of the structure.

DEVELOPMENT REVIEW STAFF REPORTATTACHMENT 1
CONDITIONAL OVERLAY DISTRICT NO. 232

4. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 201 to GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Monday, May 15, 2023; 4-6:30 pm
3. Meeting Location: The Library Center, Room A 4653 S Campbell Ave, Spfd, MO 65810
4. Number of invitations that were sent: 40
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 11
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).

See attached neighborhood meeting response letter, sent to the full list of property owners within 500'.

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

See attached comment sheets and attached neighborhood meeting response letter, sent to the full list of property owners within 500'.

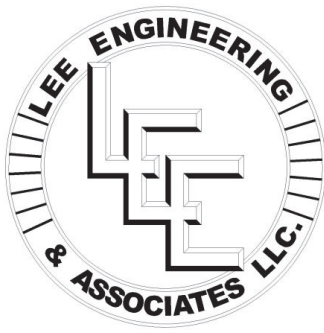
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 5/15/2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & LAND SURVEYING

1200 E. WOODHURST., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

May 18, 2023

Dear Property Owners,

To all those who attended the Neighborhood Meeting on May 15th, we appreciate the excellent turnout, courteous conversations, and thoughtful input given on the rezoning of 6401 Farmers Branch Rd.

Below is a summary of the comments we received—both written and verbal—from the neighborhood meeting and how we will address each comment. A copy of this letter will be sent to the City of Springfield and the changes will be added to the Conditional Overlay District documents.

Building Height and Size:

As we discussed in the meeting, the building height is regulated by a 30-degree bulk plane in GR zoning. We have discussed the concerns about the overall building height with the developer, and he has agreed to limit the maximum structure height to 45 feet. This restriction matches residential single family maximum structure height.

Landscaping:

The 30' bufferyard "F" shown between the parking lot and right-of-way where our development is opposing the neighborhood is 3x larger than a typical perimeter landscaping. Bufferyard "F" requires 10 trees and 20 shrubs planted per every 100 linear feet of frontage to create a suitable buffer. This matches the original PD language, and we think that this will be a suitable buffer between the parking lot and road.

Additional Meeting:

The P&Z Commission Hearing is June 8th. We will be looking to find a time where we can meet with the neighborhood prior to June 8th.

Traffic:

We submitted a traffic study to the City of Springfield along with our zoning request showing that a 20,000 SF medical office does not meet the minimum criteria of 10 left turns per hour in the peak hour for a left turn lane to be warranted. If the intensity of the development increases from what was submitted in the original traffic study, we will have to submit another traffic study to the City of Springfield traffic engineer.

Noise:

The proposed development will comply with Section 36-485 of the City of Springfield Noise Standards.

No Large Truck Traffic:

The proposed uses are General Retail—not manufacturing or warehousing.

No Hotels:

After receiving this feedback from the neighborhood, the developer has agreed to eliminate hotels and motels from the approved uses. The developer is the owner of KARE Health and Wellness. They plan to have two or three overnight suites for patient accommodations when they are traveling far distances for extended treatment. For instance, they have patients that come from Canada and will stay for 1-2 weeks to receive treatment. They also have an ALS patient that drives several hours and will stay for 2-3 days for treatment. They would like to be able to provide medical suite accommodations for these patients while they are here. We are working with City staff to provide language to eliminate hotels and motels but still allow for overnight medical suites as described.

Original PD Uses Seem Reasonable:

We received the general comment that if the building height is limited and the uses are limited to the original PD uses

that our plan seemed reasonable.

One neighbor verbally mentioned that they would be fine with a retail center on this lot.

One neighbor verbally mentioned a "Chesterfield Village-type" development would be nice.

One neighbor verbally mentioned they would like a Starbucks or Trader Joe's on this lot.

If you have any questions or need additional information, please contact our office. Thank you.

Sincerely,

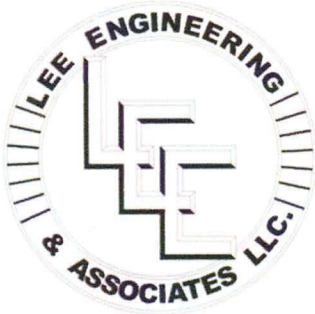
A handwritten signature in black ink that reads "Daniel Richards". The signature is written in a cursive, flowing style.

Daniel Richards

LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO. 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



SIGN IN SHEET

Neighborhood Meeting

May 15, 2023

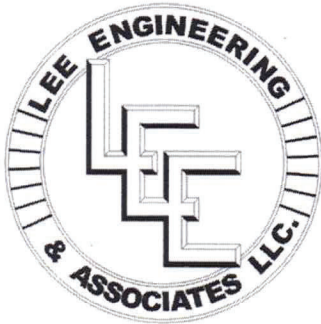
Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Kristine Howell	3410 E. Anne St Oak Hills MO 64151	417-713-4939
Sherry Roseman	3443 E Anne St Oak Hills MO	417-493-9457
Curt Roseman	3443 E Anne St Oak Hills MO	417-493-9453
Sylvia Wampler	3421 E. Ladue St "	219-916-1702
NORBERT LAENGLE	3411 East Anne St " "	417-350-9446
KARL QUINN	3438 E. ANNE ST.	417-860-5288
TOM MURRAY	3456 E Anne St	417-849-1841
KEU CERVANTES	3447 E Ladue St	417-844-1861
Glendy Woods	3446 E. Anne St.	425-941-4784
Mitzy Wayne Bolen	3419 E Anne St	417-844-9547
Wayne Bolen	3419 E Anne St	417-844-0789

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Curt Rosenn	3443 E Anne St	417-493-9453

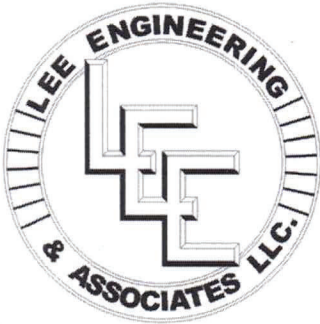
COMMENTS:

- Not sure how many floors new building will be.
- Not sure how well buffer/screening plants will preserve aesthetics of homes in front of Millwood Park development.
- If floors limited to 2, parking lot drainage contained to on site retention, and future development limited to current PD restrictions, this seems like a reasonable use.

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

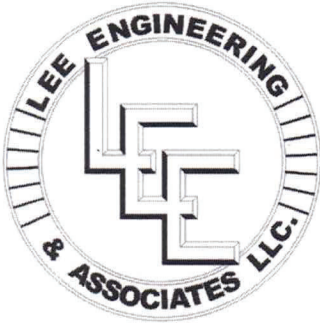
Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Wendy Woods	3446 E. Anne St Ozark	425-941-4784

COMMENTS:

- Are you willing to have a "town meeting" with the residents so we can come to a better conclusion?
- I'm concerned about the plans to make such a large parking lot. Does this mean multiple ^{building} stories and businesses?
- A concern:
Will a poor showing tonight sway your decision on this zoning issue. Could we meet again to hear everyone's opinion?

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO. 65804
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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
 6401 S Farmers Branch Ave
 Springfield, Missouri

NAME	ADDRESS	PHONE
Sherry Roseman	3443 E Anne St. Omark	417-493-9457

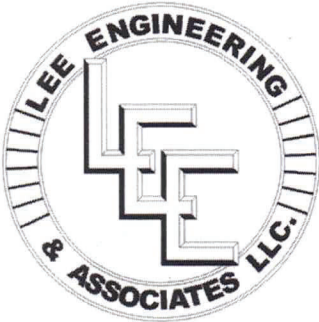
COMMENTS:

- What is the max story level of the building?
- Can Farmers branch handle traffic for a medical office?
- Have they looked at land East of 65 in ~~the~~ with Merry Otho hospital? It seems like that would make a better choice for traffic.
- Farmers Branch already is congested at times due to James River Traffic that shows more traffic in this area ^{Church} could be an issue.

LEE ENGINEERING AND ASSOCIATES, L.L.C.

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Kristine Hawley	3410 E. Anne St	417-773-4939

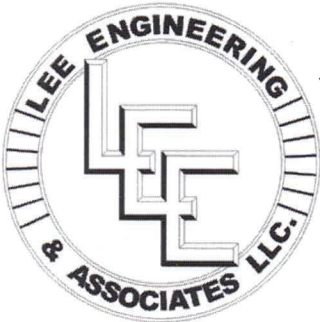
COMMENTS:

1. Reduce the value of property.
2. Traffic increased.
3. Noise levels from construction and mess.
4. Blocking our neighborhood entrance.
5. Height of building.

LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Ken Crabb	7447 N Lindue St	417-840-2845

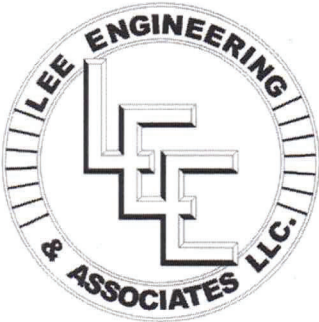
COMMENTS:

I was more interested in the traffic counts but no one knew at this time. I was also interested in how the traffic would be affected sure at turning lanes? I also wanted to know how large the building would be?

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
KARL QUINN	3438 E. ANNE ST.	417-860-5288

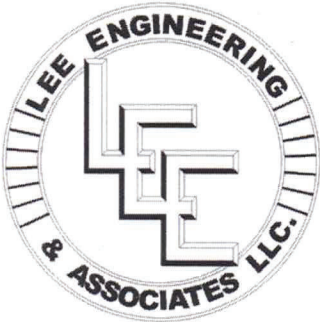
COMMENTS:

- Concerns on a traffic study. What does it show?
- Will the proposed building height allow ~~adequate~~ visibility?
- No real detail on the building.

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
WAYNE BOLIN	3415 E ANNE ST OZARK	417-889-7105

COMMENTS:

must limit the number of floors -

must concern traffic flow -

No Hotels...

Hours of business next to residential
area!

Medical OK - if associated with local
medical establishments

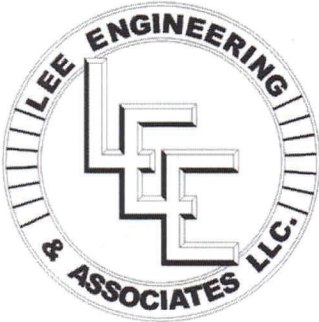
must work with established residential
area

NO large truck traffic -

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TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Matt Boh	3419 E. Howe St. Springfield, MO 65721	417-844-9547

COMMENTS:

No - Absolutely No Temporary
Hodging.

Daniel Richards

From: Norbert Laengrich <nlaengrich@mchsi.com>
Sent: Tuesday, May 16, 2023 7:53 PM
To: Daniel Richards
Subject: Re: 6401 S Farmers Branch Rezone
Attachments: FILE9502.png

Hello Daniel,

Thank you for your kind message. I will look forward to receiving your response letter. Yes, I will try to set up a community meeting with you before the June 8th commission meeting.

I will be out of town for the next 4 days, so it will be next week before I can work on setting up the meeting. Thanks again for you team's presentations list night. I think you left a positive impression on most of our homeowners who were there..

Regards,

-Norbert

See signature block below.

Norbert,

It was a pleasure to meet you last night. I am working with the developer on a response letter that I will send to you, which will address the neighborhood concerns as best we can. We had several neighbors mention that they wanted to meet again. Here is the processing calendar. We need to meet before the June 8th P&Z commission meeting so that we can have some time to weigh any additional feedback that we get. Can you discuss with the neighbors and propose some times that would work for you?

Thanks,



Daniel Richards, PE
Lee Engineering & Associates, L.L.C.
1200 E. Woodhurst, Unit D200
Springfield, MO 65804
V (417) 886-9100 | F (417) 886-9336
drichards@leeengineering.biz

Norbert Laengrich

Secretary/Treasurer

Millwood Park Homeowners Association

3411 East Anne Street

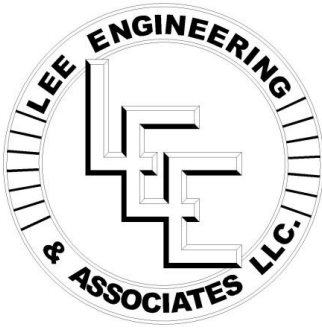
Springfield, Missouri

(USPS: Ozark, MO 65721)

1-(417) 882-7377

1-(417) 350-9446 - Cell, Text

nlaengrich@mchsi.com



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & LAND SURVEYING

1200 E. WOODHURST., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

June 7, 2023

Dear Property Owners,

To all those who attended the Neighborhood Meeting on June 6th, we appreciate the excellent turnout, courteous conversations, and thoughtful input given on the rezoning of 6401 Farmers Branch Rd.

Below is a detailed list of each comment we received from the neighborhood meeting and how we will address each comment. A copy of this letter will be sent to the City of Springfield.

1. Concerns about light pollution
This development will adhere to the City of Springfield GR zoning requirements. Sec 36-421 (7) (f) of the ordinance outlines lighting requirements in GR zoning and states, "Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards."
2. Are filling stations permitted?
No. Filling stations are not a permitted use in the proposed zoning.
3. What else has the developer developed?
The developers are the owners of KARE Health and Wellness. They have not developed anything else. Andy Sutton does have 15 years of experience in the architecture industry and will be working with top professionals in that industry to develop the property.
4. What will be developed on the property to the south?
We are only rezoning the ~6-acre tract shown (see the attached map). We are proposing a straight rezoning to GR and using a conditional overlay district to take over 2/3 of the allowed uses out which generally matches the existing uses in the PD. We have also removed hotels as a permitted use at the request of the neighborhood. The general development plan is to construct a medical office on the property.
5. What will the hours of operation be?
Current hours of operation are M-F 8 am to 6 pm.
6. How long has KARE Health and Wellness been in business?
KARE began operating in November of 2011
7. What will the material of the parking lot be?
Asphalt or concrete
8. There needs to be consideration on the east side of the road to install additional landscaping on the residential property between the houses and the road.
The developer cannot commit to providing additional landscaping on the neighbor's property. There is an existing row of evergreen trees and landscaping that screens Millwood Park Subdivision from Farmer's Branch Rd (See the attached picture). Additionally, we will be

installing a Buffeyard “F” which will be a robust screen between the parking lot and the residential property across the street. This bufferyard matches the landscaping requirements that were written into the PD in the existing zoning.



Image 1: Existing landscaping screen between 3410 E Anne St and Farmer’s Branch Rd.

9. As long as the hotels were taken out, we are good.
Hotels will not be a permitted use if this zoning passes. If the zoning does not pass, hotels are a permitted use according to the existing PD.
10. We like KARE Health and Wellness as a business. We are concerned about the overnight suites and how guest access is going to be regulated.
The overnight suites will be managed by KARE staff and are only used for patients coming in from out of state or out of country for treatment during the day.
11. Will billboards be allowed in the zoning?
This rezone does not affect the City’s sign regulations. The City of Springfield’s zoning ordinance section 36-454 outlines sign regulations. For a property fronting a freeway, “A premises fronting on a primary arterial, expressway, or freeway shall be allowed a detached sign with an effective area determined by adding 100 square feet to a ratio of two square feet of effective area per lineal foot of frontage along the arterial expressway or freeway. In the case of a double-frontage lot, only the frontage on which the sign is placed shall be used in calculating the effective area.”
12. Where will the entrance be located?
The proposed entrance for the development will be opposing E Farm Rd 194.

13. What style of building will be built?

Neither the proposed GR zoning nor the existing PD zoning have regulations on building materials. The developer cannot commit to architectural features at this time. The architect is Buxton Kubik Dodd, and the intent is to build an attractive and modern medical office much like any typical medical office building seen around town. The proposed building location is set back off of Farmer's Branch Rd to provide visibility along Highway 65, which will create considerable space from Millwood Park Subdivision. Robust perimeter landscaping will create further separation of the development from the residential subdivision.

14. When are the hearings?

See the attached hearing schedule.

15. Will architectural renderings be done anytime soon?

The architectural renderings will not be completed until after the zoning case. Our client has not closed on the property yet.

16. How will the stormwater be handled?

The stormwater does not drain toward the residential subdivisions. It drains to the south. We will provide a detention basin to meet the City of Springfield's stormwater requirements at the time of development.

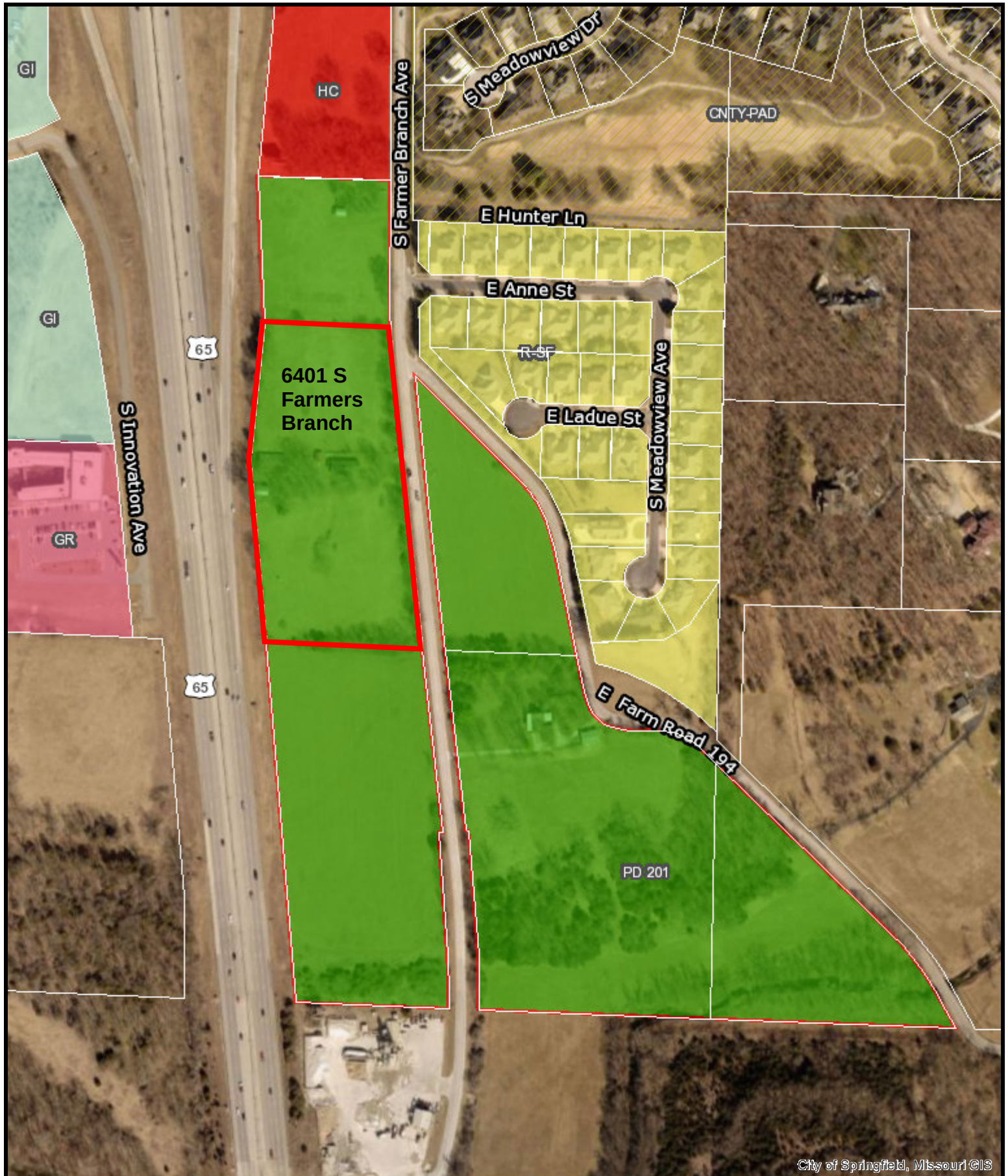
If you have any questions or need additional information, please contact our office. Thank you.

Sincerely,



Daniel Richards

6401 S Farmers Branch Zoning Map





**2023 PROCESSING SCHEDULE DEADLINES
PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE**

NOTE: This schedule represents the minimum processing time from the Application Deadline. More complex cases may require more review time. Applications needing sketch plan review by Pre-Development Review (PDR) are encouraged to submit plans prior to the deadline set out below.

PUBLIC HEARING and ADMINISTRATIVE ITEMS REQUIRING COUNCIL APPROVAL - 77 DAY MINIMUM PROCESSING TIME:

Zoning Cases, Planned Developments*, PD Final Development Plans*, Conditional Use Permits* Preliminary Plats* and Dedications.

(Note: An item with an * requires a sketch plan review Pre-Development Review (PDR) prior to application deadline. PDR meets every Wednesday with an application deadline on Monday; approximately 9 days prior to the Wednesday meeting).

PDR SKETCH PLAN *	APPLICATION	NEIGHBORHOOD MEETING ¹	COMMISSION HEARING	COUNCIL HEARING	COUNCIL ACTION
November 22, 2022	December 5, 2022	December 22, 2022	January 12, 2023	February 6, 2023	February 21, 2023
December 5, 2022	January 3, 2023	January 19, 2023	February 9, 2023	March 6, 2023	March 20, 2023
December 27, 2022	January 30, 2023	February 16, 2023	March 9, 2023	April 3, 2023	April 17, 2023
January 30, 2023	February 27, 2023	March 16, 2023	April 6, 2023	May 8, 2023	May 22, 2023
March 6, 2023	April 3, 2023	April 20, 2023	May 11, 2023	June 5, 2023	June 26, 2023
April 3, 2023	May 1, 2023	May 18, 2023	June 8, 2023	July 10, 2023	July 24, 2023
May 8, 2022	June 5, 2023	June 22, 2023	July 13, 2023	August 7, 2023	August 21, 2023
June 5, 2023	July 3, 2023	July 20, 2023	August 10, 2023	September 5, 2023	September 18, 2023
July 3, 2023	July 31, 2023	August 17, 2023	September 7, 2023	October 2, 2023	October 16, 2023
July 31, 2023	August 28, 2023	September 14, 2023	October 5, 2023	November 6, 2023	November 20, 2023
September 5, 2023	October 2, 2023	October 19, 2023	November 9, 2023	December 11, 2023	January 8, 2024**
October 9, 2023	November 6, 2023	November 23, 2023	December 14, 2023	January 22, 2024**	February 5, 2024**

¹Neighborhood meeting letters must be mailed at least ten (10) days prior to the Neighborhood Meeting Deadline

** 2024 dates are tentative

**RELINQUISH EASEMENTS, REQUESTS TO
REQUIRE and DISPOSE, etc.,**

(Administrative items requiring Commission approval only)

38 DAY MINIMUM PROCESSING TIME

APPLICATION	COMMISSION HEARING
December 5, 2022	January 12, 2023
January 3, 2023	February 9, 2023
January 30, 2023	March 9, 2023
February 27, 2023	April 6, 2023
April 3, 2023	May 11, 2023
May 1, 2023	June 8, 2023
June 5, 2023	July 13, 2023
July 3, 2023	August 10, 2023
July 31, 2023	September 7, 2023
August 28, 2023	October 5, 2023
October 2, 2023	November 9, 2023
November 6, 2023	December 14, 2023
December 4, 2023	January 11, 2024**
January 2, 2024**	February 8, 2024**

VACATIONS OF STREETS, ALLEYS and SUBDIVISIONS

70 DAY MINIMUM PROCESSING TIME

PDR SKETCH PLAN *	APPLICATION	COMMISSION HEARING
October 24, 2022	November 7, 2022	January 12, 2023
November 21, 2022	December 5, 2022	February 9, 2023
December 19, 2022	January 3, 2023	March 9, 2023
January 17, 2023	January 30, 2023	April 6, 2023
February 21, 2023	March 6, 2023	May 11, 2023
March 20, 2023	April 3, 2023	June 8, 2023
April 24, 2023	May 8, 2023	July 13, 2023
May 22, 2022	June 5, 2023	August 10, 2023
June 20, 2023	July 3, 2023	September 7, 2023
July 17, 2023	July 31, 2023	October 5, 2023
August 21, 2023	September 5, 2023	November 9, 2023
September 25, 2023	October 9, 2023	December 14, 2023
October 23, 2023	November 6, 2023	January 11, 2024**
November 20, 2023	December 4, 2023	February 8, 2024**

NOTE: Items which require retention of an easement will not be placed on an agenda until it is accepted by the City.

Updated October 2022

Sec. 36-421. - GR - General retail district.

(1) *Purpose.* This 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. Areas zoned GR are intended to be at least five acres in size unless the zoning is based on an adopted plan or comprehensive zoning scheme.

(2) *Permitted uses.*

(a) Accessory uses, as permitted by section 36-450, accessory structures and uses.

(b) Any residential dwellings existing at the time the district is mapped. As conforming uses, such a dwelling can be expanded or, if destroyed, replaced with another dwelling of the same type within 18 months of being destroyed.

(c) Art galleries, libraries, and museums.

~~(d) Bed and breakfast.~~

~~(e) Catering businesses.~~

(f) Churches and other places of worship, including parish houses and Sunday schools but excluding overnight shelters.

~~(g) Commercial gardens and/or farmers markets with retail and/or wholesale sales on site.~~

~~(h) Commercial off street parking lots and structures.~~

~~(i) Community gardens without retail or wholesale sales on-site in accordance with the performance standards of section 36-470, community gardens.~~

~~(j) Day care centers in accordance with chapter 36, article XI, Springfield City Code.~~

(k) Eating and drinking establishments use group.

~~(l) Entertainment oriented use group.~~

~~(m) Flea markets entirely within enclosed buildings.~~

~~(n) Funeral homes and mortuaries (crematoriums are permitted as accessory uses).~~

(o) General office use group.

~~(p) Household resource recovery collection centers, screened from all residential districts and public rights of way in conformance with section 36-480, screening and fencing.~~

(q) Medical office use group.

(q)

~~Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.~~

~~(r) Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church, and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.~~

(s) Medical office use group.

(t) Personal services use group.

~~(u) Police and fire stations.~~

~~(v) Private clubs and lodges.~~

~~(w) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.~~

(x) Public service and public utility uses, as follows:

1. Tier I wireless facilities in accordance with section 36-466, telecommunication towers;
2. Tier III wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities;
3. Tier IV wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers are setback from any residential district at least two feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater; and
4. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.

~~(y) Residential uses provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses.~~

(z) Retail sales use group.

~~(aa) Schools or development centers for persons with handicaps or development disabilities.~~

~~(bb) Schools, business.~~

~~(cc) Seasonal outdoor sales and related storage as permitted by section 36-452, temporary uses.~~

~~(dd) Short term rental type 3 in accordance with section 36-473, and subject to conditions in subsection (2)(b) or (y) if applicable.~~

~~(ee) Taxidermists.~~

(ff) Temporary lodging use group.

~~(gg) Temporary uses, as permitted by section 36-452, temporary uses.~~

~~(hh) Temporary vendors as permitted under subsection 36-452(3)(b)2.~~

~~(ii) Towers other than wireless facilities, less than 100 feet in height, and related facilities provided telecommunication towers comply with section 36-466, telecommunication towers.~~

~~(jj) Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.~~

No outside activities shall be permitted for kennels. Veterinary clinics, animal hospitals, pet daycare services and pet grooming facilities may have supervised outside activities, which are defined as having a single animal under the physical control of an individual. All outside activity spaces shall be fully enclosed and screened from adjacent residential uses, districts and all public rights-of-way with a six-foot tall barrier that is in conformance with subsection 36-480(3). No outside activity spaces shall be located within 25 feet of any residential use or district, and all animal waste shall be collected and disposed of on a daily basis.

(3) *Conditional uses.* The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article.

(a) Automobile service garages.

(b) Automobile service stations.

(c) Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.

(d) Reserved.

(e) Residential uses on the first floor frontage of a building.

(f) Self-service storage facilities.

(g) Tier V wireless facilities in accordance with section 36-466, telecommunication towers.

(h) Towers other than wireless facilities, exceeding 100 feet in height, and related facilities, provided:

1. The maximum height does not exceed 200 feet; and
2. Only one tower is permitted on a lot; and
3. All other provisions of subsection 36-363(10)(b)1. are met.

(4) *Use limitations.*

(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows:

1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
- (b) No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses.
 - (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.
 - (d) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
 - (e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
 - (f) Streets through an adjacent residential area shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.
- (5) *Bulk and intensity of use.*
- (a) *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.
 - (b) *Minimum yard requirements* (additional bufferyard may be required by subsection 36-421(8)):
 1. *Front yard:*
 - a. 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.
 - b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations.
 - c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or an approved preliminary plat in accordance with the city's subdivision regulations.
 2. *Side and rear yards:* None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).

However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).

Street Classification	Required Setback from Right-of-Way Center Line
Freeway	150 feet plus the required yard setback
Expressway	65 feet plus the required yard setback
Primary arterial	50 feet plus the required yard setback
Secondary arterial	35 feet plus the required yard setback
Collector	30 feet plus the required yard setback
Commercial/industrial local	30 feet plus the required yard setback
Residential local	25 feet plus the required yard setback
Highway access road	20 feet plus the required yard setback
Downtown streets	Required yard setback from right-of-way line

(6) *Open space requirements.*

- (a) *Minimum open space:* Not less than 20 percent of the gross site area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.
- (b) *Maximum impervious surface:* The combined area occupied by all main and accessory buildings or structures, parking, loading and other paved areas and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total area

unless modified in accordance with subsection 36-482(15).

(7) *Design requirements.*

- (a) A site plan, meeting the requirements of section 36-363, site plan review, shall be submitted and approved.
- (b) 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.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses, in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.
- (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.

(8) *Bufferyard requirements.* Whenever any development in a GR district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.

(Zoning Ord., § 4-3100; G.O. 4519, 6-12-95; G.O. 4570, 11-27-95; G.O. 4852, 11-23-98; G.O. 4925, 9-27-99; G.O. 5094, 7-9-01; G.O. 5127, 10-29-01; G.O. 5585, 7-24-06; G.O. 5665, 4-9-07; G.O. 5744, 3-24-08; G.O. 5773, 8-11-08; G.O. 5843, 11-9-09; G.O. 5861, 2-8-10; G.O. 5879, 7-26-10; G.O. 5880, 7-26-10; G.O. 5928, 4-18-11; G.O. 5952, 10-3-11; G.O. 6001, 6-4-12; G.O. 6048, 5-3-13; G.O. 6058, 6-17-13; G.O. 6094, 1-13-14; G.O. 6413, § 1, 12-11-17; G.O. 6467, § 1(Exh. A), 7-16-18; G.O. 6497, § 1, 1-28-19; G.O. 6528, § 1, 5-20-19)

Daniel Richards

From: Mitzy Bolin <wayne@ftagency.com>
Sent: Wednesday, June 7, 2023 2:36 PM
To: Daniel Richards
Subject: Re: Farmers Branch Rezone

Daniel,

I wanted to take this opportunity to thank you for scheduling two meetings with the Millwood Park neighbors.

Both meetings were very informative. You clearly explained the proposed zoning changes, you listened to our concerns and answered our questions.

Wayne and I were mostly concerned about overnight lodging. We were greatly appreciative when you voiced our concern to the developer and hotels were removed from the request to rezone.

Wayne and I will not stand in opposition to the request to rezone.

Once again, thank you for the professional manner in handling the rezoning request with the Millwood Neighbors. Wayne and I felt that we were heard and our concerns answered in a timely manner.

Mitzy Bolin
3419 E Anne St., Ozark, Mo

On Wed, Jun 7, 2023 at 8:48 AM Daniel Richards <drichards@leeengineering.biz> wrote:

|

--

Thank you so much,

Mitzy Bolin
Escrow Closer
1368 A. East Kingsley
Springfield, MO 65804
Phone - 417-887-8836
Fax - 417-887-1361
License # 0373327

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EXPLANATION TO COUNCIL BILL 2023-198 (MCGULL)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.43 acres of property generally located at the 3500 block of East Olive Street from Planned Development No. 298 to GR, General retail district, with Conditional Overlay District No. 233; establishing Conditional Overlay District No. 233; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: In-Out, LLC; 3500 block of East Olive Street; Z-17-2023 with Conditional Overlay District No. 233.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.43 acres of property generally located at 3500 Block of East Olive from Planned Development 298 to GR, General Retail and establishing Conditional Overlay District No. 233 (Staff and Planning and Zoning Commission recommend approval.)(By: In-Out, LLC; 3500 block East Olive Street; Z-17-2023 with Conditional Overlay District No. 233.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-17-2023/
CONDITIONAL OVERLAY DISTRICT NO. 233

The applicant is requesting to rezone approximately 2.43 acres of property generally located at 3500 Block of East Olive from Planned Development 298 to GR, General Retail and establishing Conditional Overlay District No. 233. The applicant intends to develop a veterinary clinic.

REMARKS: The Planning and Zoning Commission held a public hearing on July 13, 2023, and recommended to approve, by a vote of 7 to 0 with an amendment to approve the language in the final version of the staff report as presented. A traffic study was determined not to be required for this rezoning case and removed from the Conditional Overlay District.

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

FINDINGS FOR STAFF RECOMMENDATION:

1.The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone

businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

2. The GR district is consistent with the goals and objectives of the City Corridor placetype.
3. The proposed Conditional Overlay District limits many of the more intense uses to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area.
4. The subject property is located along Olive Street which is classified as a local street.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelop that is happening in this area.
7. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity.
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
9. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
10. 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.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:



Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor Placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. Z-17-2023 COD 233 3520 E Olive St_ord
 2. Z-17-2023 COD 233_exhA
 3. Z-17-2023 COD 233_exhB
 4. Z-17-2023 COD 233_exhC
 5. Z-17-2023 COD 233_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 08-01-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-198

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 2.43 acres of property generally located at the 3500 block of East
4 Olive Street from Planned Development No. 298 to GR, General
5 retail district, with Conditional Overlay District No. 233; establishing
6 Conditional Overlay District No. 233; and adopting an updated
7 Official Zoning Map. (Staff and Planning and Zoning Commission
8 recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at the 3500 block of East Olive Street from Planned Development No.
13 298 to GR, General retail district, with Conditional Overlay District No. 233; and
14

15 WHEREAS, Conditional Overlay District No. 233 shall modify the requirements of
16 the Springfield Land Development Code Section 36-421, GR, General retail district, by
17 requiring that the property described in "Exhibit B" comply with the requirements
18 described in "Exhibit A"; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on July 13, 2023, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

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

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

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from Planned Development
36 No. 298 to GR, General retail district, with Conditional Overlay District No. 233.
37 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
38 interpretation,' is hereby amended, changed, and modified consistent with this
39 Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 233,
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 233 shall modify the requirements
45 of the Springfield Land Development Code Section 36-421, GR, General retail district,
46 by requiring the property described in "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70 Approved as to form: Jill Bennis, Assistant City Attorney

71
72
73 Approved for Council action: Jason A. Hays, City Manager
74

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-17-2023 COD No. 233

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 uses shall be prohibited:
 - a. Residential Dwellings
 - b. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - c. Commercial off-street parking lots and structures.
 - d. Community gardens without retail or wholesale sales on-site
 - e. Entertainment-oriented use group.
 - f. Flea markets entirely within enclosed buildings.
 - g. Funeral homes and mortuaries
 - h. Household resource recovery collection centers
 - i. Medical marijuana dispensary facility.
 - j. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - k. Public service and public utility uses, as follows:
 - i. Tier I wireless facilities
 - ii. Tier III wireless facilities
 - iii. Tier IV wireless facilities
 - l. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.
 - m. Schools or development centers for persons with handicaps or development disabilities.
 - n. Seasonal outdoor sales and related storage
 - o. Short-term rental type 3
 - p. Taxidermists
 - q. Temporary lodging use group.
 - r. Temporary uses
 - s. Temporary vendors
 - t. Towers other than wireless facilities, less than 100 feet in height, and related facilities
2. All conditional uses shall be prohibited.
3. Intensity of Development:
 - a. The maximum floor area shall not exceed sixty (60) percent of the lot area.
 - b. The maximum density for multi-family dwellings shall be eighteen (18) dwelling units per acre.

4. Bulk, Area and Height Requirements:
 - a. Maximum structure height shall be limited to forty (40) feet measured from the adjacent street elevation.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-17-2023 COD No. 233

LOT 1 OF THE REPLAT OF LOT 3, KIRKLAND COMMONS
THAT CERTAIN PARCEL OR TRACT OF LAND BEING ORIGINALLY PLATTED AS LOT 3 OF
KIRKLAND COMMONS, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD GREENE
COUNTY, MISSOURI, THE REPLAT NOW BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE PLATTED NORTHEAST CORNER OF SAID LOT 3; THENCE, S01°17'10"W,
ALONG THE PLATTED EAST LINE OF SAID LOT 3, A DISTANCE OF 518.27 FEET; THENCE,
N55°37'14"W, A DISTANCE OF 138.27 FEET; THENCE, N72°14'51"W, A DISTANCE OF 56.39 FEET;
THENCE, N38°06'18"W, A DISTANCE OF 96.10 FEET; THENCE, N28°04'38"W, A DISTANCE OF
87.55 FEET; THENCE, N46°00'48"W, A DISTANCE OF 67.75 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF OLIVE STREET; THENCE, ALONG SAID SOUTHERLY RIGHT-
OF-WAY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: THENCE, N37°37'13"E, A
DISTANCE OF 131.60 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE, ALONG SAID
CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.00 FEET, AN ARC DISTANCE OF
285.61 FEET, A CENTRAL ANGLE OF 53°39'13", ALONG A CHORD BEARING N64°27'19"E, A CHORD
DISTANCE OF 275.29 FEET TO THE POINT OF COMMENCEMENT.
CONTAINING 2.43 ACRES, MORE OR LESS.

EXHIBIT C

RECORD OF PROCEEDINGS ZONING
CASE Z-17-2023 COD No. 233

Z-17-2023 w/COD 223
3520 East Olive Street
Applicant: In-Out, LLC

Mr. Sparlin stated that this is a request to rezone approximately 2.43 acres of property generally located at 3500 Block of East Olive from Planned Development 298 to GR, General Retail and establishing Conditional Overlay District No. 233.

COMMISSION ACTION: (amend)

Ms. Broekhoven motioned to **amend** Z-17-2023 w/COD 223 (3520 East Olive Street) to the final version of the staff report as presented. Mr. Scott seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Geoff Butler, 319 N. Main representing the applicant and this zoning case does two things. One it adds a singular use to what was previously approved in the Planned Development and second it gets rid of the Planned Development which will save the trouble of a doing a Final Development Plan and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Ms. Ridge motioned to **approve** of Z-17-2023 w/COD 223 (3520 East Olive Street). Mr. Colony seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

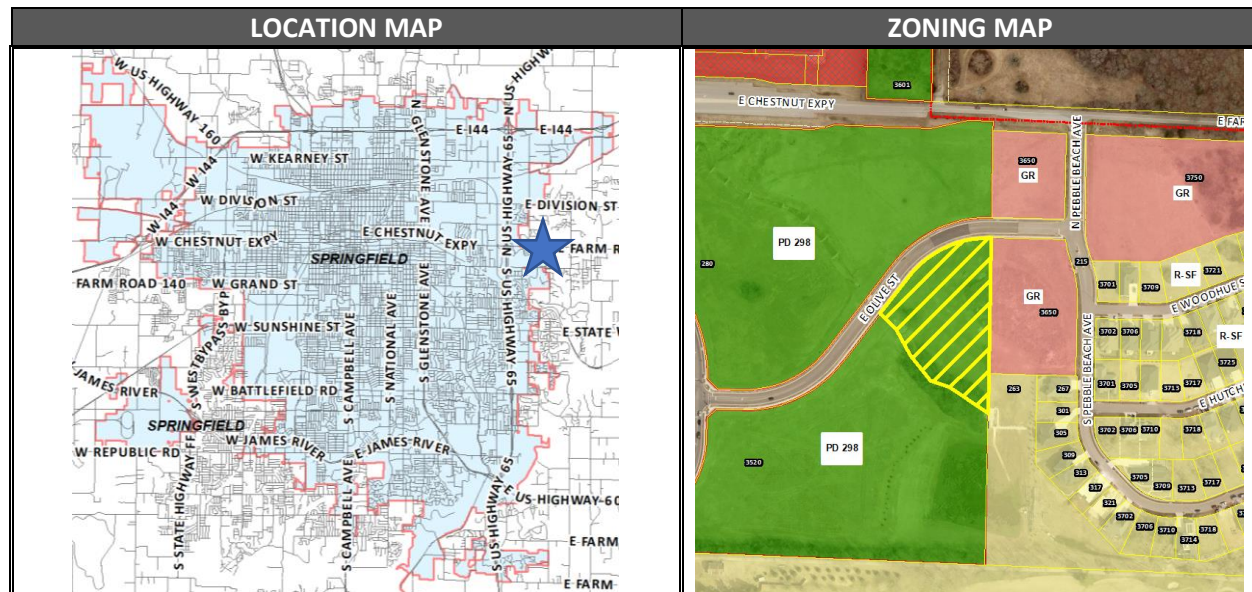
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-17-2023 with Conditional Overlay District No. 233
Location:	3500 block of East Olive Street
Total Acres:	2.43 acres
Applicant:	In-Out, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	June 14, 2023
Planning and Zoning Commission:	July 13, 2023
City Council:	August 7, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-17-2023 with Conditional Overlay District No. 233 as set forth in Attachment 1 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 2.43 acres of property generally located at 3500 Block of East Olive from Planned Development 298 to GR, General Retail and establishing Conditional Overlay District No. 233



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the city and rezoned to PD 298 in July 2006.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A

DEVELOPMENT REVIEW STAFF REPORT

	building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. (b)No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. (c)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d)No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (e)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (f)Streets through an adjacent residential area shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.
Maximum 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 20 percent
Buffering and Landscaping	A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same as a bufferyard type S2.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office/Hospitality	Neighborhood Commercial	Major Retail Sales & Service	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

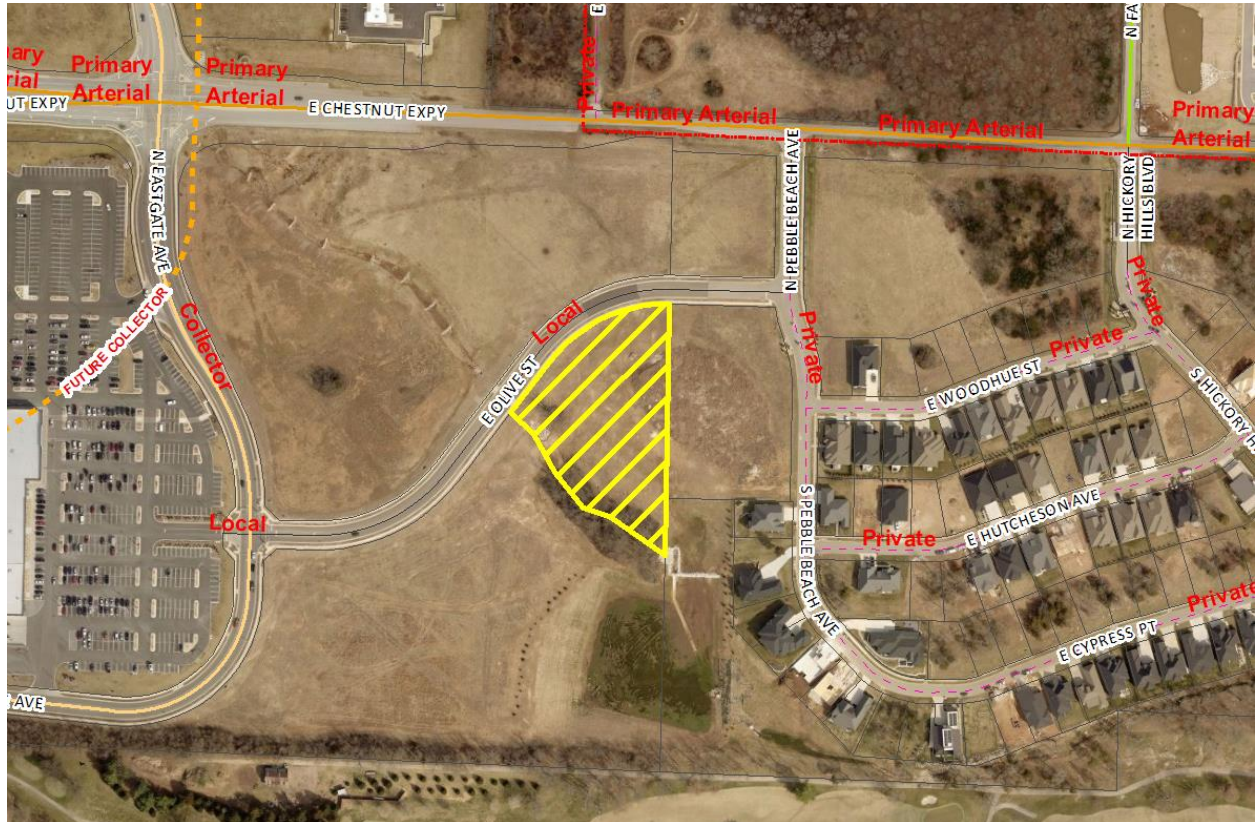
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 298	PD 298	GR, R-SF	PD 298
LAND USE	Undeveloped Land	Undeveloped Land	Undeveloped land	Undeveloped land
PLACETYPES	City Corridor	City Corridor	City Corridor, Residential Neighborhood	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning however there is a trunkline connection fee required based upon the area of the lot connecting to sewer. This fee will be collected when the property is subdivided or at the time of development whichever comes first.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Olive Street	Local	City	30	30	NA	No	Yes	Yes
Street 2	S. Eastgate Avenue	Collector	State	30	30	NA	No	Yes	Yes

ACCESS - There are currently no driveway access points onto the property from E. Olive Street and S. Eastgate Avenue. All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Olive Street or S. Eastgate Avenue near the property.

IMPROVEMENTS - No improvements are required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

3520 E Olive St is a multi-acre undeveloped lot. 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 local or downstream area. The city is not aware of a sinkhole or other Karst feature at this location. The property does have a stream buffer on site. A fee in lieu of on-

DEVELOPMENT REVIEW STAFF REPORT

site stormwater detention is not applicable because detention is already provided. PW Stormwater has no concerns for the proposed rezoning from PD to GR. 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.

DETENTION AND DISCHARGE REQUIREMENTS

1. Stormwater detention has already been provided in regional detention basin constructed as part of the public improvement project for the Kirkland Commons Subdivision (2020PW0047). The future Lot currently drains West to East into the stream and basin. The future development will need to simply drain to the East side parking lot into the basin through either culverts or channels with outlets that will prevent erosion.

WATER QUALITY REQUIREMENTS

1. Water Quality is met in regional detention basin constructed as part of the public improvement project for the Kirkland Commons Subdivision (2020PW0047).
2. 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.

FLOODPLAIN N/A NATURAL CHANNEL & STREAM BUFFERS

1. A Category D Small Tributary with 60 feet wide stream buffer is already recorded on the Kirkland Commons Final Plat and Legacy Bank Commons Replat.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 2.43 acres of property generally located at 3500 Block of East Olive from Planned Development 298 to GR, General Retail and establishing Conditional Overlay District No. 233. The applicant intends to develop a veterinary clinic.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.
3. The GR district is consistent with the goals and objectives of the City Corridor placetype.
4. The proposed Conditional Overlay District limits many of the more intense uses in order to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area.

DEVELOPMENT REVIEW STAFF REPORT

5. The subject property is located along Olive Street which is classified as a local street.
6. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
7. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelop that is happening in this area.
8. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity.
9. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
10. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
11. 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.
12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor Placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 233

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 uses shall be prohibited:
 - a. Residential Dwellings
 - b. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - c. Commercial off-street parking lots and structures.
 - d. Community gardens without retail or wholesale sales on-site
 - e. Entertainment-oriented use group.
 - f. Flea markets entirely within enclosed buildings.
 - g. Funeral homes and mortuaries
 - h. Household resource recovery collection centers
 - i. Medical marijuana dispensary facility.
 - j. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - k. Public service and public utility uses, as follows:
 - i. Tier I wireless facilities
 - ii. Tier III wireless facilities
 - iii. Tier IV wireless facilities
 - l. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.
 - m. Schools or development centers for persons with handicaps or development disabilities.
 - n. Seasonal outdoor sales and related storage
 - o. Short-term rental type 3
 - p. Taxidermists
 - q. Temporary lodging use group.
 - r. Temporary uses
 - s. Temporary vendors
 - t. Towers other than wireless facilities, less than 100 feet in height, and related facilities
2. All conditional uses shall be prohibited.
3. Intensity of Development:
 - a. The maximum floor area shall not exceed sixty (60) percent of the lot area.
 - b. The maximum density for multi-family dwellings shall be eighteen (18) dwelling units per acre.

DEVELOPMENT REVIEW STAFF REPORT

4. Bulk, Area and Height Requirements:
 - a. Maximum structure height shall be limited to forty (40) feet measured from the adjacent street elevation.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD298 to General Retail with a COD
2. Meeting Date & Time: Wednesday June 14th, 2023 4:00PM - 6:30 PM
3. Meeting Location: 3520 East Olive
4. Number of invitations that were sent: 44
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): 8
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).

Everyone was more than interested how the development would affect their homes. They were all neighbors to the east and did not want the vegetation down in the adjacent detention area to be disturbed. It will not. I explained that the only change to what is allowed now is the addition of a veterinary clinic. They all liked that idea. Everyone wanted a fine dining restaurant to go there but we have no ability to make that happen.

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

Nothing needs to change, there were no objections to the proposed change.

Geoffrey H. Butler AIA

I, _____ (print name), attest that the neighborhood meeting was held on June 14th 2023 (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

Geoffrey H. Butler AIA

Printed name of person completing affidavit

PLN2023-000132

JUNE 14 2023

REZONING NEIGHBORHOOD MTG

NAME	ADDRESS	PHONE
Lee Spampinato	3825 Judd Ranch Ave	726-347-3191
G.T. Carr	313 S PEBBLE BEACH	417 314-640-7928
KRISTA CARR	3802 E ¹⁷ Woodhew St	479.699.9003
Pam Robison	267 S. Pebble Beach Ave.	951-403-3627
Jeanne V. Biedle		951-403-3627
Cherle Dauben	3702 E woodhew St	917 520 6443
Madi Lewis + Jacob	3701 E. Hutcheson Ave	417-860-2183



EXPLANATION TO COUNCIL BILL 2023-199 (MCGULL)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 28 acres of private property generally located at 5500 East Farm Road 104, and referenced as Annexation A-5-2023, into the City of Springfield. (Staff recommends approval.)(By: Jerry Tolbert Trust; 5500 East Farm Road 104; A-5-2023.)

PURPOSE: To adopt an ordinance to annex approximately 28 acres of private property generally located at 5500 East Farm Road 104 into the City of Springfield as Annexation A-5-2023. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 5500 E. Farm Road 104 are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 28 acres into the City of Springfield. There is no public right-of-way being annexed as part of this request. The owner is proposing to annex and rezone for a new commercial 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 can furnish normal city services within a reasonable period. 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.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the property.



The City will receive property tax revenue upon annexation of the private property. Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

Attachments:

1. A-5-2023 5500 East Farm Road 104
2. A-5-2023_exhA
3. A-5-2023_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 08-01-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-199

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 28 acres of
4 private property generally located at 5500 East Farm Road 104, and
5 referenced as Annexation A-5-2023, into the City of Springfield. (Staff
6 recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interest of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 5500 East
12 Farm Road 104; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days, prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein within a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and

35 incorporated herein by this reference.

36
37 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
38 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

39
40 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
41 amended by adding thereto the land described in "Exhibit A."

42
43 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
44 precincts and council zones,' is hereby amended by placing the property described in
45 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
46 accordance with the provisions of State law.

47
48 Section 5 – The City Clerk is directed to: (1) file certified copies of this
49 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
50 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
51 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
52 any other information that the Director of Revenue may require. The City Clerk is further
53 authorized and empowered to perform any other administrative acts which are
54 consistent with the intent of this Ordinance.

55
56 Section 6 – This Ordinance shall be in full force and effect from and after
57 passage.

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

67
68 Approved as to form: Jill Bunn, Assistant City Attorney

69
70
71 Approved for Council action: Jason A. Page, City Manager
72

EXHIBIT A

LEGAL DESCRIPTION
A-5-2023

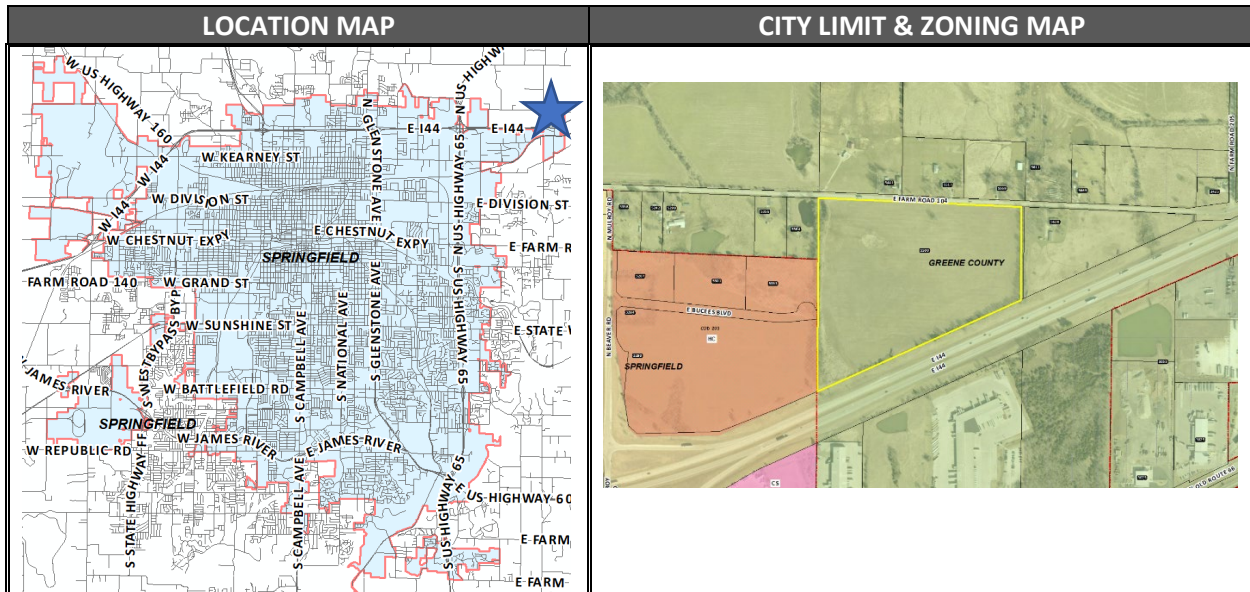
ALL OF THE WEST ONE-HALF (W1/2) OF LOT THREE (3), NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1), TOWNSHIP TWENTY NINE (29), RANGE TWENTY ONE (21) LYING NORTH OF THE RIGHT OF WAY OF INTERSTATE HIGHWAY 44, EXCEPT ROADS, IN GREENE COUNTY, MISSOURI.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-5-2023
Location:	5500 East Farm Road 104
Total Acres:	28 acres
Applicant:	Jerry Tolbert Trust
Existing Land Use:	Agriculture/undeveloped land
City Council:	August 7, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval

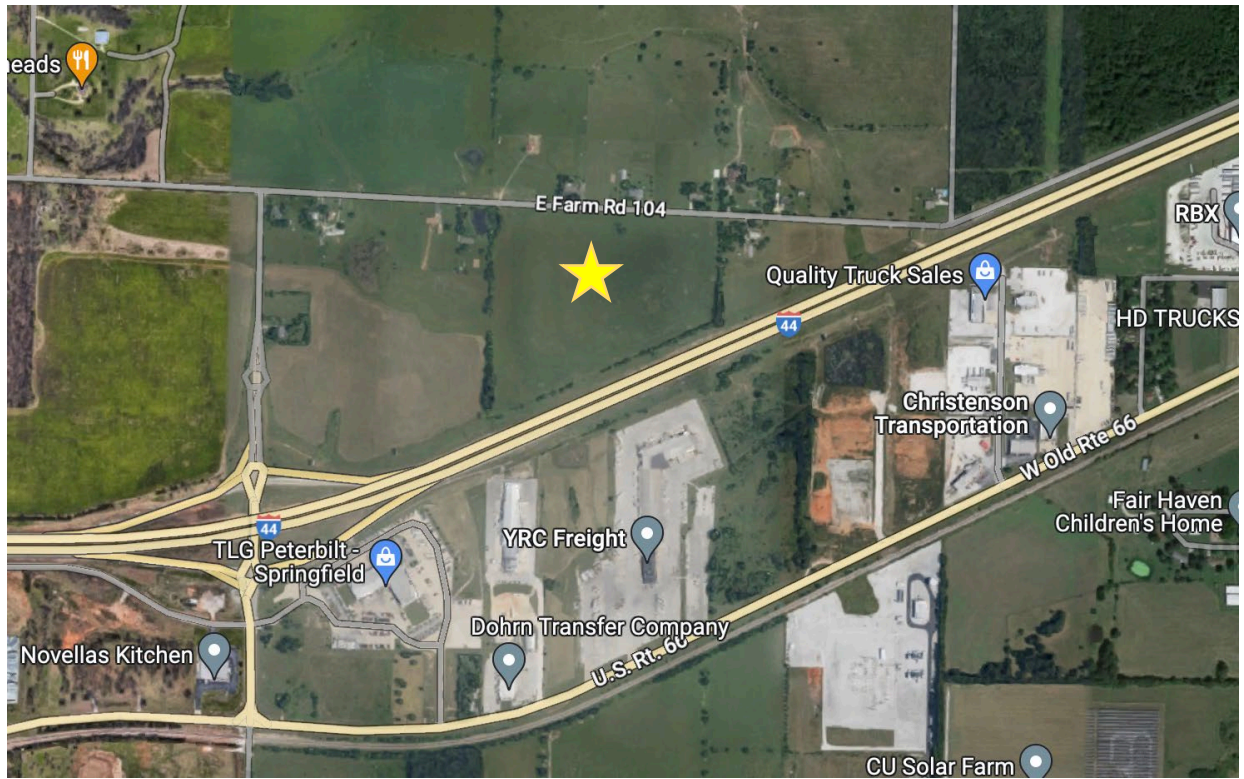
PROJECT SUMMARY:

Request to annex approximately 28 acres of private property generally located at 5500 E. Farm Road 104 into the City of Springfield.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County M-1, Light Manufacturing District. The annexation is being processed concurrently with rezoning of the subject property and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority Two areas represent long-term growth areas. These growth areas are primarily located on the eastern side of the City in the vicinity of two important eastern gateways at Interstate 44 and Hwy 65 and James River Freeway and Hwy 65. The City should consider the strategic value of each property and assemble annexation proposals in advance of new development. While these areas represent great opportunities for economic development and job growth, comprehensive infrastructure and emergency service planning will need to be improved in these areas. As outlined in **Chapter 8: Economic Development** and **Chapter 10: Infrastructure and Community Facilities**, the City should prioritize planning of facilities and infrastructure to support new development over the course of the next 5 to 10 years to take advantage of existing land patterns and proximity to these emerging development corridors.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.

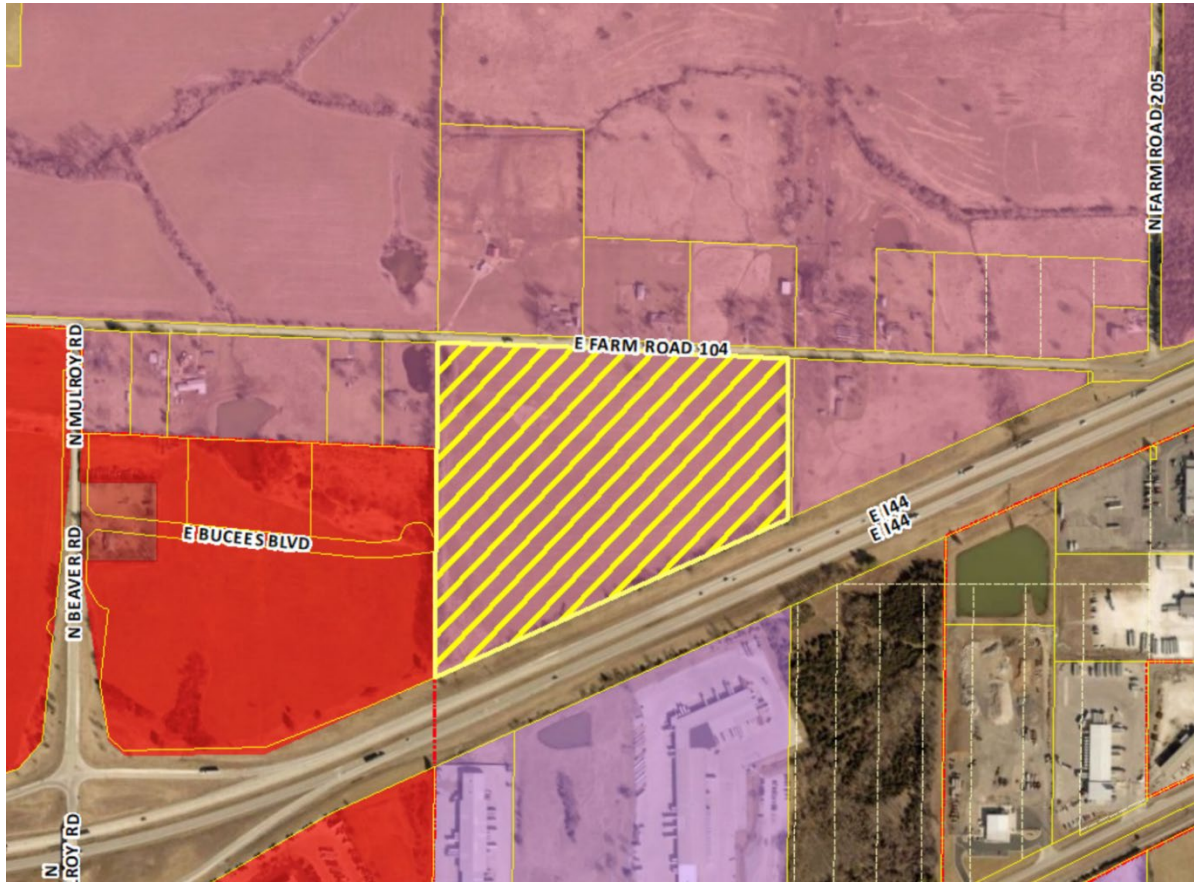
DEVELOPMENT REVIEW STAFF REPORT

5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The property involved in this annexation request was included within the Business Flex Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7). This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	○	◇	◇	○							
Downtown			●	●	●	●	●	●	●	●	●	●	●	●
Mixed-Use	○	○	●	○	○	○	○	○	○	○	○	○	○	○
City Corridor			●	●	●	●	●	●	●	●	●	●	●	●
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○									

● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County M-1	County R-1 and M-1	County R-1 and HC w/ COD
LAND USE	Single-family residence on large lot	I-44, Industrial and warehouse uses	Single-family residence on large lot	Future retail and gas station, Single-family residence
PLACETYPES	Business flex	Logistics and Industry	Business flex	City Corridor, Business flex

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed annexation. CU 3-Phase Electric, Gas & Water will be available at the west property line/east end of Beaver Ridge Rd when the Cottle's Range project is completed.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objections to the annexation; however, we have the following comments:
 - a. Public sewer is available to the tract although there is a \$0.048 per square foot trunkline connection fee required when connecting to sewer. This would be based on the area of the entire property. Additional public improvements may be required if subdividing.
4. EMERGENCY 911:
No issues with proposed annexation.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
Any future access to Farm Rd. 104 requires a permit from the Greene County Highway Dept.
6. MODOT:
No comments on the proposed annexation.
7. POLICE DEPARTMENT:
No issues with proposed annexation.
8. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #4 located at 2423 N. Delaware, which is approximately 6.1 miles from the northeast of the property. Fire Station #3 located at 205 N. Patterson, is the secondary station responding to this location, which is 7.2 miles from the northeast corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 4.5 miles for the 1st due unit. ***This will have a negative impact on our ISO rating for deployment.***

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.

DEVELOPMENT REVIEW STAFF REPORT

The 1st due company has an estimated total response time of 10 minutes, 28 seconds. The 2nd due company has an estimated total response time of 11 minutes, 56 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely 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 13 minutes and 28 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*	Baseline**
1 st Due Company	Station 4	10 minutes 28 seconds	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,2,3,12,1	13 minutes 28 seconds	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – There is not water currently to the proposed property requesting annexation. Currently there is 12” water main to the neighboring property. *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 not have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*

Impact – The Fire Department does not believe there would be an increase in calls if this is similar to the truck sales facility located across the interstate at 3026 N. Mulroy Road. *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 neutral in its assessment of development of the site located on or adjacent to 5500 E. Farm Road 104. While this location would generally result in total response times beyond the benchmark performance objective, the overall impact will be subjective to the development and occupancy use(es) and the anticipated frequency of emergency incidents. This area is protected under a current automatic aid agreement with a neighboring fire protection district to the east, which serves to improve emergency response coverage for fires and decrease the overall time required for arrival of the first fire suppression unit.*

DEVELOPMENT REVIEW STAFF REPORT

9. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

5500 E Farm Road 104 is a 28-acre site that is 100% open space and 0% impervious area. The Site drains from East to West and primarily into the NW corner of the site into a farm pond on 5384 E Farm Road 104. 6-7 acres drains onto 3280 -3284 N Beaver Rd along the E Bucees Blvd. No existing detention or water quality Stormwater Control Measures are present. The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no requirements for the proposed annexation. 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.

DETENTION AND DISCHARGE REQUIREMENTS

1. Detention is required for any development on the 5400-500 E Farm Road 104 Tract. The site drains primarily to the northwest with approx. 1/3 draining to the southeast and onto the developing Bucee's property (3280-3284 N Mulroy Rd property).

Recommendation is for a detention and water quality basin to be constructed at the northwest corner and outlet to the drainage channel along E Farm road 104.

2. The SE drainage is not accounted for by the Bucee development and future PIPs will have to account for the channel on the north side of E Bucees Blvd conveying the runoff.

3. The I44 drainage channels outlet from a under road culvert on the SE corner of the tract. This drainage will need to be conveyed to the site outlet through PIP project. Any stormwater infrastructure serving more than one property needs to be submitted on public improvement plans.

<https://www.springfieldmo.gov/DocumentCenter/View/55360/Sept-2021-Design-Standards>

4. Detention must be roughed in with an outlet structure and approved in a partial inspection prior to issuance of the building permit.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

DEVELOPMENT REVIEW STAFF REPORT

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

10. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Farm Road 104	Collector	County	30	20	NA	No	Yes	No

ACCESS - There is currently one driveway access points onto the property from E. Farm Road 104. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Farm Road 104 near the property.

DEVELOPMENT REVIEW STAFF REPORT

IMPROVEMENTS - No improvements are required for this annexation. A traffic study may be required for this property at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Jerry Tolbert Trust, has petitioned for the City of Springfield to annex approximately 28 acres of private property generally located at 5500 E. Farm Road 104 into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's HC, Highway commercial district, with the intent to construct a commercial business.
2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources.
3. Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.
4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on one side by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

Initiate annexationJuly 24, 2023

City Council public hearing.....August 7, 2023

City Council second reading and voteAugust 21, 2023



EXPLANATION TO COUNCIL BILL 2023-200 (MCGULL)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1, Agricultural district, to City HC, Highway commercial district, with Conditional Overlay District No. 234; establishing Conditional Overlay District No. 234; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)(By: Jerry Tolbert Trust; 5500 East Farm Road 104; Z-18-2023 with Conditional Overlay District No. 234.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1 to City HC, Highway Commercial District and establishing Conditional Overlay District No. 234. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-18-2023/ CONDITIONAL OVERLAY DISTRICT NO. 234

The applicant is requesting to rezone approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1 to City HC, Highway Commercial District and establishing Conditional Overlay District No. 234.

REMARKS: The Planning and Zoning Commission held a public hearing on July 13, 2023, and recommended to **approve**, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this

placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

2. The Highway Commercial District is consistent with the goals and objectives of the Business Flex placetype.
3. The subject property is in an area that has other retail and industrial and warehousing uses that take advantage of easy access to Interstate 44.
4. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
5. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has seen an increase in new development and this rezoning is consistent with the redevelopment that is happening in this area.
6. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
9. 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.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex Placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. Z-18-2023 COD 234 5500 E Farm Road 104_ord
 2. Z-18-2023 COD 234_exhA
 3. Z-18-2023 COD 234_exhB
 4. Z-18-2023 COD 234_exhC
 5. Z-18-2023 COD 234_exhD -

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 08-01-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-200

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 28 acres of property generally located at 5500 East Farm Road 104
4 from County A-1, Agricultural district, to City HC, Highway
5 commercial district, with Conditional Overlay District No. 234;
6 establishing Conditional Overlay District No. 234; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 5500 East Farm Road 104 from County A-1, Agricultural district, to
13 City HC, Highway commercial district, with Conditional Overlay District No. 234; and
14

15 WHEREAS, Conditional Overlay District No. 234 shall modify the requirements of
16 the Springfield Land Development Code Section 36-422, HC, Highway commercial
17 district, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A"; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on July 13, 2023, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

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

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

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

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

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 234,
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 234 shall modify the requirements
45 of the Springfield Land Development Code Section 36-422, HC, Highway commercial
46 district, by requiring the property described in "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70 Approved as to form: Jill Burris, Assistant City Attorney

71
72
73 Approved for Council action: Jason R. Hays, City Manager
74

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-18-2023 COD No. 234

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

1. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-18-2023 COD No. 234

ALL OF THE WEST ONE-HALF (W1/2) OF LOT THREE (3), NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1), TOWNSHIP TWENTY NINE (29), RANGE TWENTY ONE (21) LYING NORTH OF THE RIGHT OF WAY OF INTERSTATE HIGHWAY 44, EXCEPT ROADS, IN GREENE COUNTY MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-18-2023 COD No. 234

Z-18-2023 w/COD 234

5500 East Farm Road 104

Applicant: Jerry M. Tolbert Trust and HWH Strategy, LLC

Mr. Sparlin stated that this is a request to rezone approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1 to City HC, Highway Commercial District and establishing Conditional Overlay District No. 234.

COMMISSION ACTION: (amend)

Ms. Broekhoven motioned to **amend** Z-18-2023 w/COD 234 (5500 East Farm Road 104) as submitted in the final staff report. Mr. Scott seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Geoff Butler, 319 N. Main noting that it is just east of Buc-ee's (Beaver Road/Mulroy Road), and the applicant wants to build a truck sales and service dealership. He also indicated that the applicant may not use all 28 acres currently but may hold the rest for expansion and here to answer any questions.

Mr. Colony noted that Mulroy Road is now Beaver Road.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** of Z-18-2023 w/COD 234 (5500 East Farm Road 104) as presented by staff. Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

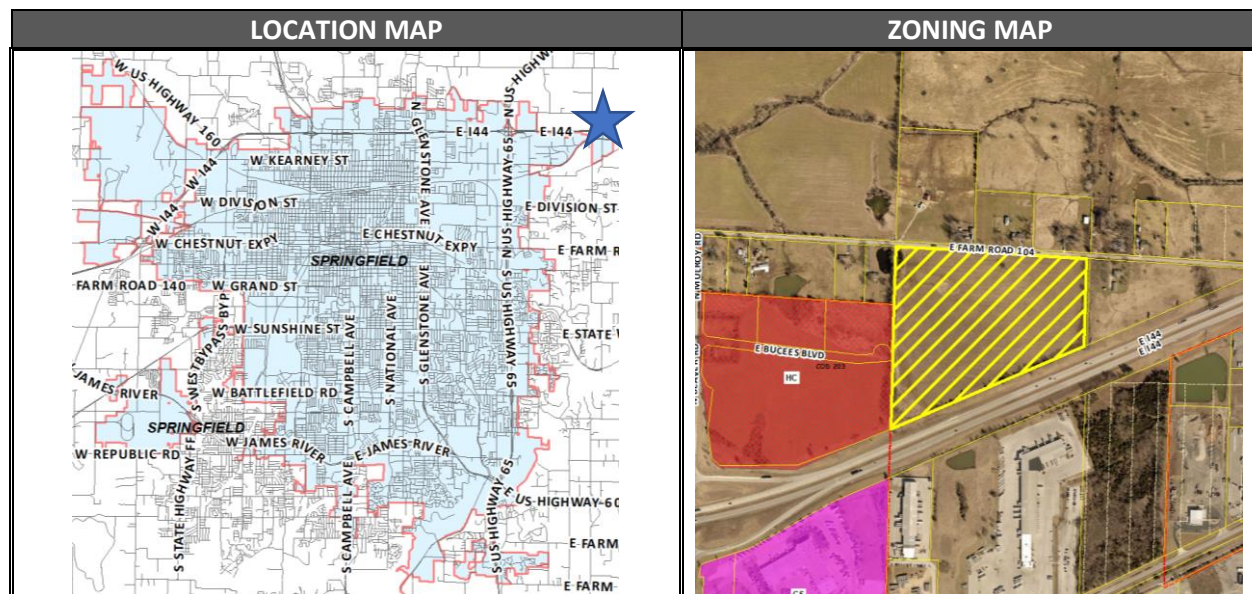
DEVELOPMENT REVIEW STAFF REPORT

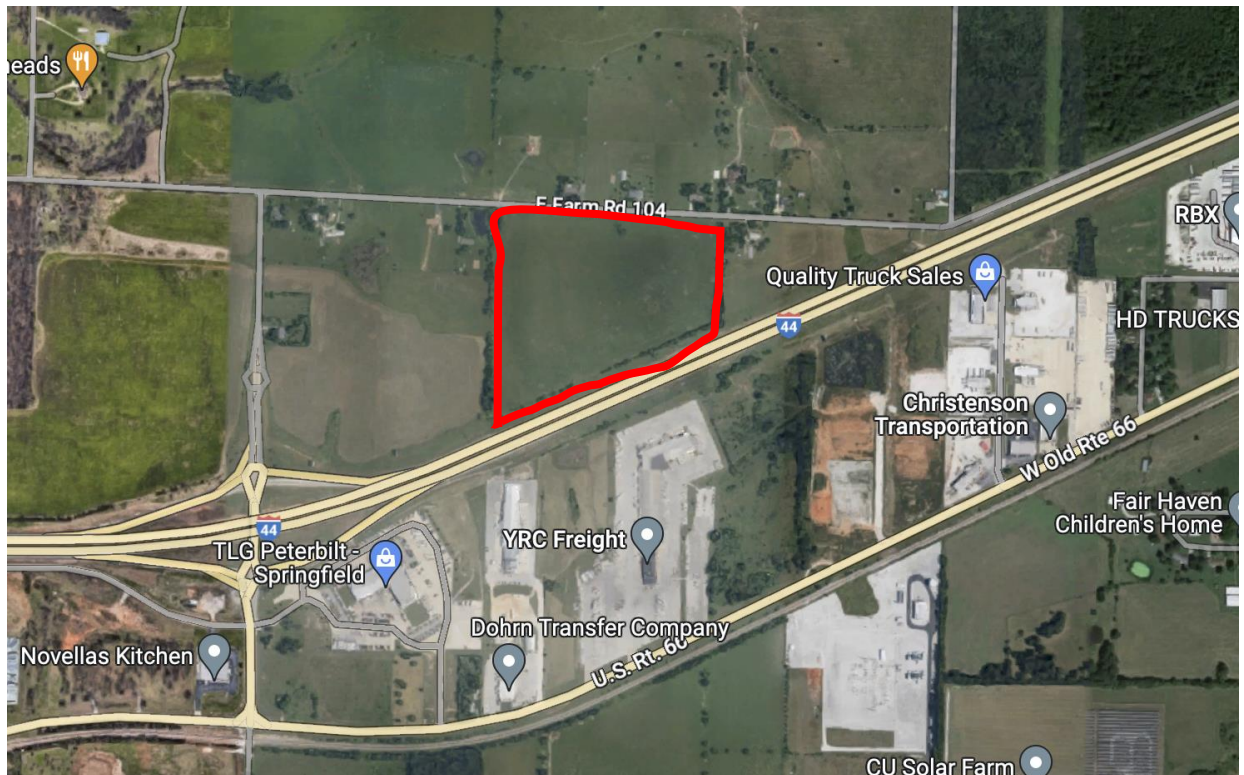
PROJECT INFORMATION

Case Number:	Z-18-2023 with Conditional Overlay District No. 234
Location:	5500 East Farm Road 104
Total Acres:	28 acres
Applicant:	Jerry Tolbert Trust
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	June 30, 2023
Planning and Zoning Commission:	July 13, 2023
City Council:	August 7, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-18-2023 with Conditional Overlay District No. 234 as set forth in Attachment 1. (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1 to City HC, Highway Commercial District and establishing Conditional Overlay District No. 234.



DEVELOPMENT REVIEW STAFF REPORT**GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:****GOOGLE MAPS STREET VIEW:**



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is located outside City limits, however a request for annexation is being processed concurrently with the rezone application.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.



DEVELOPMENT REVIEW STAFF REPORT

	(e) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent

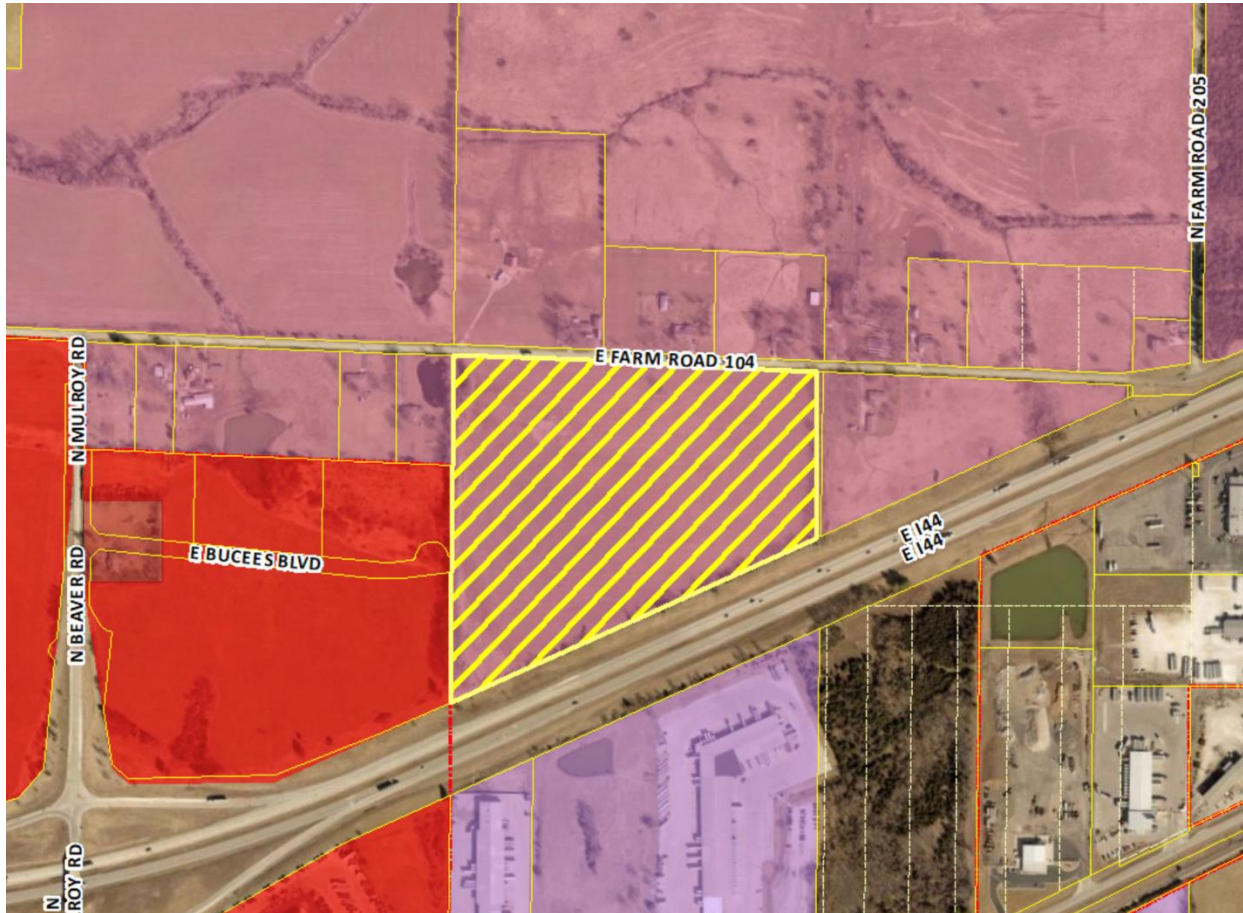
COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major Retail & Wholesale	Public & Private Schools & Vocational Schools	Universities, Colleges & Institutional Facilities	Government, Healthcare & Institutional Facilities	Personal Services, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	○	◇	◇	○							
Downtown	●	●	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor			○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○	○

● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County M-1	HC COD 203	County R-1
LAND USE	Single-family residence on large lot	I-44, Industrial and warehouse uses	Single-family residence on large lot	Future retail and gas station, Single-family residence
PLACETYPES	Business flex	Logistics and Industry	Business flex	City Corridor, Business flex



DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with rezoning. Public sewer is available to the tract although there is a \$0.048 per square foot trunkline connection fee required when connecting to sewer or if subdividing. This would be based on the area of the entire property. Addl. public improvements may be required if subdividing.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Farm Road 104	Collector	County	30	20	NA	No	Yes	No

ACCESS - There is currently one driveway access points onto the property from E. Farm Road 104. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Farm Road 104 near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is required at the time of development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

5500 E Farm Road 104 is a 28-acre site that is 100% open space and 0% impervious area. The Site drains from East to West and primarily into the NW corner of the site into a farm pond on 5384 E Farm Road 104. 6-7 acres drains onto 3280 -3284 N Beaver Rd along the E Bucees Blvd. No existing detention or water quality Stormwater Control Measures are present. The property is in the South Dry Sac drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the local or downstream area.



DEVELOPMENT REVIEW STAFF REPORT

The city is not aware of a sinkhole or other Karst feature at this location. The property does not have a stream buffer on site. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. PW Stormwater has no requirements for the proposed rezoning. 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.

DETENTION AND DISCHARGE REQUIREMENTS

1. Detention is required for any development on the 5400-500 E Farm Road 104 Tract. The site drains primarily to the northwest with approx. 1/3 draining to the southeast and onto the developing Bucee's property (3280-3284 N Mulroy Rd property). Recommendation is for a detention and water quality basin to be constructed at the northwest corner and outlet to the drainage channel along E Farm road 104.
2. The SE drainage is not accounted for by the Bucee development and future PIPs will have to account for the channel on the north side of E Bucees Blvd conveying the runoff.
3. The I44 drainage channels outlet from a under road culvert on the SE corner of the tract. This drainage will need to be conveyed to the site outlet through PIP project. Any stormwater infrastructure serving more than one property needs to be submitted on public improvement plans. <https://www.springfieldmo.gov/DocumentCenter/View/55360/Sept-2021-Design-Standards>
4. Detention must be roughed in with an outlet structure and approved in a partial inspection prior to issuance of the building permit.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
2. 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.

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.
 - b. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans: The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.



DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 28 acres of property generally located at 5500 East Farm Road 104 from County A-1 to HC, Highway Commercial and establishing Conditional Overlay District No. 234.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.
3. The Highway Commercial District is consistent with the goals and objectives of the Business Flex placetype.
4. The subject property is located in an area that has other retail and industrial and warehousing uses that take advantage of easy access to Interstate 44.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has seen an increase in new development and this rezoning is consistent with the redevelop that is happening in this area.
7. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity;
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned;
9. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
10. 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.



DEVELOPMENT REVIEW STAFF REPORT

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex Placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.



DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 234

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

1. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

PLN2023-000133

1. Request change to zoning from: County A1 to Highway Commercial
2. Meeting Date & Time: Tuesday June 13, 2023 4:00PM - 6:30 PM
3. Meeting Location: 5441 East Farm Road 104
4. Number of invitations that were sent: 24 See attached list
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): Seven
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).

Everyone understood the rezoning request and did not have any concerns with the proposed zoning or use. I did explain the City requirement to extend Beaver Drive (currently planned as a cul-de-sac) onto the property and then north to FM Rd 104. They all voiced concern that FM Rd 104 had a lot of traffic on it (even moreso now with Mulroy shut down for reconstruction) and whether this would change that. We have no control over that request.

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

None

I, Geoffrey H. Butler AIA (print name), attest that the neighborhood meeting was held on 6/13/23 (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

Geoffrey H. Butler AIA

Printed name of person completing affidavit

8

**ZONING & ANNEXATION
NEIGHBORHOOD MTG 6.13.23
5500 E FM RD 104
4 PM - 630**

ATTENDEES

NAME	ADDRESS	PHONE #
Ed + Jenny Dake	5517 E Farm Rd 104	417-833-8521
Steve & Emily Evans	5569 E Farm Rd 104	417-631-9191
Sandy Strecker	101 S Old Orchard	(417) 773-1951
Jerry Snyder	5356 E FR 104	(417) 848-0630
Michael Mord	5298 E FR 104	417 589 9272



EXPLANATION TO COUNCIL BILL 2023-201 (SIMPSON)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept \$13,500,000 of American Rescue Plan Act grant funds appropriated by the Missouri General Assembly and \$631,275 in local match funds from the Springfield Convention and Visitors Bureau, Inc., to support maintenance and improvements to the Cooper Park/Lake Country Soccer Complex and the Killian Softball Complex; authorizing the City Manager, or his designee, to do those things necessary to receive and disburse such funding and carry out the identified activities, including entering into a Grant Agreement with the Missouri Department of Economic Development for the purpose of accepting the \$13,500,000 of American Rescue Plan Act grant funds and entering into an Agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of accepting the \$631,275 in local match funds; appropriating \$5,000,000 of General Fund carryover funds to provide additional local match funds; and amending the budget of the City of Springfield for Fiscal Year 2023-2024 in the amount of \$19,131,275.

PURPOSE: Accepting funds totaling \$13,500,000 from the State of Missouri, ("DED") and funds totaling \$631,275 from the SCVB to provide funds for the Cooper/Killian Project, appropriating \$5,000,000 of carryover funds and amending the budget for the City of Springfield for Fiscal Year 2023-2024 in the amount of \$19,131,275.

BACKGROUND INFORMATION: The Missouri General Assembly appropriated funds from the Coronavirus State Fiscal Recovery – Revenue Replacement Fund to the Department of Economic Development ("DED") in House Bill 20, Fiscal Year 2024, in the amount of \$13,500,000 for the maintenance and improvements of a park and sports complex located on approximately one hundred twenty seven acres in any city with more than one hundred sixty thousand but fewer than two hundred thousand inhabitants, provided that local match be provided in order to be eligible for State funds. In addition, the Springfield Convention and Visitors Bureau has appropriated \$631,275 for local match for the related project.

The remainder of the Cooper/Killian Project local match is provided by the following City actions:

1. Appropriating \$5,000,000 City General Fund carryover funds from Fiscal Year 2023.
2. The City's direct ARPA allocation of \$7,300,000 funds (already authorized).
3. The City's Park Fund allocation of \$1,000,000 carryover funds (already authorized).



4. The SCVB allocation of \$631,275 local match noted above.

A local match totaling \$13,931,275 is provided pending the authorization of the proposed council bill. The proposed project budget totals \$27,431,275 for the Cooper/Killian project.

With approval of this Ordinance, the City Manager, or his designee, is authorized to approve and enter into agreements with the State of Missouri and SCVB, in a form to be approved by the City Attorney and City Manager.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Collin Quigley, Deputy City Manager 8/1/2023

Attachments:

1. Cooper Killian Project_Ord
2. Exhibit A- City of Springfield Recipient Agreement
3. Exhibit B- SCVB Cooper Killian agreement revised 7.31.23
4. Exhibit C- Cooper_Killian Project BA

One-rdg. _____
P. Hrngs. _____
Pgs. 35
Filed: 08-01-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-201

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept \$13,500,000 of American
2 Rescue Plan Act grant funds appropriated by the Missouri General
3 Assembly and \$631,275 in local match funds from the Springfield
4 Convention and Visitors Bureau, Inc., to support maintenance and
5 improvements to the Cooper Park/Lake Country Soccer Complex and
6 the Killian Softball Complex; authorizing the City Manager, or his
7 designee, to do those things necessary to receive and disburse such
8 funding and carry out the identified activities, including entering into a
9 Grant Agreement with the Missouri Department of Economic
10 Development for the purpose of accepting the \$13,500,000 of
11 American Rescue Plan Act grant funds and entering into an Agreement
12 with the Springfield Convention and Visitors Bureau, Inc., for the
13 purpose of accepting the \$631,275 in local match funds; appropriating
14 \$5,000,000 of General Fund carryover funds to provide additional local
15 match funds; and amending the budget of the City of Springfield for
16 Fiscal Year 2023-2024 in the amount of \$19,131,275.
17 _____
18

19 WHEREAS, the Missouri General Assembly appropriated funds in the amount of
20 \$13,500,000 from the Coronavirus State Fiscal Recovery - Revenue Replacement Fund
21 to the Missouri Department of Economic Development for maintenance and
22 improvements to the City's Cooper Park/Lake Country Soccer Complex and the Killian
23 Softball Complex (hereafter "Cooper/Killian Project") provided that local match be
24 provided for the Cooper/Killian Project; and
25

26 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., appropriated
27 \$631,275 in local match for the Cooper/Killian Project; and
28

29 WHEREAS, the remainder of the local match for the Cooper/Killian Project is to
30 be provided by the City appropriating \$5,000,000 of General Fund carryover funds from
31 Fiscal Year 2022-2023, the City's previous direct allocation of \$7,300,000 in American
32 Rescue Plan Act funds, and the City's Park Fund allocation of \$1,000,000 in carryover
33 funds; and

34 WHEREAS, a total local match of \$13,931,275 towards the proposed
35 Cooper/Killian Project budget \$27,431,275 will be acknowledged with passage of this
36 Ordinance.

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

40
41 Section 1 – The City Manager, or his designee, is hereby authorized to accept
42 grant funding in the amount of \$13,500,000 from the Missouri Department of Economic
43 Development, and \$631,275 in funds from the Springfield Convention and Visitors
44 Bureau, Inc., for the purpose of supporting maintenance and improvements to the
45 Cooper Park/Lake Country Soccer Complex and the Killian Softball Complex
46 (“Cooper/Killian Project”).

47
48 Section 2 – The City Manager, or his designee, is hereby authorized to do those
49 things necessary to receive and disburse such funding and carry out the identified
50 activities for the Cooper/Killian Project, including entering into a Grant Agreement with
51 the Missouri Department of Economic Development, in a form substantially the same as
52 the document attached hereto and incorporated herein by reference as “Exhibit A,” and
53 entering into an Agreement with the Springfield Convention and Visitors Bureau, Inc.,
54 for the purpose of accepting \$631,275 in local match funds, in a form substantially the
55 same as the document attached hereto and incorporated herein by reference as “Exhibit
56 B.”

57
58 Section 3 – The budget of the City of Springfield for Fiscal Year 2023-2024 is
59 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
60 No. 006, a copy of which is attached hereto and incorporated herein by reference as
61 “Exhibit C.”

62
63 Section 4 – City Council hereby finds that the budget adjustment made above
64 has been recommended by the City Manager.

65
66 Section 5 – The City Manager is directed to cause the appropriate accounting
67 entries to be made in the books and records of the City.

68
69 Section 6 – This Ordinance shall be in full force and effect from and after
70 passage.

71
72 Passed at meeting: _____

73
74 _____
75 Mayor

76
77 Attest: _____, City Clerk

78
79 Filed as Ordinance: _____

80 Approved as to form: Jill Bennis, Assistant City Attorney
81
82
83 Approved for Council action: Jason A. Hays, City Manager



Missouri Department of
Economic Development

American Rescue Plan Act/House Bill 20 Funding Agreement
Fiscal Year 2024

This agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Recipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

RECIPIENT* City of Springfield, Missouri	RECIPIENT'S PARENT (if applicable) Not applicable
STATE OF ORGANIZATION Missouri	TYPE OF ENTITY Political subdivision
PROJECT NO.* N04RR	PERIOD OF PERFORMANCE* March 3, 2021 through June 10, 2026
FEDERAL AWARD ID NUMBER SLFRP4542	CFDA NUMBER AND NAME 21.027 Coronavirus State Fiscal Recovery Fund
APPROPRIATION AMOUNT* \$13,500,000	LOCAL MATCH RATIO*: 1:1
FY24 REIMBURSEMENT DEADLINE: June 10, 2024	DATE OF AWARD* July 1, 2023
NOTICE TO RECIPIENT* City of Springfield Attn: David Holtman Director of Finance 840 Boonville Avenue Springfield, MO 65801 Phone: 417/864-1632 Email: dholtman@springfieldmo.gov	NOTICE TO DED* Department of Economic Development Attn: Shad Burner Director of Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/526-1028 Email: grants@ded.mo.gov

2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") ([42 U.S.C. § 802](#)), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "for the provision of government services to the extent of the reduction in revenue of such State [] due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State [] prior to the emergency" ("Revenue Replacement Funds").
- 2.2. The SFRF is further implemented by Treasury through regulations ([31 CFR part 35](#)) and other guidance.
- 2.3. The State of Missouri ("State") entered into a grant agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations), which includes Revenue Replacement Funds as well as other categories of SFRF funding.
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$13,500,000 for DED "For the maintenance and improvements of a park and sports complex located on approximately one hundred twenty seven acres in any city with more than one hundred sixty thousand but fewer than two hundred thousand inhabitants, provided that local match be provided in order to be eligible for state funds" for State Fiscal Year 2024 (July 1, 2022 – June 30, 2024, "FY24") (House Bill 20, § 20.852) ("Appropriation").
- 2.6. The City of Springfield is the only city in Missouri described in the Appropriation.

3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in this Agreement, including as follows:
 - (a) "Allowable Costs" has the meaning set forth in Section 5.1 of this Agreement.
 - (b) "Local Match" means the local match required by the Appropriation in order to be eligible to receive funds from the Appropriation. It shall consist of funds provided by Recipient or another local entity, as set forth in the Appropriation. The Local Match Ratio for this Project is as set forth in Section 1 of this Agreement. A 1:1 ratio means there must be one dollar in Local Match for every one dollar in Appropriation funds available.
 - (c) "Request for Reimbursement" means the form, including accompanying and supporting documentation, completed by Recipient and submitted to DED to request payment from State ARPA Funds.
 - (d) "RSMo" means the Revised Statutes of Missouri.
 - (e) "State ARPA Funds" mean the federal financial assistance Recipient may receive from DED under this Agreement, which must not exceed the Appropriation Amount in Section 1 of this Agreement. State ARPA Funds consist of Revenue Replacement Funds.
 - (f) "Uniform Guidance" means [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements,

4. RECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

4.1. Recipient represents the following:

- (a) Recipient was allocated more than \$40 million in ARPA funding by Treasury ("Local ARPA Funds") and accepted the Local ARPA Funds through Special Ordinance 27538 (July 26, 2021).
- (b) Recipient undertook processes to determine how to expend the Local ARPA Funds, and appropriated Local ARPA Funds for certain projects through Special Ordinance 27730 (July 25, 2022).
- (c) Through Special Ordinance 27730, Recipient appropriated \$7.3 million in Local ARPA Funds for improvements to the Cooper Park/Lake Country Soccer Complex and to the Cooper Baseball and Killian Softball Complex.
- (d) The improvements to the Cooper Park/Lake Country Soccer Complex are to renovate the 18 field complex located at 2334 E. Pythian by:
 - (i) Adding state-of-the-art synthetic turf to eight (8) upper fields; and
 - (ii) Add seating for up to 3,500 spectators, new fan-friendly areas, new concessions, new restrooms, new locker rooms, lighting and additional spectator improvements to existing fields.(Together, the "Cooper Soccer Complex Improvements").
- (e) The Cooper Soccer Complex Improvements are:
 - (i) Projected to cost approximately \$10 million;
 - (ii) Projected to transform the Cooper Soccer Complex into an anchor tournament facility and increase community spending by up to \$32 million annually by attracting regional and national field tournaments.
- (f) The improvements to the Cooper Baseball and Killian Softball Complex are to upgrade the Complex by:
 - (i) Adding state-of-the-art synthetic turf to baseball and softball fields; and
 - (ii) Converting one field into a championship/stadium field environment, by providing new spectator seating, dugout areas, lighting, new roundhouse facility at Cooper Baseball Complex, fan concourse area with new concessions, restrooms, scorekeeper areas, sound system, and signage.(Together, the "Cooper Baseball and Killian Softball Complex Improvements," and collectively with the Cooper Soccer Complex Improvements, the "Project").
- (g) The Cooper Baseball and Killian Softball Complex Improvements are:
 - (i) Projected to cost approximately \$13.3 million;
 - (ii) Projected to increase local tourism spending by nearly \$6 million annually.
- (h) The Project would not occur without the State ARPA Funds;
- (i) The total cost of the Project is estimated to be \$23.3 million;
- (j) The City will be providing approximately \$7.3 million in Local ARPA Funds for the Project (Section 4.1 (c)); and
- (k) The City, the Springfield Convention and Visitors Bureau, Inc., and/or Missouri State University may provide approximately \$2.5 million for the Project.
- (l) The funding described in paragraphs (j) and (k) of this section are the current sources for the Local Match.

- 4.2. Recipient shall use State ARPA Funds from the Appropriation for the Project as set forth in this Agreement, and solely for the purpose set forth in the Appropriation.
- 4.3. Recipient understands and agrees that the State ARPA Funds under the Appropriation have only been appropriated for FY24. Recipient understands that DED does not include continuation of line item appropriations such as the one for this Project in its budget requests. To receive State ARPA Funds reimbursement for costs submitted to DED after June 10, 2024, but during the Period of Performance, Recipient shall be responsible for securing State appropriation(s) for the Project for FY25 and FY26.
- 4.4. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Recipient's activities under this Agreement must comply with the following, as applicable:
- (a) [42 U.S.C. § 802](#) (codification of SFRF from ARPA);
 - (b) Treasury SFRF regulations at [31 CFR part 35](#);
 - (c) Supplementary Information to the Final Rule, [87 F.R. 4338-4446](#); and
 - (d) The document "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds", issued by Treasury, as it may be amended from time to time, and any other guidance issued by Treasury regarding the SFRF, as may be amended from time to time. Please refer to Treasury's [SFRF website](#) for the Compliance and Reporting Guidance, as well as [Treasury's Final Rule Frequently Asked Questions](#), as may be amended from time to time, and the contents of Treasury's SFRF webpage titled "[Recipient Compliance and Reporting Responsibilities](#)", as may be amended from time to time.
- 4.5. Recipient represents that it has or will meet the Local Match requirement for this Appropriation according to the Local Match Ratio in Section 1 of this Agreement. Recipient agrees to submit documents as set forth in Section 5 of this Agreement to verify that the Appropriation's requirement of local match is met.
- (a) Treasury has no match requirements under SFRF. The Uniform Guidance regarding cost sharing (2 CFR 200.306) is inapplicable to Revenue Replacement Funds. Neither Party intends for the Local Match to be considered voluntary committed cost sharing under the Uniform Guidance and therefore Local Match is not subject to any of the cost principles of subpart E of the Uniform Guidance.

5. REIMBURSEMENT OF COSTS

- 5.1. Recipient shall only be reimbursed for costs that are determined to be allowable by DED, based on the following:
- (a) The provisions of Subpart E of the Uniform Guidance (Cost Principles) that Treasury has made applicable to Revenue Replacement Funds:
 - (i) 2 CFR 200.400(a) - (c), and (e) (Policy guide);
 - (ii) 2 CFR 200.403(a), (c), (d), (g), and (h) (Factors affecting allowability of costs); and
 - (iii) 2 CFR 200.404(e) (Reasonable costs); and
 - (b) The cost must be incurred by Recipient during the Period of Performance.
 - (i) Costs incurred by Recipient before March 3, 2021 or after the end of the Period of Performance are not allowed to be reimbursed with State ARPA Funds from the Appropriation.

- (ii) To be paid from the current FY24 appropriation authority, Recipient must submit Requests for Reimbursement to DED no later than June 10, 2024.
- 5.2. Recipient may submit Requests for Reimbursement to DED with all necessary supporting documentation, including invoices and proof of payment of the invoices, by using an electronic interface designated by DED, which will require Recipient to have the ability to upload electronic copies of documents.
 - (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - (i) Invoice/reference number (assigned by Recipient);
 - (ii) Invoice date;
 - (iii) Invoice period (to which the reimbursement request is applicable);
 - (iv) Project No. (from Section 1 of this Agreement);
 - (v) "Missouri Department of Economic Development";
 - (vi) Recipient name;
 - (vii) Recipient remittance address;
 - (viii) Recipient contact for invoice questions (name, phone, and email, if available); and
 - (ix) Itemization of reimbursement requested for the invoice period detailing, at minimum, all of the following:
 - a. The total amount reimbursed under this Agreement to date; and
 - b. The total amount requested for the invoice period.
 - (b) Each proof of payment shall clearly identify the associated invoice(s) for which payment was made.
- 5.3. Recipient has a Local Match Ratio of 1:1. With each Request For Reimbursement to DED, Recipient must submit documents showing that for every one dollar in reimbursement sought from DED, Recipient must demonstrate to DED that it, or a third party, has expended one dollar for the Project. Documents may consist of invoices (or parts thereof) for Project expenses that are not to be reimbursed from State ARPA Funds, and proof of payment of same.
- 5.4. Upon review and approval of Recipient's Request for Reimbursement, DED shall reimburse Recipient's Allowable Costs with State ARPA Funds, not to exceed the Appropriation Amount in Section 1 of this Agreement, and pursuant to the Local Match Ratio.
 - (a) DED may withhold approval of a Request for Reimbursement if Recipient has not provided satisfactory proof, as described in Section 5.3 of this Agreement, of meeting its Local Match requirement on a dollar-for-dollar basis (based on the Local Match Ratio in Section 1 of this Agreement).
- 5.5. Recipient must submit its final Request for Reimbursement to DED no later than the end of the Period of Performance. The State cannot process a Request for Reimbursement for FY24 that is not received by DED by June 10, 2024.
- 5.6. DED is not liable for any of Recipient's obligations, expenditures, or commitments in any amount in excess of the Appropriation Amount in Section 1 of this Agreement.

- 5.7. If total payments to Recipient under this Agreement exceed the Appropriation Amount, Recipient must refund the excess amount to DED.
- 5.8. As provided in the Treasury-State Grant Agreement, any funds paid to the Recipient: (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this Agreement; (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 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
- (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Recipient's debt to the State. Debts owed by Recipient to the State must be paid promptly by Recipient to the State. A debt owed to the State by Recipient under this Agreement is delinquent if it has not been paid within 60 days of the date of the State's initial demand for payment, unless other satisfactory arrangements have been made or if Recipient knowingly or improperly retains funds that are a debt as defined in this Section 5.6.
- (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under Section 10 of this Agreement. The rights of the State as expressed in this Section 5.6 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 Recipient.

6. REPORTING

- 6.1. Recipient agrees to comply with any reporting obligations established by Treasury or DED as it relates to this Agreement.

7. RECORD RETENTION AND ACCESS

- 7.1. Recipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Recipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
- (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in Section 4.9 of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
- (b) Records sufficient to permit, as stated in 2 CFR 200.302(a): (1) the preparation of any required reports; and (2) the tracing of funds to a level of expenditures adequate to establish that State ARPA Funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
- (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 7.2. Recipient must retain all of its records relating to this Agreement, including supporting documentation, for five (5) years from the date of submission to DED of the final Request for Reimbursement, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.

- 7.3. Recipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Recipient related to this Agreement in order to conduct inspections, audits, or other investigations. Recipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

8. PASS-THROUGH REQUIREMENTS

- 8.1. This Agreement is subject to the following provisions of the Uniform Guidance:
- (a) Subparts A, B, and C;
 - (b) The following regulations in Subpart D, Post Federal Award Requirements¹:
 - (i) 200.300 Statutory and national policy requirements;
 - (ii) 200.302 Financial management;
 - (iii) 200.303 Internal controls;
 - (iv) 200.328 Financial reporting;
 - (v) 200.329 Monitoring and reporting program performance;
 - (vi) Record Retention and Access (2 CFR §§ 200.334 – 200.338); and
 - (vii) 200.346 Collection of amounts due;
 - (c) The regulations in Subpart E, Costs Principles, as set forth in Section 5.1 of this Agreement; and
 - (d) Subpart F, Audit Requirements, implementing the Single Audit Act.
- 8.2. This Agreement is subject to the following, according to the terms of the Treasury-State Grant Agreement:
- (a) Universal Identifier and System for Award Management ("SAM"), [2 CFR part 25](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 25](#) is hereby incorporated by reference;
 - (b) Reporting Agreement and Executive Compensation Information, [2 CFR part 170](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 170](#) is hereby incorporated by reference;
 - (c) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), [2 CFR part 180](#), and Treasury's implementing regulation at [31 CFR part 19](#), including both the requirement to comply with [31 CFR part 19'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;
 - (i) Recipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" which must be submitted to DED prior to DED countersigning this Agreement.
 - (d) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at [2 CFR part 200, Appendix XII](#), is hereby incorporated by reference;
 - (e) Government-wide Requirements for Drug-Free Workplace, [31 CFR part 20](#);
 - (f) New Restrictions on Lobbying, [31 CFR part 21](#);

¹ Other regulations in Subpart D apply to the Treasury-State Grant Agreement, but are not applicable to this Agreement.

If the Appropriation Amount under this Agreement exceeds \$100,000, Recipient certifies, to the best of its knowledge and belief, that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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;
- (ii) 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (iii) Recipient must require that 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 Recipients 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.

- (g) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended ([42 U.S.C. §§ 4601–4655](#)) and implementing regulations.

8.3. Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Agreement include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at [31 CFR part 22](#), and the government-wide regulations contained in [28 CFR part 42](#), subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended ([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;
- (c) 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;
- (d) The Age Discrimination Act of 1975, as amended ([42 U.S.C. §§ 6101-6107](#)) and Treasury's implementing regulations at [31 CFR part 23](#), which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- (e) 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.

8.4. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving State ARPA Funds, Recipient provides the following assurances, as applicable:

- (a) Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, 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 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- (b) Recipient 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"). Recipient 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, Recipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient 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 Recipient's programs, services, and activities.
- (c) Recipient 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>.
- (d) Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
- (e) Recipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and any contractor, subcontractor, successor, transferee, and assignee:

The contractors, subcontractors, successors, transferees, and assignees 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 CFR 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 CFR part 22, and herein incorporated by reference and made a part of this agreement.

- (f) Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
 - (g) Recipient 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, Recipient shall comply with information requests, on-site compliance review, and reporting requirements.
 - (h) Recipient must 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.
 - (i) Recipient must 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 Recipient and the administrative agency that makes any such finding. If Recipient settles a case or matter alleging such discrimination, Recipient must provide to the State documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, Recipient shall so state.
 - (j) The United States of America has the right to seek judicial enforcement of the terms of this assurances Section 8.4 and nothing in this Section 8.4 alters or limits the federal enforcement measures that the United States may take in order to address violations of this Section 8.4 or applicable federal law.
- 8.5. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ [1501–1508](#) and [7324–7326](#)), which limits 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.
- 8.6. Recipient understands that making false statements or claims in connection with this Agreement 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.

- 8.7. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.
- 8.8. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Recipient to adopt and enforce policies that ban text messaging while driving.
- 8.9. Recipient must provide for compliance with the requirements of the laws, regulations, and Treasury guidance in Section 4.4 of this Agreement, and with other applicable federal statutes, regulations, and executive orders by other parties in any agreements it enters into with other parties relating to this Agreement.
- 8.10. In the Treasury-State Grant Agreement, 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 Agreement or any other losses resulting in any way from the performance of this Agreement or any contract or subcontract under this Agreement. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the 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 Agreement.
- 8.11. In accordance with [41 U.S.C. § 4712](#), Recipient 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:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of the State, DED, or the Recipient who has the responsibility to investigate, discover, or address misconduct.

Recipient must inform its employees in writing of the rights and remedies provided under this Section 8.11, in the predominant native language of the workforce.

9. TERMINATION

- 9.1. This Agreement shall terminate automatically 90 days after DED remits payment for Recipient's final Request for Reimbursement, or DED's denial of same as a disallowed cost.
- 9.2. Upon termination, Sections 1 (table), 2 (recitals), 3 (definitions), 7 (record retention and access), 10 (default and remedies), and 11.4(f) (501(c)(3) waiver) of this Agreement shall survive and continue in force.

10. DEFAULT AND REMEDIES

- 10.1. Recipient's knowing misrepresentation of a material fact to DED in this Agreement, a Request for Reimbursement, or in any communication or document in connection with this Agreement, is a default event, in which case DED may cancel this Agreement, and Recipient shall have no right or claim to the Appropriation and shall forfeit and repay the State ARPA Funds received by Recipient under this Agreement.
 - (a) For the purposes of this Section 10.1 of this Agreement, "knowing" means Recipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 10.2. Recipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
 - (a) Temporarily withholding State ARPA Funds pending the correction of the deficiency;
 - (b) The disallowance of costs and the establishment of an accounts receivable;
 - (c) Wholly or partially suspending or terminating this Agreement;
 - (d) Require Recipient to return to DED any State ARPA Funds used for ineligible purposes or unallowable costs;
 - (e) Initiating suspension or debarment proceedings in accordance with 2 CFR Parts 180 and 1326;
 - (f) Such other remedies as may be legally available.

11. STANDARD TERMS

- 11.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Recipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 11.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Recipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Project in addition to those specifically stated in this Agreement.
- 11.3. **Recipient Status.** Recipient is an independent contractor and shall not represent Recipient or Recipient's employees to be employees of DED or the State.
- 11.4. **IRC 501(c) Recipients.** If Recipient is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:
 - (a) Recipient understands and agrees that in the course of the performance of the Project and requesting and receiving reimbursement from DED pursuant to the Appropriation, and in any reporting or monitoring by the State/DED, it will

provide information to the State, DED, their employees and officials, just as any non-IRC 501(c)(3) recipient would.

- (b) Recipient understands that this information may include "personal information" as that term is defined in [§ 105.1500 RSMo](#) ("Personal Information").
- (c) Recipient represents that it sought assistance from the State for the performance of the Project and is voluntarily receiving reimbursement from the Appropriation with the understanding that it may have or will need to provide Personal Information from time-to-time in the performance of the Project due to any reporting on or monitoring of the use of the Appropriation, just as any non-IRC 501(c)(3) recipient would.
- (d) Recipient hereby waives any right it may have under [§ 105.1500 RSMo](#) to claim that the State, DED, their employees and officials are requiring or otherwise compelling Recipient to release any such Personal Information.
- (e) Recipient further understands that members of the Missouri General Assembly may request information regarding this Agreement, the Appropriation, and any reimbursements to the Recipient, which may include Personal Information.
- (f) Recipient hereby waives any right it may have under [§ 105.1500 RSMo](#) to claim that the State, DED, their employees and officials, in releasing information as described in Section 11.4(e), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

11.5. **Authorized Employees – Missouri Law.** Pursuant to [§ 285.530.1 RSMo](#), Recipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (a) Recipient submitted an Affidavit Pursuant to § 285.530 RSMo and Recipient's Employment Eligibility Verification Program ("E- Verify") Memorandum of Understanding to DED.
- (b) Recipient hereby reaffirms its enrollment and participation in E- Verify with respect to the employees working in connection with this Agreement.

11.6. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Recipient submits Requests for Reimbursement to DED. Recipient understands and agrees that appropriated funds may be reduced unilaterally by the State through withholdings made pursuant to the Missouri Constitution, Article IV, § 27. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

11.7. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Recipient and Notice to DED in Section 1 of this Agreement.

- (a) Notwithstanding Section 11.8 of this Agreement to the contrary, DED and Recipient may from time to time designate, unilaterally and by written notice given under this Section 11.7 to the other, additional or substitute contact information.

- (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 11.8. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 11.9. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
 - (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 11.10. **Hyperlinks.** Hyperlinks in this Agreement to statutes, regulations, executive orders, and other compliance materials are solely for the convenience of the Parties. Although effort has been made to hyperlink to official government sources, neither of the Parties has control over the content at those hyperlinked webpages and no representations are made as to the accuracy of the material at the hyperlink or the performance of the hyperlink.
- 11.11. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 11.12. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Recipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 11.13. **No Assignment.** Recipient shall not assign, including by merger (if Recipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this Section 11.13 will be void.
- 11.14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 11.15. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 11.16. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 11.17. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.

- 11.18. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Recipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Recipient is a party.
- 11.19. **Licenses, Permits, and Approvals.** Recipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 11.20. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.21. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any other document contemplated by this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 11.22. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

12. ENTIRE AGREEMENT

- 12.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

Department of Economic Development

By:

Michelle Hataway, Acting Director

Date signed

City of Springfield, Missouri

By:

Jason Gage, City Manager

Date signed

Approved as to Form

City Attorney, or designee

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1625 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: Mark Hecquet	

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, and 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 City and the Contractor desire to enhance tourism and attract traveling local, state, and national tournaments for various sports; and

WHEREAS, the Missouri General Assembly appropriated funds in the amount of \$13,500,000 from the Coronavirus State Fiscal Recovery Revenue Replacement fund to the Missouri Department of Economic Development for maintenance and improvements to the Cooper Park/Lake Country Soccer Complex and the Killian Softball Complex ("Cooper/Killian Project") provided that local match be provided for the Cooper/Killian Project; and

WHEREAS, the City has appropriated \$7,300,000 in American Rescue Plan Act funds, \$5,000,000 in General Fund carryover funds, and \$1,000,000 in Park Fund carryover funds for local match for the Cooper/Killian Project; and

WHEREAS, the Springfield Convention and Visitors Bureau, Inc., has appropriated \$631,275 for local match for the Cooper/Killian Project; and

WHEREAS, the proposed total budget for the Cooper/Killian project totals \$27,431,275.

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

1. **Contractor's Contribution.** The Contractor agrees to transfer the sum of Six Hundred Thirty-One Thousand Two Hundred Seventy Five and no/100 Dollars (\$631,275.00) to the City as part of the local match for the Cooper/Killian project. The Contractor will make one payment of \$200,000 to the City by or before July 1, 2024. The Contractor shall pay the remaining balance on substantial completion of the Cooper/Killian Project, which shall be defined as the City's expenditure of the \$13,500,000 in funds from the Missouri Department of Economic Development and the \$13,500,000 in local match funds set forth above.

2. **City's Responsibility.** The City agrees to use the funds from Contractor as local match for the Cooper/Killian Project, the planned improvements for which are attached hereto and incorporated herein by reference as Exhibit A.

3. **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 Agreement 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 Agreement no person having such interest shall be employed or compensated by Contractor.

4. **Assignment.** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto

5. **Discrimination.** The Contractor agrees in the performance of this Agreement 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 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.**

6. **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.

7. **Liability and Indemnity.** 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, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Contractor arising out of or in any way connected with this Contract.

8. **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.

9. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by 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 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.

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

11. **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.

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

CONTRACTOR:

By: _____

Name & Title: _____

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

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

Exhibit A

COOPER SOCCER COMPLEX SCHEMATIC DESIGN NARRATIVE 2023

Prepared For:

Springfield-Greene County Park Board

April 2023

Olsson Project No. 022-06575

Page 1 of 6

General Information

This narrative provides supplemental information to further define the Cooper Soccer Complex project. This narrative is intended to provide additional information and guidance for Schematic Design (SD) level pricing and project understanding. The information provided herein was obtained from conversations with local utility providers and utility maps provided by the respective utility, visual site reconnaissance, and review of provided architectural information.

The project is located on the north side of E. Pythian Street. The soccer fields included in design are divided by Cooper Tennis Complex and Cooper Baseball Fields. Fields 1-3 are located on the east side of the property and Fields 4-8 are located on the west side. The property is currently zoned Government/Institutional (GI). No rezoning or platting of any kind is anticipated at this time. The Springfield Downtown Municipal Airport borders the northern property line. To the south of the site is Lake Country Soccer and residential area.

Master Planning Determinations

After many meetings and discussions with the Springfield-Greene County Park Board, the master planning for the Cooper Soccer Facility was carefully split into phases to accommodate current budgets, facility needs, and timelines. It was determined that the first phase of the project would focus primarily on replacing all 8 soccer fields with new artificial turf. New grand entries will be designed for the east and west fields to provide attendees a focalized arrival point and give a “sense of arrival”.

The main change between the master planning phase and the SD phase on the western portion is the relocation of field 4 and the flex lawn. During the SD efforts, the grading of this area became a challenge with the layout that the masterplan had. It was a cost savings measure and feasibility measure to move field 4 to the west and place the flex lawn on the eastern side of field 4. Some of the amenity space was shifted further west toward the parking lot to allow for more stormwater detention, as required.

Site Demolition

Site demolition will consist of removing concrete sidewalk, sport lighting, miscellaneous sport field equipment, and stripping field topsoil. Any salvaged items will be returned to owner for their use.

Site Work

Phase 1 for the east side of the complex will consist of turf replacement for the Greenwood HS field, 2 new turf fields, new entry plaza, additional bleachers, sports lighting, and team locker rooms. A future phase for the east field will include a new concession and restroom facility.

Phase 1 for the west side of the complex will consist of replacing all grass soccer fields with new turf fields, new entry plaza, picnic/play space, a flex lawn, and sports lighting. The future phase will include a new parking lot, concession/restroom facility, a relocated maintenance area, additional tennis courts, and a pickleball court facility.

Grading

This project will have a Stormwater Pollution Prevention Plan (SWPPP) which will be required for site disturbance. This deliverable will need to be permitted through the State of Missouri as well as the City of Springfield. Refer to the site plan for approximate finished floor elevations as well as existing contours. See the plans for approximate field elevations.

Stormwater

New storm sewer systems will be installed to collect runoff captured by the new turf field underdrain systems and discharged into the existing detention basins. Runoff from the proposed locker room will also be collected and discharged via storm pipe and discharged into the existing detention basin. A storm water analysis has been completed to verify existing versus proposed runoff to each existing detention basin. Modifications to the existing basins will be required to account for additional flowrate as a result of replacing the existing 7 grass soccer fields to synthetic turf fields as well as any additional impervious surface to the site. Detention volumes and release rates are to be designed per City of Springfield standards.

Sanitary Sewer

The sanitary sewer design for this project will consist of a new service to the new locker room facility. Service from the locker room will connect to the existing sanitary main located to the south of the proposed building. Refer to MEP SD plans and narrative for service sizing.

Water

Water service design will consist of a new water meter and service to the new locker room facility. No other water service design is anticipated at this time.

Retaining Walls

Retaining walls are anticipated on the grand entrance for the east fields to accommodate the new accessible sidewalk and plaza area that are in close proximity to the existing park restrooms. It is anticipated to have approximately 215 L.F. of retaining walls with an approximate max height of 5 feet.

Sports Fields

The sports fields will be designed as a synthetic turf system. The system is comprised of a gravel base, subdrainage, water line with quick couplers for maintenance and synthetic turf with infill. The turf will be a 46 oz fiber blend of monofilament and slit film at a 2.25 inch fiber height. Each individual field will have a longitudinal centerline high point sloping to each sideline at one half percent slope. The field design will also implement the use of "superfields" which combines two fields into one giant slab of turf. This allows for great flexibility for practice and tournament set up. It also allows for spectator / player separation placing teams in the middle area between the field markings with spectators on the outer edges when played at full size field dimensions. Ball netting is being shown behind the goals. For the full size dimensions, the total height of the net will be 24 feet. And for the smaller field set up the total net height is shown at 12 feet. A fence will be used at the base of this netting system to anchor it in place as well as keeping the netting off the ground surface for maintenance and player safety reasons. Where possible, the fencing is being shown at 3'-6" height for easier viewing by the spectator. New fencing is also being shown at the top of the slope on fields four through seven to contain balls from rolling down the steep hills.

New sports lighting will be added to all 8 fields. For Greenwood Championship Stadium, new LED fixtures are intended to be added to the existing poles. For the remainder of the fields, the poles and LED fixtures will be new and will be shared when between fields. Discussion and research with the adjacent airport are ongoing regarding the allowable heights for these new

poles. Illumination design for all of the fields is assumed to be an average of 50 footcandles. This is standard lighting quality for tournament style fields. Elevated illumination may be required by the Auxiliary Championship field and will be reflected in the next steps in the design process if necessary.

A flexible field is being shown on the east side of field 8 in this schematic design package. This field will be used for pick-up games, team warm up, practice, scheduled youth games, event / festival space, etc. The earlier masterplan showed this being on the west side of field 8. Several reasons created this change. The grade differential at the parking lot to the field does not allow direct access to this field on the west edge. A circuitous route is required to create an ADA accessible path. The eastern location offers a unified flexible open space for the upper and lower field experience. This seems even more important given that the upper field will pass by this location frequently as they enter the park or as they come down the hill to use the restroom, buy and enjoy concessions. The eastern location is also a very accessible spot with flat edges all around.

A new bleacher with a seating capacity of 250 is being shown on the southwest end of the Auxiliary Stadium field in the new spectator concourse. This will be an aluminum structure with fully enclosed treads and risers, elevated 3 feet above the field on the first row, including stairs on both ends and a ramp on the south end, sitting directly on a concrete slab. It is intended that in a future phase this bleacher would be duplicated and placed on the north side for a total capacity of 500 spectators. The existing portable bleachers currently utilized on fields 2 and 3 were analyzed and not in a condition to be reused for this project.

Hardscape

New concrete sidewalks, stairs and ramp walkways are shown on the site creating accessible connectivity to all fields. Additional pavement is being shown to create more fan friendly viewing locations for the fields as well. New entry plazas are being designed for both the East and West Cooper locations providing an exciting new arrival sequence for each side of the soccer complex.

Landscape

New landscaping will be minimal. A few new trees will be added where some future shade is desired or to help identify the new entry points. Shrub / groundcover beds are intended for the new entry areas and at the future grand pavilions at East and West Cooper. And of course, seed and sod will be placed to cover all disturbed areas of construction. Irrigation is not intended to be installed for this project. The new entry plaza at East Cooper has been positioned to take advantage of the mature landscape at that location.

Site Amenities

A new entry gate at both east and west Cooper is being shown. Ornamental fencing and gates are intended with potential for a colorful overhead canopy at the gates. For east Cooper, a small ticket booth will be placed in the entry plaza for purchase to gain access to either the Greenwood or Auxiliary Stadium field events.

A future grand pavilion is intended at the upper concourse of east Cooper, providing an iconic overlook as well as a flexible event or shade canopy experience. The design should be harmonious with the existing and new architecture colors and materials. The hardscape below this pavilion might include some upgraded materials such as pavers, colored concrete or a

special design score joint pattern. Power would be appropriate in this location for plug ins as well as up lighting the structure.

A future pavilion is also intended for west cooper at the midfield sideline area of field 8. This structure would also be intended to utilize common materials and colors existing and being proposed for the complex. This pavilion could cover portable seating, adding importance to this side of the soccer complex.

The existing restroom and concession area at west Cooper has a covered space that the new design intends to highlight and take to a new level of user experience. A new plaza will be attached to the north side and an open play area that could in the future be stocked with playground equipment and synthetic turf surfacing would be attached on the west edge. This new design area is hoped to add enjoyment to this portion of the site and be a feature for both the upper and lower fields at west Cooper.

Architectural

1. Two options are being explored for the exterior walls. One is single wyth cmu and filled with perlite. The second option is a cavity wall with 8" cmu on the interior and 4" cmu on the exterior. The two options are being explored due to the new and more restrictive 2018 energy code requirements.
2. Several roof slopes were explored. The hip roof is used throughout the complex. Since this building is to get a building addition as part of a future phase, the single slope roof is the ideal roof slope.
3. The exterior architectural elements are designed to complement the existing building, particularly the existing press box.
4. The interior walls are all cmu.
5. The storefront windows in locker rooms are located high on the wall and the glass will be translucent to allow light without visibility.

MEP

1. The plumbing fixtures will be energy efficient low flow.
2. The HVAC system will be "Dedicated Outside Air Unit with Energy Recovery". The exterior unit will be located on the ground on the south side of the building. A wall or fence will be provided to screen the unit. The unit is approximately 10'x4'x4'. This system is needed in order for the building to meet exhaust and cooling requirements.

Alt Option: A split system could be used if the building does not require air conditioning.

3. The mechanical room will house the water heater and the electrical panel. The electrical panel could be located in room or on outside of building.

Structural

1. The lower level floor is slab on grade. The main floor will be either slab on grade or concrete slab with metal deck over bar joists.
2. The foundation is typical spread footings.
3. For the lower level option. The north wall will be fully underground. The east and west walls will be approximately half exposed and half underground. The south wall will be fully exposed.
Alt Option: The north wall could be moved south to save costs depending on if rock is located in the area. The geo-technical report will clarify rock locations.
4. The exterior walls are load bearing cmu. There is an interior wall that runs the full length of building. It has the option to be load bearing is needed.
5. The roof is single sloped. The roof structure is either wood truss or bar joists.

Cooper Soccer Complex Schematic Design Narrative

March 2023

Olsson Project No. 022-06575

Cooper Soccer East Master Plan & Phase One Exhibit



Cooper Soccer
East Entry Area Sketch

ex. bleacher

New bleacher

New Concourse Walk.

50' range Fence

Sports Plaza

Grand Pavilion Overlook

Fence

Walkway

ex. stair

New stair

Phase Two

Phase One

TF. ex.

ex. R.P.

Entry Walk <5% slope

Tickets and Gate

Parking Lot

Drop off

Entry Plaza

Cooper East Soccer
Main Entry Study.
Feb. 10, 2023.

Olsson Studio

0 20 40

Page 3

Cooper Soccer
East Entry Area Sketch

ex. bleacher

New bleacher

New Concourse Walk.

50' range Fence

Sports Plaza

Grand Pavilion Overlook

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Walkway

ex. stair

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Main Entry Study.
Feb. 10, 2023.

Olsson Studio

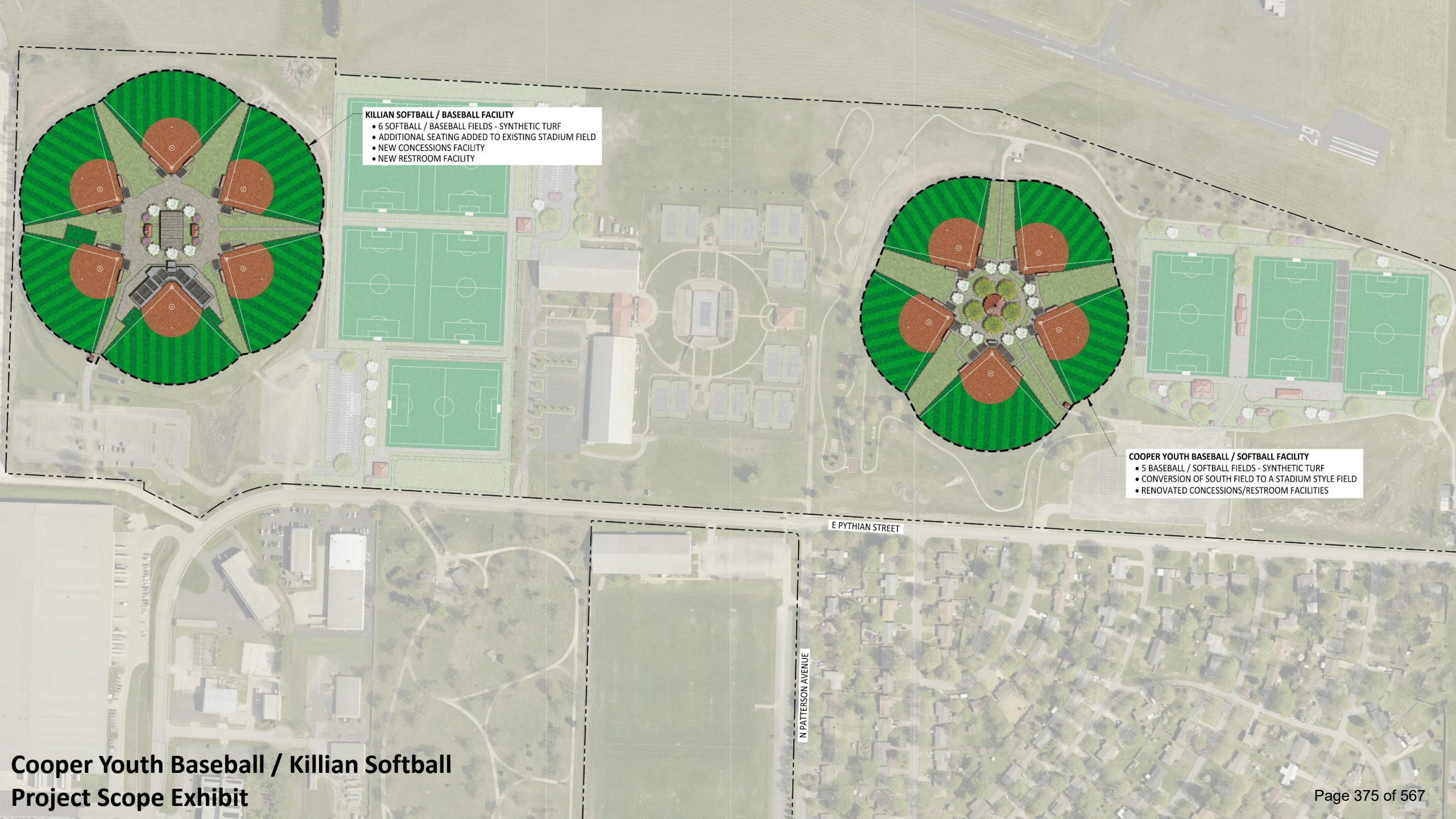
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Page 3

Cooper Soccer West Master Plan & Phase One Exhibit

Phase One





KILLIAN SOFTBALL / BASEBALL FACILITY

- 6 SOFTBALL / BASEBALL FIELDS - SYNTHETIC TURF
- ADDITIONAL SEATING ADDED TO EXISTING STADIUM FIELD
- NEW CONCESSIONS FACILITY
- NEW RESTROOM FACILITY

COOPER YOUTH BASEBALL / SOFTBALL FACILITY

- 5 BASEBALL / SOFTBALL FIELDS - SYNTHETIC TURF
- CONVERSION OF SOUTH FIELD TO A STADIUM STYLE FIELD
- RENOVATED CONCESSIONS/RESTROOM FACILITIES

E PYTHIAN STREET

N PATTERSON AVENUE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
006

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	16	80020	416020	103230	00000	\$ 13,500,000	State of Missouri, Dept of Economic Development Fund
44040	16	80020	416020	103230	00000	631,275	Springfield CVB Contribution - Park Project Fund
44040	16	80020	417020	103230	00000	5,000,000	Transfer to Parks Project Fund from the General Fund
Net Revenue Adjustment						\$ 19,131,275	

Expenditures:

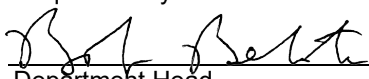
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	16	80020	509110	103230	00000	\$ 13,500,000	Improvements to parks/sports complex - State of MO fund
44040	16	80020	509110	103230	00000	\$ 5,631,275	Improvements to parks/sports complex - Parks Projects Fund
10110	09	14020	509910	000000	00000	5,000,000	Transfer from General Fund to Parks Project Fund
Net Expenditure Adjustment						\$ 24,131,275	

Fund Balance Appropriation:

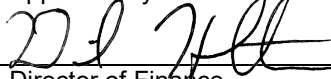
Fund	Title	Amount
10110	General Fund	\$ (5,000,000)

Explanation: To amend the FY2023-24 budget by appropriating funds from the State of Missouri, Department of Economic Development, Springfield Convention and Visitors Bureau, and the General Fund carryover for the maintenance and improvements of a park and sports complex. This project is intended for the Cooper soccer complex, the Cooper baseball complex, and Killian softball complex.

Requested By:

 8-01-2023
Department Head Date

Approved By:

 8-01-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-201
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-202 (HORTON)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Northrop Grumman Systems Corporation, for the purpose of installing and maintaining monitoring wells on public right-of-way near the site of the former Litton Systems property, generally located at 4811 West Kearney Street, to monitor groundwater conditions at no cost to the City.

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with Northrop Grumman Systems Corporation, to install and maintain three (3) locations, with up to two (2) monitoring wells at each location, on public right-of-way to monitor groundwater conditions at no cost to the City.

BACKGROUND INFORMATION: The purpose of the monitoring wells is part of an environmental investigation which is taking place on the former Litton Systems Inc. facility, located at 4811 West Kearney Street. The work is being performed in support of Northrop Grumman's on-going participation in the Missouri Department of Natural Resources Cooperative Program. The proposed monitoring wells will be located within the public right-of-way on North Westgate Avenue, in the roadway on either side of the centerline. The wells will be flush with the ground or pavement when completed to allow snow removal or other city activities.

REMARKS: The license agreement allows the contractor/consultant to install and maintain three (3) monitoring well locations in the public right-of-way in a location and in a manner approved by a designated representative of the Director of Public Works. The City has previously granted permission to install similar wells in other locations, and there is no cost to the City.

FINANCIAL: Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project.

Supports the following City Council Priorities:

- Quality of Place
- Public Safety

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 8/1/2023

- Attachments:**
1. Northrup Grumman Monitoring Wells_ord
 2. Northrup Grumman Monitoring Wells_ExA-7.28

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 08-01-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-202

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a license agreement
2 with Northrop Grumman Systems Corporation, for the purpose of
3 installing and maintaining monitoring wells on public right-of-way near
4 the site of the former Litton Systems property, generally located at
5 4811 West Kearney Street, to monitor groundwater conditions at no
6 cost to the City.
7 _____
8

9 WHEREAS, an environmental investigation is being conducted at the former
10 Litton Systems property generally located at 4811 West Kearney Street; and
11

12 WHEREAS, this investigation is being conducted with oversight from the Missouri
13 Department of Natural Resources; and
14

15 WHEREAS, part of said environmental investigation is the installation and
16 maintenance of monitoring wells at three locations along North Westgate Avenue; and
17

18 WHEREAS, Northrop Grumman Systems Corporation requires the permission of
19 the City to install and maintain monitoring wells in the City right-of-way; and
20

21 WHEREAS, said agreement is at no cost to the City.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
27 a license agreement with Northrop Grumman Systems Corporation, said agreement to
28 be approved by the City Attorney, and be substantially similar to the document attached
29 hereto and incorporated herein by this reference as "Exhibit 1."
30

31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.
33

34 Passed at meeting: _____

35

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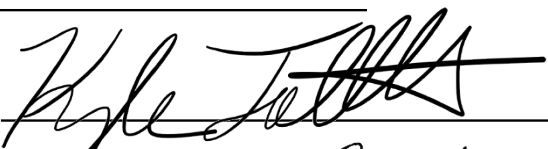
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47

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

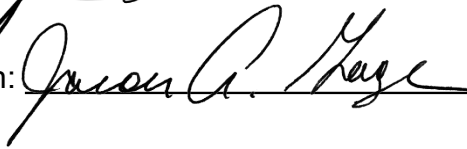
Approved for Council action:  _____, City Manager

EXHIBIT 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) LICENSEE (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		LICENSEE	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE: 417- 864-1940 ATTN: BRUCE GORMAN DEPT: PUBLIC WORKS, TRAFFIC OPERATIONS		NORTHROP GRUMMAN SYSTEMS CORPORATION 2980 FAIRVIEW PARK DRIVE FALLS CHURCH, VIRGINIA 22042-4511 PHONE: (410) 765-9143 ATTN: JOHN KEHS EMAIL: JOHN.KEHS@NGC.COM	

LICENSE AGREEMENT FOR MONITORING WELLS

This License Agreement, made and entered into this ____ day of _____, 20 __, by and between Northrop Grumman Systems Corporation, a Delaware corporation (hereinafter "Licensee") and the City of Springfield, Missouri, a municipal corporation, (hereinafter "City").

WITNESSETH:

Whereas, the City of Springfield, Missouri, is the owner of certain street rights-of-way located on N. Westgate Ave, between 2650 N. Westgate Ave. and 2055 N. Westgate Ave, in Springfield, Missouri, and

Whereas, Licensee is a Delaware corporation in good standing, with its principal offices at 2980 Fairview Park Drive, Falls Church, Virginia 22042-4511, and

Whereas, Licensee is an aerospace and defense technology company that subcontracts with an environmental consulting firm which provides sampling and analysis services in connection with environmental investigations and remediations, and

Whereas, Licensee has retained its subcontractor for the purpose of performing site characterization studies, and

Whereas, the Missouri Department of Natural Resources has requested a system of monitoring wells be installed in an area which includes the City property and Licensee is having its subcontractor perform such work,

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the City and Licensee, as follows:

1. License to Install and Maintain Groundwater Monitor Wells. City hereby grants to Licensee, its subcontractors, employees and agents, a license to enter upon City property for the purpose of installing, testing, repair and maintenance of three groundwater monitor wells in connection with its environmental site characterization study, said monitoring wells to be installed as near as feasible to the location shown on **Exhibit A**, which is attached hereto and incorporated by reference. This license shall commence on the date of the execution of this agreement and shall continue until terminated by either party. Upon termination, all well equipment shall be removed, the wells properly capped and covered by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.

2. Location of Monitoring Wells. The monitoring wells' location(s) selected by Licensee shall be approved by a designated representative of the City's Department of Public Works prior to installation, who may regulate the time of the work and may require the work to be stopped at any time, in his discretion. Licensee, however, shall have full responsibility for the location of the monitoring wells installed. Installation and removal of the wells shall be undertaken pursuant to an excavation permit from the Director of Public Works, subject to the requirements of the applicable City ordinances. Licensee shall conduct its activities so

as to minimize any damage to City property and interference with the movement of motor vehicles in the areas where the monitoring wells are installed. Adequate guards and warning signs or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices will be provided by Licensee during construction. The monitoring wells shall not be installed below a depth of thirty (30) feet without express approval of the City and compliance with applicable City ordinances. The monitoring wells shall be protected by metal covers flush with grade and the wells shall be constructed below ground level upon completion. Casings shall contain a locking device to prevent unauthorized access to the wells. No subsurface water drawn from the wells shall be stored on City premises.

3. Liability and Indemnity. The parties mutually agree to the following:

a. In no event shall the City be liable to the Licensee for special, indirect, or consequential damages, except those caused by the City's negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Licensee shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Licensee or its subcontractor arising out of their work on the City's property or right-of-way, provided however, Licensee shall have no indemnity obligation under this section where such claims or damages arise out of the City's or its employees', contractors', agents', or representatives' negligence or willful misconduct.

c. The Licensee shall indemnify and hold the City harmless from all wages or overtime compensation due Licensee's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

4. Insurance. Without limiting any of the other obligations or liabilities of the Licensee, the Licensee and its subcontractor 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 specified below. 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 Licensee to maintain such insurance coverage at all times during the term of the Contract. Failure of the Licensee to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Contract. Licensee shall require any and all subcontractors with whom it enters into a contract to perform work under this License 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.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Licensee. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: 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 Contractual Liability and Independent Licensees Liability. 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. Licensee 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 attorney fees of Licensee, its employees, officers, or agents. Licensee 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.

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. Licensee agrees to cause its insurer to name City as an additional insured on such insurance policy.

5. Conformity with Environmental Regulations. Licensee shall not cause or create any environmental hazards on the property, nor violate any other governmental laws or regulations which may be applicable to its activities on the premises and shall obtain any and all licenses, permits or consents which may be required for its activities on the premises. Licensee shall insure that its activities do not interfere, directly or indirectly, with any City operations. Licensee shall insure that any subcontractor shall comply with the requirements of this paragraph.

6. Restoration of Premises. Licensee will, at its own expense, promptly upon completion of the work, reasonably restore the premises to their pre-existing condition and to the reasonable satisfaction of the Department of Public Works.

7. Change in Grade. If the City changes the grade of the row, or changes the location of the street surface, improvements, structures or appurtenances located thereon during the term of the license, or any extensions thereof, thereby necessitating work on or relocation of the well, such work or relocation shall be at Licensee's sole cost and expense.

8. Compensation. No compensation will be payable from the City to Licensee, nor will Licensee be required to pay to City any rent or other fee for entry upon City premises, in accordance with this agreement.

9. 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 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. Licensee covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Licensee further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Licensee.

10. Discrimination. The Licensee 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 Licensee 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 Licensee 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 Licensees and subcontractors to employ and advance in employment qualified protected veterans.

b. This Licensee 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 Licensees and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. Assignment. The Licensee 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 Licensee 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. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, 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 Contract.

12. Applicable Law. Licensee agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Licensee affirmatively states that payment of all local, state, and federal taxes and assessments issued to Licensee in connection with the work contemplated under this License Agreement has been made in full.

13. Notices and Communications.

a. Routine Communications. Points of contacts for the respective parties for the purpose of routine communication during the field work are shown above.

b. All notices, statements or other communications required or permitted hereinunder (other than Routine Communications) shall be in writing (contain a reference to this Agreement with the date thereof, name the parties thereto; and contain the address of the Property or applicable portion thereof) and be given by a reputable overnight courier service, or by first class mail, return receipt requested, postage prepaid, addressed to City or Licensee at the addresses shown above, and if to Licensee, with copies to:

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attn: Law Department- Real Estate Notices

and

Northrop Grumman Systems Corporation
One Space Park Drive, M/S: D2
Redondo Beach, California 90278
Attn: Corporate Real Estate- Legal Notices

Delivery of any notice shall be deemed given upon actual receipt (or refusal) with proof of delivery.

14. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

15. Entire Agreement. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

REVIEWED FOR APPROVAL

Director of Public Works or Acting Director

APPROVED AS TO FORM

City Attorney or designee

Northrop Grumman Systems Corporation:

By: _____

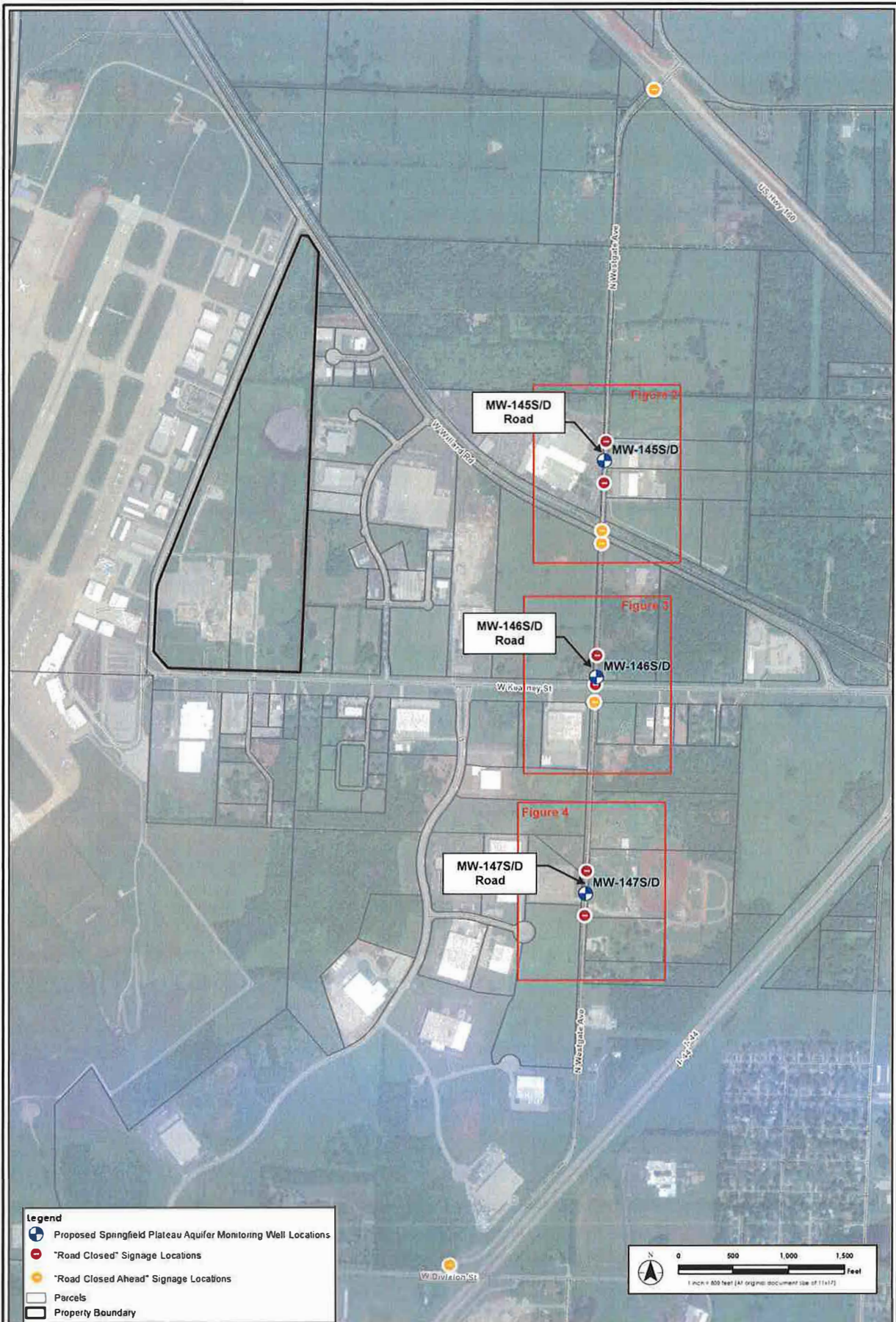
Name & Title: _____

Date: _____

CITY OF SPRINGFIELD, MISSOURI

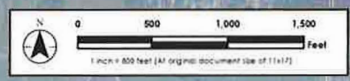
By: _____
City Manager or designee

Exhibit A



Legend

- Proposed Springfield Plateau Aquifer Monitoring Well Locations
- "Road Closed" Signage Locations
- "Road Closed Ahead" Signage Locations
- Parcels
- Property Boundary



Stantec
 2335 HIGHWAY 36 WEST
 ST. PAUL, MINNESOTA 55113
 PHONE: (651) 636-4580 FAX: (651) 636-4500

FOR: FORMER LITTON FACILITY
 SPRINGFIELD, MO

JOB NUMBER: 193708388 DRAWN BY: TH

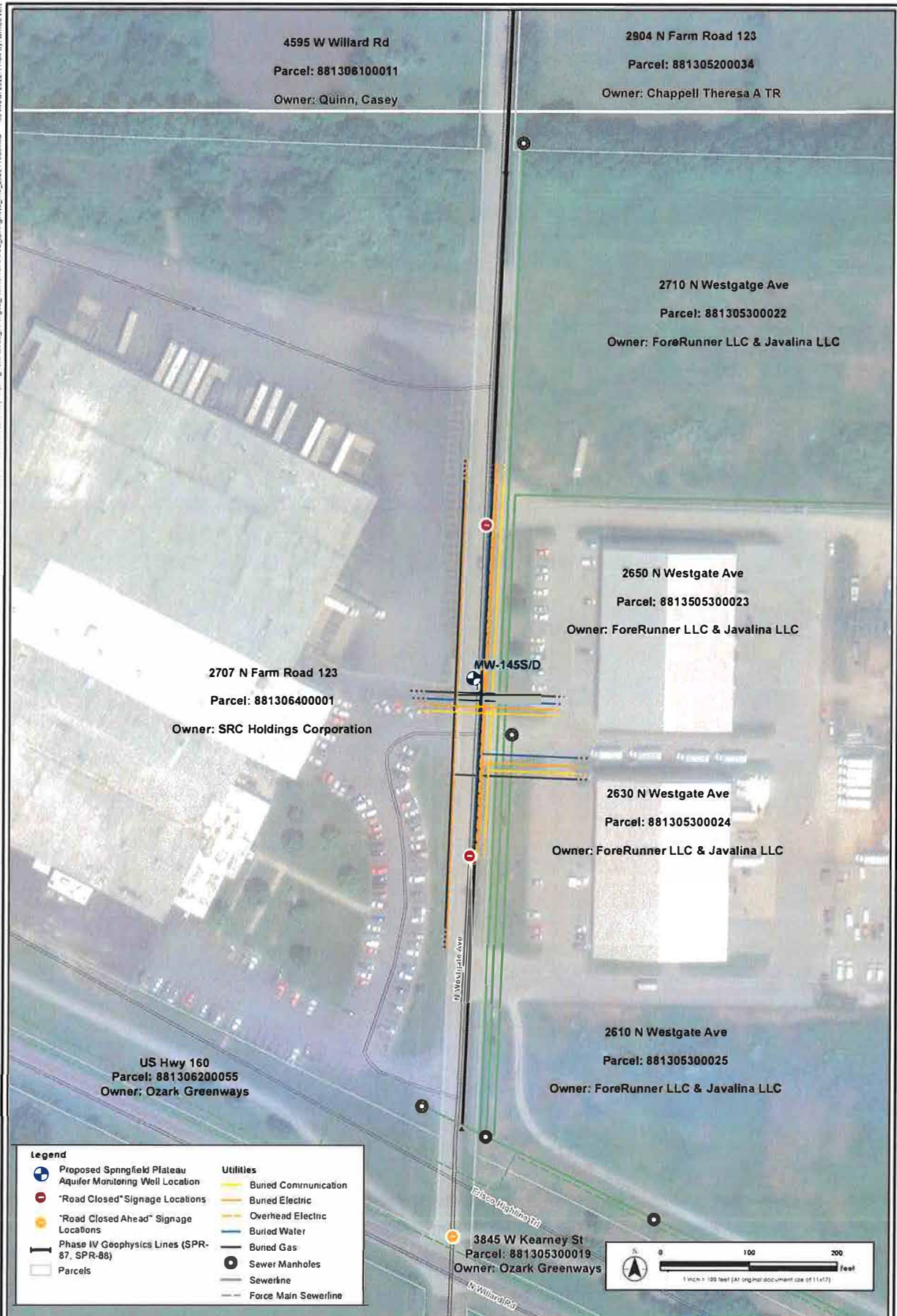
**PROPOSED MONITORING WELL
 LOCATIONS ON WESTGATE AVE**

CHECKED BY: AR APPROVED BY: CM

FIGURE: 1

DATE: 11/04/22

C:\Users\lance\OneDrive - Stantec\Desktop\Springfield\2022\111622\NorthWorkArea_Springfield.mxd, 2022/11/04 10:01 AM
 Revised: 2022/11/04 By: lnceven



FOR: FORMER LITTON FACILITY
SPRINGFIELD, MO

JOB NUMBER: 193708388 DRAWN BY: TH

PROPOSED MONITORING WELL
LOCATIONS ON WESTGATE AVE
NORTH WORK AREA (MW-145S/D)

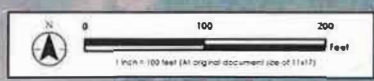
CHECKED BY: AR APPROVED BY: CM

FIGURE: 2

DATE: 11/04/22



- Legend**
- Proposed Springfield Plateau Aquifer Monitoring Well Location
 - "Road Closed" Signage Locations
 - Phase IV Geophysics Lines (SPR-76, SPR-92)
 - Parcels
 - Buried Communication
 - Buried Electric
 - Overhead Electric
 - Buried Water
 - Buried Gas
 - Sewer Manholes
 - Sewerline
 - Force Main Sewerline



2335 HIGHWAY 36 WEST
ST. PAUL, MINNESOTA 55113
PHONE: (651) 636-4000 FAX: (651) 636-4000

FOR: FORMER LITTON FACILITY
SPRINGFIELD, MO

JOB NUMBER: 193708388

DRAWN BY: TH

PROPOSED MONITORING WELL
LOCATIONS ON WESTGATE AVE
CENTRAL WORK AREA (MW-146S/D)

CHECKED BY: AR

APPROVED BY: CM

FIGURE: 3
DATE: 11/04/22

C:\Users\lanceven\OneDrive - Stantec\Desktop\Springfield\2022_11\Map_SouthWestArea_Springfield_mxd_2022_103.mxd
 Revised: 2022-11-04 by lanceven



2235 HIGHWAY 36 WEST
 ST. PAUL, MINNESOTA 55113
 PHONE: (651) 436-4600 FAX: (651) 435-7600

FOR:
 FORMER LITON FACILITY
 SPRINGFIELD, MO

JOB NUMBER
 193708388

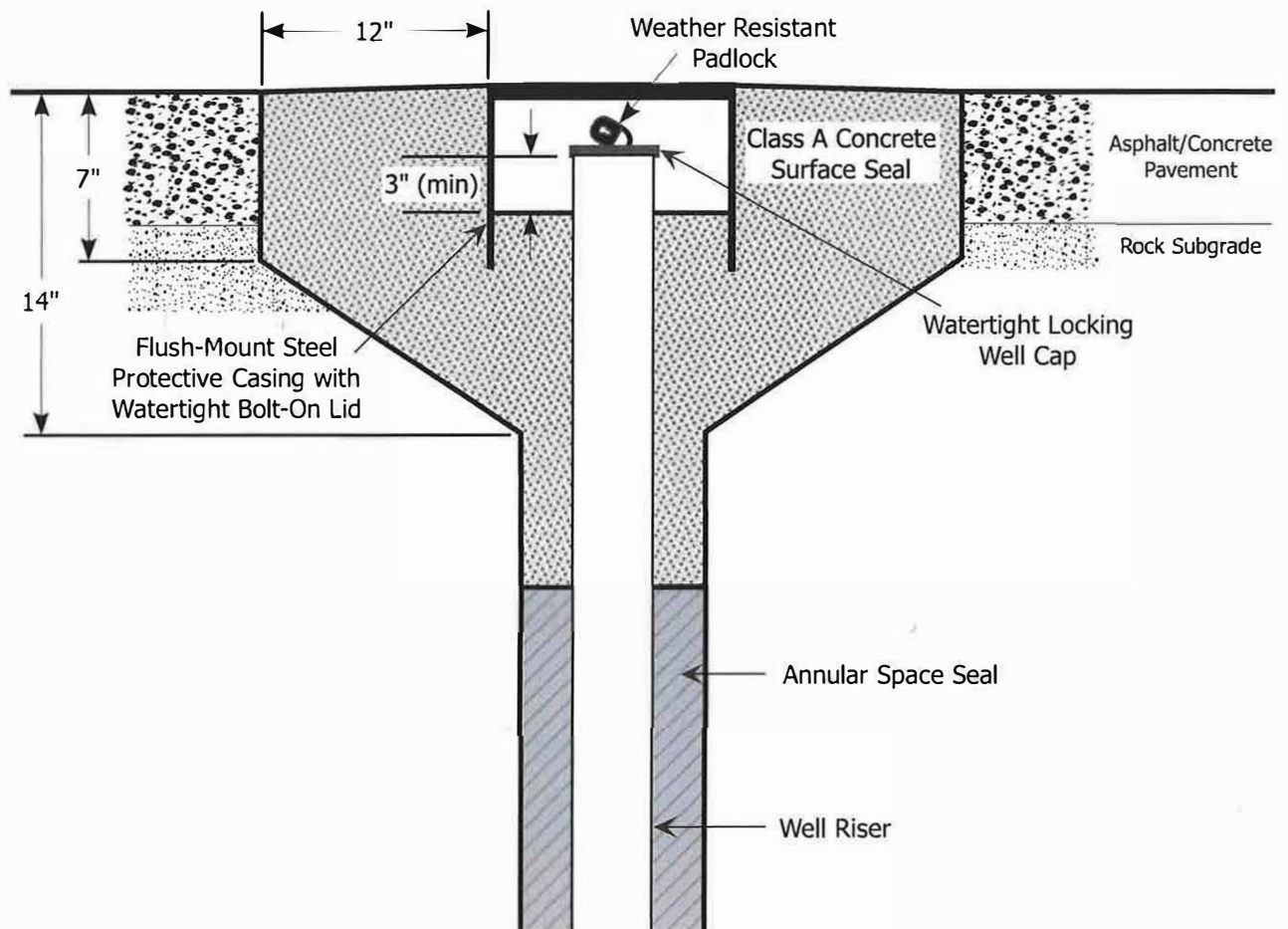
DRAWN BY:
 TH

PROPOSED MONITORING WELL
 LOCATIONS ON WESTGATE AVE
 SOUTH WORK AREA (MW-147S/D)

CHECKED BY:
 AR

APPROVED BY:
 CM

FIGURE:
 4
 DATE:
 11/04/22



NOT TO SCALE

NOTES:

1. The wellhead is completed below the surface grade.
2. Drainage around the well must be maintained so that no ponding of water will occur around the wellhead.
3. The protective casing must be a traffic-rated, water-tight structure that can withstand the maximum traffic loads anticipated for the site.
4. Padlock to be provided by others.

Well Construction Diagram for Monitoring Well in Paved Roadway



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN107993899-NGC-GAW-23-24 MS	INSURER(S) AFFORDING COVERAGE	
INSURED Northrop Grumman Corporation Its Divisions and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042	INSURER A : National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER B : AIU Insurance Co	19399
	INSURER C : Insurance Company Of The State Of Pennsylvania	19429
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006952727-03 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		9584153	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY		7281113 (AOS)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000
B	☒ ANY AUTO		7281105 (MA)	01/01/2023	01/01/2024	BODILY INJURY (Per person) \$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		7281106 (VA)	01/01/2023	01/01/2024	BODILY INJURY (Per accident) \$
A	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		7281110 (AOS) BDS	01/01/2023	01/01/2024	PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		080880528 (AOS)	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N	N/A	080880526 (CA)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$ 2,000,000
B	(Mandatory in NH)		080880532 (MA/ MN/ NJ/ WI)	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below		080880533 (VA)	01/01/2023	01/01/2024	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured (except workers compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Springfield Busch Municipal Building, 840 Boonville Avenue Springfield, MO 65802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>

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EXPLANATION TO COUNCIL BILL 2023-203 (HOSMER)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the issuance of not to exceed \$4,877,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 of the City of Springfield, Missouri, for the purpose of extending and improving the City’s sewerage system; amending the Fiscal Year 2023-2024 budget of the City in the amount of \$6,377,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

PURPOSE: Authorizing the issuance of not to exceed \$4,877,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 of the City of Springfield, Missouri, for the purpose of extending and improving the City’s sewerage system; amending the Fiscal Year 2023-2024 budget of the City in the amount of \$6,377,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

BACKGROUND INFORMATION: Resolution 10551, passed February 22, 2021, authorized the City Manager, or his designee, to apply for State Revolving Fund (“SRF”) loans up to \$5,000,000 from the Missouri Department of Natural Resources (“MDNR”), for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgement and approved Supplemental Overflow Control Plan (“OCP”).

The SRF loan program is administered by MDNR and provides low-interest loans to municipalities for wastewater infrastructure projects. It is a competitive selection process based on evaluation of applications.

The City has been notified that they have been awarded an SRF loan, which will provide the City with a source of low-interest funds to complete projects that were identified in the Supplemental OCP approved by City Council in Special Ordinance 27480, April 5, 2021.

The loan will be repaid through sewer rate fee collection. Provisions for repayment of loans and bonds were incorporated and anticipated in the establishment of the current sewer rate structure.



The City was also awarded a \$1,500,000 Water Quality Incentive grant in conjunction with the SRF loan to help fund the projects.

Projects to be completed with these funds include the Group 6 Public Sewer Rehabilitation Project, authorized by Council Bill 2023-162. This project will enhance the City's wastewater collection system to further minimize capacity-related sewer overflows which occur in response to heavy rains. These projects are required according to the terms of the City's Second Amended Consent Judgment.

A budget adjustment of \$6,377,000 is requested to appropriate the SRF loan and grant proceeds for funding the projects noted above and any related issuance or other financing costs.

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

Submitted By: Ron Petering, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. Special Obligation Bonds-Ord
 2. Exhibit A - Form of Bond
 3. Exhibit B - Mandatory Sinking Fund Redemption Schedule
 4. Exhibit C-Purchase Agreement
 5. Exhibit D- Escrow Agreement
 6. Exhibit E - Grant Agreement
 7. Exhibit E-Attachment 1 & 2
 8. Exhibit F - BA

COUNCIL BILL _____

SPECIAL ORDINANCE _____

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED _____

AUTHORIZING:

NOT TO EXCEED \$4,877,000

SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2023

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- Exhibit A. Form of Bond
- Exhibit B. Mandatory Sinking Fund Redemption Schedule
- Exhibit C. Purchase Agreement
- Exhibit D. Escrow Agreement
- Exhibit E. Grant Agreement
- Exhibit F. Budget Adjustment No. 011

One-rdg. _____
P. Hrngs. _____
Pages 138
Filed 08-01-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

Council Bill 2023-203

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the issuance of not to exceed \$4,877,000 principal amount of
2 Special Obligation Bonds (State of Missouri – Direct Loan Program)
3 Series 2023 of the City of Springfield, Missouri, for the purpose of
4 extending and improving the City’s sewerage system; amending the
5 Fiscal Year 2023-2024 budget of the City in the amount of
6 \$6,377,000; prescribing the form and details of the bonds and the
7 agreements made by the City to facilitate and protect their
8 payment; and prescribing other related matters; and declaring an
9 emergency.
10 _____
11

12 WHEREAS, the City of Springfield, Missouri (the “City”), is a constitutional home-
13 rule charter city organized and existing under the Constitution and laws of the State of
14 Missouri and the City’s Charter; and
15

16 WHEREAS, the City now owns and operates a revenue producing sewerage
17 system, serving the City, its inhabitants and others within its service area, including
18 connected and related appurtenances and facilities and extensions, improvements,
19 additions and enlargements made or acquired by the City after the date of this
20 Ordinance (the “System”); and
21

22 WHEREAS, the City desires to construct certain improvements to the System
23 (the “Project”), such improvements to be financed by the issuance by the City pursuant
24 to this Ordinance of its Special Obligation Bonds (State of Missouri – Direct Loan
25 Program) Series 2023 (the “Bonds”) in the maximum principal amount of \$4,877,000
26 (the “Maximum Principal Amount”); and
27

28 WHEREAS, to provide for the most cost-effective financing of the Project, the
29 City desires to participate in the State of Missouri Direct Loan Program (the “Direct Loan

Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”); and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri (collectively, the “Act”) to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System, with the principal of and interest on said bonds payable solely from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues (as defined below) following all required payments and deposits related to System Revenue Bonds (as defined below); and

WHEREAS, the City Council (the “Governing Body”) of the City has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate have been accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost being not less than the Maximum Principal Amount plus the initial maximum amount of the Grant (defined below) (\$1,500,000) as described in the Grant Agreement (defined below); and

WHEREAS, by Special Ordinance 24787 adopted on May 4, 2005 (the “Series 2005 Bond Ordinance”), the City has issued its Special Obligation Bonds (State Revolving Fund Program) Series 2005 (the “Series 2005 Bonds”), in the original principal amount of \$7,110,000, of which \$1,575,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance 25156 adopted on March 26, 2007 (the “Series 2007 Bond Ordinance”), the City has issued its Special Obligation Bonds (State Revolving Fund Program) Series 2007 (the “Series 2007 Bonds”), in the original principal amount of \$7,855,000, of which \$2,630,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance 25707 adopted on January 11, 2010 (the “Series 2010 Bond Ordinance”), the City has issued its Special Obligation Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (the “Series 2010 Bonds”), in the original principal amount of not to exceed \$13,000,000, of which \$13,000,000 was finally issued and \$5,244,100 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance 26567 adopted on May 11, 2015 and a Trust Indenture dated as of May 1, 2015 between the City and BOKF, N.A., as trustee (collectively, the “Series 2015 Bond Ordinance”), the City has issued its Special Obligation Bonds (Sewer System Improvement Project) Series 2015 (the “Series 2015 Bonds”), in the original principal amount of \$43,140,000, of which \$30,270,000 remains outstanding as of the date of adoption of this Ordinance; and

76 WHEREAS, by Special Ordinance 27466 adopted on February 22, 2021 (the
77 "Series 2021 Bond Ordinance"), the City has issued its Special Obligation Bonds (State
78 of Missouri – Direct Loan Program) Series 2021 (the "Series 2021 Bonds"), in the
79 original principal amount of not to exceed \$15,010,000, of which \$8,332,766.90 of voted
80 authorization is considered to have been issued and \$6,999,766.90 is outstanding as of
81 the date of adoption of this Ordinance because Completion of Funding (within the
82 meaning of the Series 2021 Bond Ordinance) has not been filed by the City with DNR;
83 and
84

85 WHEREAS, by Special Ordinance 27608 adopted on November 29, 2021 and a
86 Trust Indenture dated as of January 1, 2022 between the City and BOKF, N.A., as
87 trustee (collectively, the "Series 2022 Bond Ordinance" and together with the Series
88 2005 Bond Ordinance, the Series 2007 Bond Ordinance, the Series 2010 Bond
89 Ordinance, the Series 2015 Bond Ordinance and the Series 2021 Bond Ordinance, the
90 "Outstanding System Special Obligation Bond Ordinance"), the City has issued its
91 Special Obligation Refunding Bonds, Series 2022 (the "Series 2022 Bonds" and
92 together with the Series 2005 Bonds, the Series 2007 Bonds, the Series 2010 Bonds,
93 the Series 2015 Bonds and the Series 2021 Bonds, the "Outstanding System Special
94 Obligation Bonds"), in the original principal amount of \$14,290,000, of which
95 \$13,190,000 remains outstanding as of the date of adoption of this Ordinance; and
96

97 WHEREAS, under the provisions of the Outstanding System Special Obligation
98 Bond Ordinance, the City may issue additional System Special Obligation Bonds (as
99 defined below) only if certain conditions are met; and
100

101 WHEREAS, there are currently no System Revenue Bonds outstanding; and
102

103 WHEREAS, it is hereby found and determined that it is necessary and advisable
104 and in the best interest of the City and its inhabitants that special obligation bonds be
105 issued and secured in the form and manner provided in this Ordinance and be sold to
106 DNR under the Direct Loan Program, and to provide the remainder of costs of extending
107 and improving the System that may be required from subsequent issues of bonds,
108 grants or funds of the City otherwise available.
109

110 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
111 SPRINGFIELD, AS FOLLOWS:
112

113 ARTICLE I

114
115 DEFINITIONS

116
117 Section 101 – Definition of Words and Terms. Capitalized words and terms not
118 otherwise defined in this Ordinance have the meanings set forth in the Purchase
119 Agreement and the Escrow Agreement (each as defined below). In addition to the
120 foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance,
121 capitalized words and terms have the following meanings in this Ordinance:

122
123 “Administrative Expense Fund” means the fund designated as such and
124 established by Section 4 of the Escrow Agreement. The Administrative Expense Fund
125 does not constitute part of the Direct Loan Program.

126
127 “Administrative Fee” means the semiannual administrative fee of DNR equal to
128 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative
129 Fee Calculation Date (including the final maturity date of the Bonds), payable to the
130 Paying Agent within 30 days after the City’s receipt of a statement from the Paying
131 Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR
132 as described in Section 9 of the Escrow Agreement.

133
134 “Administrative Fee Calculation Date” means the Business Day preceding each
135 Principal Payment Date.

136
137 “Authority” means the State Environmental Improvement and Energy Resources
138 Authority, a body corporate and politic and a governmental instrumentality of the State.

139
140 “Authority Program Bonds” means any bonds of the Authority issued under the
141 SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City
142 pursuant to the SRF Leveraged Program.

143
144 “Authorized Representative” means the representative of the City designated as
145 such by the City in accordance with the Regulations.

146
147 “BABs Interest Subsidy Payments” means any payments to be received by the
148 City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of
149 the Internal Revenue Code of 1986, as amended, in connection with the payments of
150 interest on System Revenue Bonds.

151
152 “Bond Debt Service” means the amount of the principal of and interest due on the
153 Bonds on the date of calculation required in this Ordinance.

154
155 “Bond Register” means the books for the registration, transfer and exchange of
156 Bonds kept at the office of the Paying Agent.

158 “Bonds” means the Special Obligation Bonds (State of Missouri – Direct Loan
159 Program) Series 2023, authorized and issued under this Ordinance.

160
161 “Closing Date” means the date of the initial issuance and delivery of the Bonds.

162
163 “Construction Fund” means the Construction Fund established by Section 4 of
164 the Escrow Agreement.

165
166 “Consultant” means the Consulting Engineer, a registered municipal advisor, an
167 independent certified public accountant or a firm of independent certified public
168 accountants.

169
170 “Consulting Engineer” means each independent engineer or engineering firm
171 with experience in designing and constructing wastewater treatment, sanitary sewerage,
172 water pollution control facilities and retained by the City.

173
174 “Cumulative Principal Amount Outstanding” means the sum of (a) the purchase
175 price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in
176 accordance with the Purchase Agreement and deposited into the funds pursuant to
177 Section 403, plus (b) each additional Purchase Price Installment, as notated on the
178 Bonds by the Paying Agent, less (c) the principal amount redeemed pursuant to
179 Article III.

180
181 “Current Expenses” means all reasonable and necessary expenses of
182 ownership, operation, maintenance and repair of the System and keeping the System in
183 good repair and working order, determined in accordance with accounting principles
184 generally accepted in the United States of America, including current maintenance
185 charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of
186 materials and supplies, Administrative Fee, paying agent fees and expenses, annual
187 audits, periodic Consultant’s reports, properly allocated share of charges for insurance,
188 the cost of purchased water, gas and power, obligations (other than for borrowed
189 money or for rents payable under financing leases) incurred in the ordinary course of
190 business, liabilities incurred by endorsement for collection or deposit of checks or drafts
191 received in the ordinary course of business, short-term obligations incurred and payable
192 within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant
193 to a true or operating lease) equipment, fixtures, inventory or other personal property,
194 and all other expenses incident to the ownership and operation of the System, but
195 excluding interest paid on, and swap, hedge or other interest-like payments made with
196 respect to, System Revenue Bonds and System Special Obligation Bonds, depreciation,
197 amortization and other noncash charges (including payments into the Depreciation and
198 Replacement Account), and all general administrative expenses of the City not related
199 to the operation of the System.

200
201 “Debt Service Fund” means the Debt Service Fund established by Section 4 of
202 the Escrow Agreement.

205 “Defeasance Securities” means:

206 (a) Federal Securities;

207 (b) obligations of the Resolution Funding Corporation or any
208 successor, but only if the use of the obligations to pay and discharge Bonds
209 pursuant to Article X will cause the discharged Bonds to be rated in the highest
210 long-term category by the Rating Agency; or
211

212 (c) obligations of any state of the United States of America or of any
213 agency, instrumentality or local government unit of any state that:

214 (i) are not callable at the option of the obligor prior to maturity
215 or for which irrevocable instructions have been given by the obligor to call
216 on the date specified in the instructions, and

217 (ii) are fully secured as to principal, redemption premium and
218 interest by a fund, consisting of cash or Federal Securities, that:

219 (A) may be applied only to the payment of principal,
220 redemption premium and interest on the obligations, and

221 (B) is sufficient, as verified by an independent certified
222 public accountant, to pay the principal, redemption premium and
223 interest on the obligations.
224

225 “Depreciation and Replacement Account” means the fund or account designated
226 as such and created or ratified by Section 401.
227

228 “Escrow Agreement” means the Escrow Trust Agreement between the City and
229 the Paying Agent, as supplemented, modified or amended in accordance with its terms,
230 related to the Bonds.
231

232 “Federal Securities” means any direct obligation of, or obligation the timely
233 payment of the principal of and interest on which is unconditionally guaranteed by, the
234 United States of America and backed by its full faith and credit.
235

236 “Funds Transfer Method” means electronic transfer in immediately available
237 funds, automated clearing house (ACH) funds, or other method approved by DNR at the
238 written request of the City with written notice to the Paying Agent.
239

240 “Grant” means the Grant made by DNR to the City pursuant to the Grant
241 Agreement, in the maximum amount of \$1,500,000 (or such higher amount as may be
242 approved by the Commission and DNR), funded in installments.
243
244
245
246
247
248
249

250 “Grant Agreement” means the Financial Assistance Agreement dated on or prior
251 to the Closing Date, between the City and DNR, together with all related attachments,
252 as supplemented, modified or amended by the City and DNR.
253

254 “Interest Payment Date” means each January 1 and July 1, commencing January
255 1, 2024.
256

257 “Interest Rate” means the annual rate equal to 30% of the Revenue Bond Index
258 as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to
259 the nearest 0.01%.
260

261 “Investment Securities” means any securities or investments that are legal for the
262 investment of funds of the City at the time of purchase.
263

264 “Net Revenues” means Revenues less Current Expenses.
265

266 “Operation and Maintenance Account” means the fund or account designated as
267 such and created or ratified by Section 401.
268

269 “Ordinance” means this Ordinance as from time to time amended in accordance
270 with its terms.
271

272 “Outstanding” means, as of the date of determination, all Bonds issued and
273 delivered under this Ordinance, except:
274

275 (1) Bonds canceled by the Paying Agent or delivered to the Paying
276 Agent for cancellation;
277

278 (2) Bonds for the payment of the principal or redemption price of and
279 interest on which money or Defeasance Securities are held under Section 1001;
280

281 (3) Bonds in exchange for which, or in lieu of which, other Bonds have
282 been registered and delivered pursuant to this Ordinance; and
283

284 (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under
285 Section 208.
286

287 “Owner” means DNR or any assignee, successor or transferee of DNR under the
288 Direct Loan Program or the SRF Leveraged Program.
289

290 “Paying Agent” means UMB Bank, N.A., the paying agent and escrow agent, and
291 its successors and assigns acting at any time as Paying Agent and Escrow Agent under
292 this Ordinance and the Escrow Agreement.
293

294 “Principal Payment Date” means each January 1 and July 1, commencing July 1,
295 2024, and any date on which the Bonds are optionally redeemed in accordance with
296 Section 301.
297

298 “Purchase Agreement” means the Purchase Agreement between the City and
299 DNR, as supplemented, modified or amended in accordance with its terms, related to
300 the Bonds.
301

302 “Purchase Price Installment” means the amount paid by DNR from time to time in
303 accordance with Section 3.3 of the Purchase Agreement and deposited in the
304 Construction Fund or otherwise in accordance with Section 403.
305

306 “Quarterly Payment Date” means each March 15, June 15, September 15 and
307 December 15, commencing September 15, 2023.
308

309 “Rating Agency” means Moody’s Investors Service, Inc. or S&P Global Ratings, a
310 division of S&P Global Inc., and their respective successors.
311

312 “Record Date” means the 25th day (whether or not a Business Day) of the
313 calendar month next preceding the applicable Interest Payment Date.
314

315 “Repayment Fund” means the fund designated as such and established by
316 Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of
317 the Direct Loan Program.
318

319 “Revenue Fund” means the fund or account designated as such and created or
320 ratified by Section 401.
321

322 “Revenues” means all income and revenues derived by the City from the System,
323 including investment and rental income, net proceeds from business interruption
324 insurance, sales tax revenues and/or other moneys that have been annually
325 appropriated by the City or that are limited solely to the payment of improvements to or
326 expenses of the System, and any amounts deposited in escrow in connection with the
327 acquisition, construction, remodeling, renovation and equipping of facilities to be applied
328 during the period of determination to pay interest on System Revenue Bonds and
329 System Special Obligation Bonds, but excluding any profits or losses on the early
330 extinguishment of debt or on the sale or other disposition of investments or fixed or
331 capital assets not in the ordinary course of business.
332

333 “SRF Leveraged Program” means the Missouri Leveraged State Drinking Water
334 Revolving Fund Program and the Missouri Leveraged State Water Pollution Control
335 Revolving Fund Program.
336

337 “SRF Leveraged Program Bonds” means any bonds of the City issued in
338 connection with the City’s participation in the SRF Leveraged Program.
339

340 “SRF Subsidy” means the amount of investment earnings that will accrue on the
341 Reserve Account during each Fiscal Year (taking into account scheduled transfers from
342 the Reserve Account that will occur upon the payment of principal on Authority Program
343 Bonds and assuming that the construction for the applicable project has been
344 completed), if the balance in the Reserve Account is equal to the Reserve Percentage
345 of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve
346 Account is invested in an investment agreement at a fixed rate during the calculation
347 period and earnings are reduced by the Administrative Fee payable to DNR.
348 “Administrative Fee,” “Reserve Account” and “Reserve Percentage” as used in this
349 definition have the respective meanings set forth in the bond indentures for the
350 applicable Authority Program Bonds.

351
352 “State” means the State of Missouri.

353
354 “Stated Maturity” means July 1, 2043, the final maturity date of the Bonds;
355 provided, however, that such date shall be subject to change pursuant to Section 302
356 hereof and Section 3.4 of the Purchase Agreement.

357
358 “Subsidy Payments” means funds received (or with respect to Section
359 801(a)(2)(B) funds that are reasonably expected to be received) by the City that either
360 (a) must be used or (b) have been used (or with respect to Section 801(a)(2)(B) are
361 reasonably expected to be used) to reduce the interest or principal payments on System
362 Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs
363 Interest Subsidy Payments, SRF Subsidy and other payments received by the City
364 through a federal or State program.

365
366 “Surplus Account” means the fund or account created or ratified in Section 401.

367
368 “System Special Obligation Bonds” means, collectively, the Bonds, the
369 Outstanding System Special Obligation Bonds and all other revenue bonds or
370 obligations issued by or on behalf of the City to improve the System and payable solely
371 from funds annually appropriated by the City from sources available for such purpose
372 including, but not limited to, Net Revenues following all required payments and deposits
373 related to System Revenue Bonds.

374
375 “System Revenue Bonds” means any revenue bonds or obligations issued by or
376 on behalf of the City are payable solely from, and secured by a priority pledge of, the
377 Net Revenues.

378
379 “User Charge Ordinance” means Article VI of Chapter 120 of the Code of the
380 City of Springfield, Missouri, as amended, supplemented or replaced.

382 ARTICLE II

383
384 AUTHORIZATION OF BONDS

385
386 Section 201 – Authorization of Bonds. The Bonds are authorized and directed to
387 be issued in the Maximum Principal Amount subject to the terms and for the purposes
388 of this Ordinance. Upon the Completion of Funding pursuant to the Purchase
389 Agreement, the principal amount of the Bonds issued under this Ordinance will be the
390 Cumulative Principal Amount Outstanding as of the Completion of Funding plus the
391 principal amount previously redeemed pursuant to Article III.
392

393 Section 202 – Security for Bonds.

394
395 (a) The Bonds are special, limited obligations of the City payable solely from
396 funds annually appropriated by the City from sources available for such purpose to be
397 deposited in the applicable account of the Repayment Fund. The obligation of the City
398 to make payments into the Repayment Fund and any other obligations of the City to
399 make payments under this Ordinance do not constitute a general obligation or
400 indebtedness of the City for which the City is obligated to levy or pledge any form of
401 taxation, or for which the City has levied or pledged any form of taxation and shall not
402 be construed to be a debt of the City in contravention of any applicable constitutional,
403 statutory or Charter limitation or requirement but in each Fiscal Year shall be payable
404 solely from the amounts pledged or appropriated therefor (1) out of the income and
405 revenues provided for such year plus (2) any unencumbered balances for previous
406 years. Subject to the preceding sentence, the obligations of the City to make payments
407 hereunder and to perform and observe any other covenant and agreement contained
408 herein shall be absolute and unconditional. It is anticipated that the Bonds will be paid
409 from Net Revenues appropriated by the City following all required payments and
410 deposits related to any outstanding System Revenue Bonds.
411

412 (b) The Governing Body hereby directs that, subject to subsection (a) above,
413 the City Manager, the Director of Finance or any other officer of the City at any time
414 charged with the responsibility of formulating budget proposals to (i) include in each
415 annual budget a request for an appropriation of the amount necessary (after taking into
416 account any moneys legally available for such purpose) to pay debt service on the
417 Bonds, to fund the Depreciation and Replacement Account, to make required deposits
418 to the Administrative Expense Fund and to make all other payments as required in this
419 Ordinance and (ii) take such further action (or cause the same to be taken) as may be
420 necessary or desirable to assure the availability of appropriated moneys to pay debt
421 service on the Bonds, to fund the Depreciation and Replacement Account, to make
422 required deposits to the Administrative Expense Fund and to make all other payments
423 as required in this Ordinance. The City shall promptly deliver to the Owner a copy of its
424 annual budget pursuant to Section 704. The foregoing provisions shall not be
425 construed to impose any legal obligation on the City to appropriate moneys for the
426 payment of the Bonds.
427

428 Section 203 – Description of Bonds. The Bonds consist of fully-registered bonds
429 numbered from R-1 consecutively upward, in the denomination of \$100,000 or any
430 integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bonds is
431 less than \$100,000, then an amount equal to the principal amount of the Bonds. The
432 Bonds will be issued in substantially the form of “Exhibit A” and will be registered,
433 transferred and exchanged as provided in Section 206. The Bonds are dated as of the
434 Closing Date. The Bonds will mature and become due on the Stated Maturity (subject
435 to optional and mandatory redemption prior to Stated Maturity as provided in Article III).
436 The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the
437 Interest Rate from the Closing Date and the date of receipt of each Purchase Price
438 Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on
439 Schedule A to a Bond) or from the most recent Interest Payment Date to which interest
440 has been paid or provided for. Interest is computed on the basis of a 360-day year of
441 twelve 30-day months and is payable on each Interest Payment Date.

443 Section 204 – Designation of Paying Agent. The City has designated the Paying
444 Agent as the City’s paying agent for the payment of the principal of and interest on the
445 Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow
446 agent with respect to the funds and accounts established with the Paying Agent under
447 the Escrow Agreement.

448
449 Section 205 – Method and Place of Payment of Bonds.

450
451 (a) Payment of the Bonds will be made with any coin or currency that is legal
452 tender for the payment of debts due the United States of America on the payment date.

453
454 (b) The payment of the principal of and redemption premium, if any, payable
455 on each Bond at Stated Maturity or upon earlier redemption and the interest payable on
456 each Bond on any Interest Payment Date will be made by check or draft mailed by the
457 Paying Agent to the address of the Owner shown in the Bond Register. The principal of
458 and redemption premium, if any, and interest on the Bonds is also payable by electronic
459 transfer in immediately available federal funds to a bank in the continental United States
460 of America pursuant to instructions from any Owner received by the Paying Agent prior
461 to the Record Date.

462
463 (c) Payments of principal on the Bonds pursuant to Article III may be made
464 directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly,
465 any transferee of a Bond should verify with the Paying Agent the principal of the Bond
466 outstanding prior to such purchase or transfer, and the records of the Paying Agent
467 shall be conclusive for such purposes.

468
469 (d) The Paying Agent will keep a record of payment of the principal,
470 redemption premium, if any, and interest on all Bonds and, at least annually, at the
471 written request of the City, will forward a copy or summary of the record of payments to
472 the City.

474 (e) The Bonds will be held by the Paying Agent in trust for each Owner,
475 unless the Paying Agent is otherwise directed in writing by an Owner.

476
477 Section 206 – Registration, Transfer and Exchange of Bonds.
478

479 (a) The City will cause the Paying Agent to keep the Bond Register. Each
480 Bond when issued will be registered in the name of the Owner on the Bond Register.
481 Bonds will be transferred and exchanged only upon the Bond Register.

482
483 (b) Upon surrender of any Bond at the payment office of the Paying Agent in
484 St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent
485 will transfer or exchange the Bond for a new Bond or Bonds in any authorized
486 denomination of the same Stated Maturity and in the same aggregate principal amount
487 as the Bond that was presented for transfer or exchange. All Bonds presented for
488 transfer or exchange must be accompanied by a written instrument of transfer or
489 authorization for exchange, in a form and with guarantee of signature satisfactory to the
490 Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All
491 Bonds presented for transfer or exchange must be surrendered to the Paying Agent for
492 cancellation.

493
494 (c) For every exchange or transfer of Bonds the City or the Paying Agent may
495 levy a charge sufficient to reimburse it for any tax, fee or other governmental charge
496 required to be paid for the exchange or transfer. The person requesting the exchange
497 or transfer must pay the charge. Payment of the charge is a condition precedent to the
498 exchange or transfer. If any Owner fails to provide a correct taxpayer identification
499 number to the Paying Agent, the Paying Agent may make a charge against the Owner
500 sufficient to pay any governmental charge required to be paid as a result of such failure.
501 In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended,
502 this amount may be deducted by the Paying Agent from amounts payable to the Owner
503 under this Ordinance and the Bonds.

504
505 (d) The City and the Paying Agent will treat the person in whose name any
506 Bond is registered on the Bond Register as the absolute owner of the Bond, whether or
507 not payment of the Bond is overdue, for the purpose of receiving payment of the
508 principal of, redemption premium, if any, and interest on the Bond and for all other
509 purposes. All payments made to any Owner or upon the Owner's order will be valid and
510 effective to satisfy and discharge the City's liability for payment of the Bond to the extent
511 of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any
512 notice to the contrary.

513
514 (e) At reasonable times and under reasonable rules established by the Paying
515 Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or
516 their representative designated in a manner satisfactory to the Paying Agent, may
517 inspect and copy the Bond Register.

519 Section 207 – Execution, Authentication and Delivery of Bonds.
520

521 (a) Each Bond must be signed by the manual or facsimile signature of the
522 Mayor and attested by the manual or facsimile signature of the City Clerk, and have the
523 official seal of the City affixed or imprinted thereon. If any officer whose manual or
524 facsimile signature appears on any Bond ceases to be an officer before the delivery of
525 any Bond signed by the officer, the manual or facsimile signature on the Bond will be
526 valid and sufficient for all purposes of this Ordinance.
527

528 (b) The Mayor and the City Clerk are directed to prepare and execute the
529 Bonds as specified in this Article, and when executed, to deliver the Bonds to the
530 Paying Agent for authentication. Each Bond will be authenticated by any authorized
531 signatory of the Paying Agent. No Bond is entitled to any security or benefit under this
532 Ordinance or is valid or obligatory for any purpose until authenticated by the Paying
533 Agent.
534

535 (c) Prior to the Completion of Funding, promptly upon the receipt by the
536 Paying Agent of each Purchase Price Installment paid by the Owner in accordance with
537 the Purchase Agreement, an authorized signatory of the Paying Agent will endorse
538 Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the
539 amount of the Purchase Price Installment and the resulting Cumulative Principal
540 Amount Outstanding. No further entries to Schedule A will be made after the
541 Completion of Funding related to Purchase Price Installments.
542

543 Section 208 – Mutilated, Destroyed, Lost and Stolen Bonds.
544

545 (a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City
546 and the Paying Agent receive evidence to their satisfaction of the mutilation,
547 destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the
548 Paying Agent security or indemnity as required by them, in the absence of notice to the
549 City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the
550 City will execute and the Paying Agent will register and deliver, in exchange for or in lieu
551 of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated
552 Maturity and of like tenor and principal amount. If the Bond has become or is about to
553 become due, the City may pay the Bond instead of issuing a new Bond.
554

555 (b) Upon the issuance of any new Bond under this Section, the City or the
556 Paying Agent may require the payment by the Owner of a sum sufficient to cover any
557 tax or other governmental charge imposed and any other expenses (including the fees
558 and expenses of the Paying Agent) connected with the issuance of the Bond.
559

560 (c) Every new Bond issued pursuant to this Section in lieu of any mutilated,
561 destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the
562 City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by
563 anyone at any time, and will be entitled to all the benefits of this Ordinance equally and
564 ratably with all other Outstanding Bonds.

Section 209 – Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210 – Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement, the Escrow Agreement, and the Grant Agreement, in substantially the forms presented to the Governing Body. The City Manager is authorized to execute the Purchase Agreement, the Escrow Agreement and the Grant Agreement, in substantially the forms presented to and approved by the Governing Body at this meeting (copies of which documents are attached hereto as "Exhibit C," "Exhibit D," and "Exhibit E," respectively), for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager of the City. The City Manager is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement, the Grant Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211 – Administrative Fee and Paying Agent’s Fee. Subject to **Section 202**, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent’s fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301 – Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on or after the 10th anniversary of the Closing Date, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following

the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01). If the Bonds are optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302 – Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on “Exhibit B.”

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bonds will be revised to be not more than 20 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01).

Section 303 –Revisions to “Exhibit B”; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement “Exhibit B,” reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous “Exhibit B” without any further action on the part of the City. The revised “Exhibit B” is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304 – Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at

least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401 – Ratification and Establishment of Funds and Accounts.

(a) The following separate funds and accounts are created in, or ratified by, this Ordinance and/or the Outstanding System Special Obligation Bond Ordinance:

(1) Sewerage System Revenue Account (the “Revenue Fund”);

(2) Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”);

(3A) Principal Account, the Interest Account, State Match Portion Debt Service Account and the Leveraged Portion Debt Service Account established under the Series 2005 Bond Ordinance (the "Series 2005 Bond Debt Service Account");

(3B) Principal Account, the Interest Account, State Match Portion Debt Service Account and the Leveraged Portion Debt Service Account established under the Series 2007 Bond Ordinance (the "Series 2007 Bond Debt Service Account");

(3C) Principal Account, the Interest Account and the Debt Service Fund established under the Series 2010 Bond Ordinance (the "Series 2010 Bond Debt Service Account");

(3D) Debt Service Fund established under the Series 2015 Bond Ordinance (the "Series 2015 Bond Debt Service Account");

(3E) Principal Account, the Interest Account and the Debt Service Fund established under the Series 2021 Bond Ordinance (the "Series 2021 Bond Debt Service Account");

(3F) Debt Service Fund established under the Series 2022 Bond Ordinance (the "Series 2022 Bond Debt Service Account" and together with the Series 2002 Bond Debt Service Account, the Series 2005 Bond Debt Service Account, the Series 2007 Bond Debt Service Account, the Series 2010 Bond Debt Service Account, the Series 2015 Bond Debt Service Account and the Series 2021 Bond Debt Service Account, the "Outstanding System Bond Debt Service Account");

(4A) Reserve Account established under the Series 2005 Bond Ordinance (the "Series 2005 Bond Reserve Account");

(4B) Reserve Account established under the Series 2007 Bond Ordinance (the "Series 2007 Bond Reserve Account" and together with the Series 2002 Bond Reserve Account and the Series 2005 Bond Reserve Account, the "Outstanding System Bond Reserve Account");

(5) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(6) Sewerage System Surplus Account (the "Surplus Account").

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

- 748
749 (2) the Construction Fund;
750
751 (3) the Repayment Fund, consisting of the Principal Account and the
752 Interest Account; and
753
754 (4) the Administrative Expense Fund.
755

756 Section 402 – Administration of Funds and Accounts. The funds and accounts
757 described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by
758 the City under this Ordinance and the Outstanding System Special Obligation Bond
759 Ordinance while any of the Bonds and the Outstanding System Special Obligation
760 Bonds are outstanding. The funds and accounts described in Section 401(a)(3A)
761 through (3F), (4A) and (4B) will be maintained and administered by or on behalf of the
762 City while the applicable series of Outstanding System Special Obligation Bonds are
763 outstanding. The funds and accounts described in Section 401(b) will be maintained
764 and administered by the Paying Agent pursuant to the Escrow Agreement while the
765 Bonds are Outstanding.
766

767 Section 403 – Deposits and Application of Bond Proceeds.
768

769 (a) The proceeds received from the sale of the Bonds on the Closing Date will
770 be deposited upon the delivery of the Bonds into the Construction Fund and the
771 Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each
772 Purchase Price Installment will be deposited into the Construction Fund.
773

774 (b) Moneys in the Construction Fund will be disbursed to the City for the sole
775 purpose of paying the Eligible Costs of the Project in accordance with the plans and
776 specifications prepared by the Consulting Engineer, previously approved by the
777 Governing Body and DNR and on file in the office of the City Clerk, including any
778 alterations in or amendments to the plans and specifications approved by the Governing
779 Body and DNR with the advice of the Consulting Engineer.
780

781 (c) Requisitions will be submitted for funding of the Purchase Price
782 Installments and resulting withdrawals from the Construction Fund in accordance with
783 Article III of the Purchase Agreement. Funds will be disbursed from the Administrative
784 Expense Fund as provided in the Escrow Agreement.
785

786 ARTICLE V
787

788 APPLICATION OF REVENUES
789

790 Section 501 – Revenue Fund. The City covenants and agrees that from and
791 after the delivery of the Bonds and so long as any of the Bonds remain outstanding and
792 unpaid, all Revenues derived and collected by the City will be deposited into the
793 Revenue Fund when received. The Revenues will be segregated from all other

moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding System Special Obligation Bond Ordinance, this Ordinance and any ordinance with respect to System Revenue Bonds.

Section 502 – Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include, subject to annual appropriation, (i) on the dates required by the Outstanding System Special Obligation Bond Ordinance, the amounts required to pay the fees described in the Outstanding System Special Obligation Bond Ordinance, if any, and (ii) on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Payments Required for System Revenue Bonds.* On the dates required under any ordinance authorizing the issuance of the System Revenue Bonds, to the debt service fund or account, the debt service reserve fund or account and other funds and accounts established or ratified under said ordinance, the amounts as required by said ordinance; and

(3) *Surplus Account.* At the times required under the any ordinance authorizing the issuance of the System Revenue Bonds or, so long as there are no System Revenue Bonds outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended, subject to Section 502(c), for any lawful purpose in connection with the operation of the System and benefiting the System as determined by the Governing Body including, but not limited to, the following payments that have been duly appropriated by the City with respect to the Bonds, the Outstanding System Special Obligation Bonds and other System Special Obligation Bonds, together with other legally available funds appropriated by the City for such purpose:

(i) *Repayment Fund and Outstanding System Bond Debt Service Account.* At the times required under the Outstanding System Special Obligation Bond Ordinance, to the Outstanding System Bond Debt Service Account the amount required thereunder and, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on September 15, 2023, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(1) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(2) for purposes of the first Quarterly Payment of each Interest Period, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(3) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date; and

(B) to the Principal Account of the Repayment Fund, on March 15, 2024, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date that is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining unpaid principal installments of the Bonds will be paid;

(ii) *Debt Service Reserve Account.* After payments and credits required at the time to be made under the provisions of paragraph (i) of this subsection have been made, there shall next be paid and credited to the Outstanding System Bond Reserve Account and any debt service reserve fund or account for any System Special Obligation Bonds issued by the City in the amounts and at the times required under the Outstanding System Special Obligation Bond Ordinance and any other ordinance authorizing the issuance of the System Special Obligation Bonds; and

(iii) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (i) and (ii) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account the sum of \$9,355.08 each month, commencing on the first day of the month following the issuance of the Bonds. Except as provided in Section 503, moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. The amounts required to be paid and credited to the Depreciation and Replacement Account shall be in addition to any amounts at the time required to be paid and credited to the Account under the provisions of the Outstanding System Special Obligation Bond Ordinance.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503 – Deficiency of Payments into Funds and Accounts. Subject to the priority of payments to be made with respect to any System Revenue Bonds to the extent necessary to prevent a default in the payment thereof, if the moneys in the Outstanding System Bond Debt Service Account, the Outstanding System Bond Reserve Account, the Principal Account or the Interest Account are not sufficient to pay

the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account, subject to annual appropriation, on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding System Special Obligation Bonds) to the Outstanding System Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds.

Section 504 – Transfer of Funds to Paying Agent. The Director of Finance is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of the Bonds, withdrawal from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503 sums sufficient to pay the Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505 – Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601 – Investment of Moneys.

(a) Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

(b) While any of the Outstanding System Special Obligation Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding System Special Obligation Bond Ordinance.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701 – Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702 – Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds and System Special Obligation Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section. The enforceability of this Section shall be subject to annual appropriation by the City of amounts sufficient to pay debt service on the Bonds as provided in Section 202.

Section 703 – Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds

when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704 – Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705 – Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801 – Additional Bonds or Obligations.

(a) Neither the City, nor any entity controlled by or affiliated with the City, will issue any System Revenue Bonds or System Special Obligation Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds, any System Revenue Bonds or any System Special Obligation Bonds or in making any deposit into the funds and accounts under this Ordinance or any ordinance authorizing the issuance of System Revenue Bonds or System Special Obligation Bonds; and

(2) with respect to the issuance of any System Revenue Bonds, the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment

thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation; and

(3) with respect to the issuance of any System Special Obligation Bonds, the City has obtained the prior written consent of the Authority and the Owner.

(b) If the conditions set forth in this Section are satisfied, the City may, subject to the priority of payments to be made with respect to any System Revenue Bonds, (i) issue additional System Revenue Bonds or System Special Obligation Bonds to be paid from the Net Revenues, (ii) make provision for paying the additional System Revenue Bonds or System Special Obligation Bonds from the Revenue Fund, and (iii) secure the additional System Revenue Bonds or System Special Obligation Bonds by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 802 – Refunding Bonds. The City may, without complying with the provisions of Section 801, refund any of the Bonds in a manner that provides net present value debt service savings to the City.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901 – Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement or the Escrow Agreement or the Constitution or laws of the State related to the Bonds or operation of the System, and such noncompliance continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

1160 Section 902 – Remedies.
1161

1162 (a) The provisions of this Ordinance constitute a contract between the City
1163 and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal
1164 amount of the Bonds at the time Outstanding have the right for the equal benefit and
1165 protection of all Owners of Bonds similarly situated:
1166

1167 (1) by any proceeding at law or in equity to enforce the rights of the
1168 Owner or Owners against the City and its officers, agents and employees, and to
1169 compel the performance by the City of its duties and obligations under this
1170 Ordinance, the Constitution and the laws of the State;
1171

1172 (2) by any proceeding at law or in equity to require the City, its officers,
1173 agents and employees to account as if they were the trustees of an express trust;
1174 and
1175

1176 (3) by any proceeding at law or in equity to enjoin any act or thing that
1177 is unlawful or in violation of the rights of the Owners of the Bonds.
1178

1179 (b) Any amounts paid on the Bonds to the Owners will be applied first to
1180 interest and second to principal, to the extent due and payable.
1181

1182 Section 903 – Limitation on Rights of Owners. No Owner has any right in any
1183 manner whatever by the Owner's action to affect, disturb or prejudice the security
1184 granted and provided for in, or enforce any right under, this Ordinance, except in the
1185 manner provided in this Ordinance. All proceedings at law or in equity will be for the
1186 equal benefit of all Owners.
1187

1188 Section 904 – Remedies Cumulative. No remedy conferred upon the Owners is
1189 intended to be exclusive of any other remedy. Each remedy is in addition to every other
1190 remedy and may be exercised without exhausting any other remedy conferred under
1191 this Ordinance. No waiver by any Owner of any default or breach of duty or contract of
1192 the City under this Ordinance will affect any subsequent default or breach of duty or
1193 contract by the City or impair any rights or remedies thereon. No delay or omission of
1194 any Owner to exercise any right or power accruing upon any default will impair any right
1195 or power or will be construed to be a waiver of any default. Every substantive right and
1196 every remedy conferred upon the Owners of the Bonds by this Ordinance may be
1197 enforced and exercised from time to time and as often as may be expedient. If any
1198 Owner discontinues any proceeding or the decision in the proceeding is against the
1199 Owner, the City and the Owners of the Bonds will be restored to their former positions
1200 and rights under this Ordinance.
1201

1202 Section 905 – No Obligation to Appropriate Moneys or to Levy Taxes. Nothing in
1203 this Ordinance imposes any duty or obligation on the City to appropriate moneys for the
1204 payment of the Bonds or to levy any taxes either to meet any obligation incurred under
1205 this Ordinance or to pay the principal of or interest on the Bonds.

1206 ARTICLE X

1207
1208 DEFEASANCE

1209
1210 Section 1001 – Defeasance. When any or all of the principal of the Bonds or
1211 scheduled interest payments thereon have been paid and discharged, then the
1212 requirements contained in this Ordinance and all other rights granted hereby shall
1213 terminate with respect to the principal of the Bonds or scheduled interest payments
1214 thereon so paid and discharged. Bonds shall be deemed to have been paid and
1215 discharged within the meaning of this Ordinance if there shall have been deposited with
1216 the Paying Agent, or other bank or trust company located in the State of Missouri,
1217 having full trust powers and meeting the requirements of a successor Paying Agent (as
1218 set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for
1219 the benefit of the Owners, at or prior to Stated Maturity or redemption date of said
1220 Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable
1221 Defeasance Securities (the “Defeasance Escrow”) which, together with the interest to
1222 be earned on any such obligations, will be sufficient for the payment of the principal of
1223 said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the
1224 case may be, or if default in such payment shall have occurred on such date, then to the
1225 date of the tender of such payments, provided; however, that if any such Bonds shall be
1226 redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such
1227 Bonds, and (b) either notice of such redemption shall have been given or the City shall
1228 have given irrevocable instructions to the Paying Agent to redeem such Bonds; and
1229 provided further, however, there shall be filed with the City, the Owner and the Paying
1230 Agent (1) an opinion of Bond Counsel to the effect that the conditions for the
1231 defeasance of the Bonds pursuant to this Section have been complied with and (2) if the
1232 interest on the Defeasance Escrow is to be used to pay debt service on the Bonds at
1233 their Stated Maturity or upon redemption, the written report of an independent certified
1234 public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys
1235 and obligations which at any time shall be deposited with the Paying Agent, or other
1236 bank by or on behalf of the City, for the purpose of paying and discharging any of the
1237 Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent
1238 or other bank or trust company in trust for the respective Owners of the Bonds, and
1239 such moneys shall be and are hereby irrevocably appropriated to the payment and
1240 discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank
1241 or trust company shall be deemed to be deposited in accordance with and subject to all
1242 of the provisions contained in this Ordinance.

1243
1244 ARTICLE XI

1245
1246 AMENDMENTS

1247
1248 Section 1101 – Amendments.

1249
1250 (a) Any provision of the Bonds or of this Ordinance may be amended by an
1251 ordinance with the prior written consent of the Owners. Consent must be evidenced by

an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201 – Further Authority. The officers of the City, including the Mayor, City Manager and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202 – Budget Adjustment for Fiscal Year Ending June 30, 2024; Accounting.

(a) The City's budget for the Fiscal Year ending June 30, 2024, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 011, a copy of which is attached as "Exhibit F." The Governing Body finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

(b) The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. If additional funding is required, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in "Exhibit F."

Section 1203 – Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1204 – Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

1298 Section 1205 – Governing Law. This Ordinance is governed by and will be
1299 construed in accordance with the laws of the State.
1300

1301 Section 1206 – Declaration of Emergency; Effective Date. The City Council finds
1302 and declares that this Ordinance constitutes an emergency because it pertains to the
1303 payment of current expenses of the City. Therefore, this Ordinance is in full force and
1304 effect from and after its passage.
1305

1306 Passed at meeting: _____
1307

1308 _____
1309 Mayor
1310

1311 Attest: _____, City Clerk
1312

1313 Filed as Ordinance: _____
1314

1315
1316 Approved as to Form: Jim Millington, Deputy City Attorney
1317

1318
1319 Approved for Council Action: Jason A. Hage City Manager

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE
MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-_____

Registered
Not to exceed \$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2023

Closing Date

Interest Rate

Stated Maturity

REGISTERED OWNER: [MISSOURI DEPARTMENT OF NATURAL RESOURCES]

PRINCIPAL AMOUNT: NOT TO EXCEED _____ DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2024 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the “Paying Agent”), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023" (the "Bonds"), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the City's Charter, the Constitution and laws of the State of Missouri and an ordinance duly passed by the governing body of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Repayment Fund. The obligation of the City to make payments into the Repayment Fund and any other obligations of the City to make payments under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years. It is anticipated that the Bonds will be paid from Net Revenues appropriated by the City following all required payments and deposits related to any outstanding System Revenue Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for

the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bonds is less than \$100,000, then an amount equal to the principal amount of the Bonds.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Springfield, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

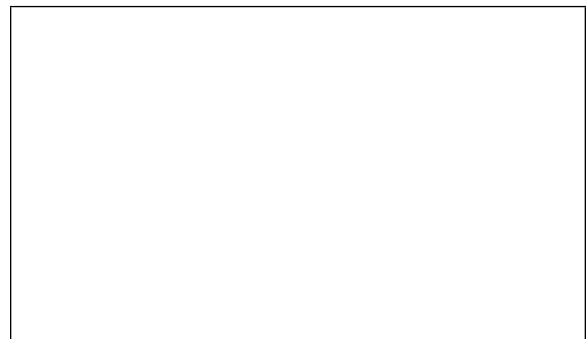
(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:



CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2023

[illegible]

(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
July 1, 2024	\$105,000	July 1, 2034	\$126,000
January 1, 2025	106,000	January 1, 2035	127,000
July 1, 2025	107,000	July 1, 2035	128,000
January 1, 2026	108,000	January 1, 2036	129,000
July 1, 2026	109,000	July 1, 2036	130,000
January 1, 2027	110,000	January 1, 2037	131,000
July 1, 2027	111,000	July 1, 2037	132,000
January 1, 2028	112,000	January 1, 2038	134,000
July 1, 2028	113,000	July 1, 2038	135,000
January 1, 2029	114,000	January 1, 2039	136,000
July 1, 2029	115,000	July 1, 2039	137,000
January 1, 2030	116,000	January 1, 2040	139,000
July 1, 2030	117,000	July 1, 2040	140,000
January 1, 2031	118,000	January 1, 2041	141,000
July 1, 2031	119,000	July 1, 2041	142,000
January 1, 2032	120,000	January 1, 2042	144,000
July 1, 2032	121,000	July 1, 2042	145,000
January 1, 2033	122,000	January 1, 2043	146,000
July 1, 2033	123,000	July 1, 2043 [†]	145,000
January 1, 2034	124,000		

[†] Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

GILMORE & BELL, P.C.
DRAFT – JULY 20, 2023
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of August 1, 2023

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

NOT TO EXCEED \$4,877,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2023

OF THE

CITY OF SPRINGFIELD, MISSOURI

PURCHASE AGREEMENT

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Exhibit C. Initial Form of Annual Compliance Checklist
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of August 1, 2023, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “Participant”). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Ordinance.

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Direct Loan Program (the “Direct Loan Program”) and has stated its intent to make loans to political subdivisions of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”) and (b) the Grant to the Participant pursuant to the Grant Agreement (each as defined below).

3. DNR and the Participant have entered into this Agreement for the purposes of providing financing for improvements to certain publicly owned wastewater treatment facilities (the “Project” as further described in this Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project under the Direct Loan Program.

4. The Loan will be evidenced by the Bonds of the Participant delivered to DNR, as owner of the Bonds (the “Owner”), in the form authorized by the Ordinance of the Participant (the “Ordinance”).

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of August 1, 2023 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, including Articles V and VIII, and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

“Actual Reimbursement Amount” means the amount of a Requisition approved for payment in accordance with Section 3.3.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authorized Representative” means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

“Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by a written instrument from DNR to the Participant and the Paying Agent.

“Bond Payments” means the amounts required to be paid by the Participant in repayment of the Bonds pursuant to Section 4.1.

“Bonds” means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023, issued by the Participant pursuant to the Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

“Closing Date” means the date of the initial issuance and delivery of the Bonds.

“Completion of Funding” means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

“Costs of Issuance” means, collectively, the Master Trust Bonds Expense and other costs of issuing the Bonds as certified by the Participant.

“Disbursement” means each amount advanced from the Construction Fund to the Participant by the Paying Agent under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

“Eligible Costs” means Project Costs determined by DNR to be eligible under the Regulations.

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of August 1, 2023, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

“Event of Default” means an “Event of Default” as defined in Article VII.

“Federal Act” means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

“Fiscal Year” means the fiscal year of the Participant, currently July 1 to June 30.

“Funding Sources” means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

“Grant” means the Grant made by DNR to the Participant pursuant to the Grant Agreement, in the maximum amount of \$1,500,000 (or such higher amount as may be approved by the Commission and DNR), funded in installments.

“Grant Agreement” means the Financial Assistance Agreement dated on or prior to the Closing Date, between the Participant and DNR, together with all related attachments, as supplemented, modified or amended by the Participant and DNR.

“Ineligible Costs” means Project Costs that are not Eligible Costs.

“Initiation of Operations” means the date when the first major constructed component is capable of being used for its intended purpose.

“Interest Period” means each six-month period from January 1 through June 30 and July 1 through December 31.

“Loan” means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bonds.

“Master Trust Agreement” means the Amended and Restated Master Trust Agreement dated as of December 1, 2020, between the Authority and the Master Trustee, as amended, supplemented or restated from time to time.

“Master Trust Bonds” means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

“Master Trust Bonds Expense” means the amount of \$29,262.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

“Master Trustee” means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

“Maximum Principal Amount” means \$4,877,000.

“Ordinance” means the Ordinance of the Participant, passed on August 21, 2023, authorizing the issuance of the Bonds, as supplemented, modified or amended in accordance with its terms.

“Project” means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

The Project includes work in Group Six of the Participant’s Public Sewer Rehabilitation and Inflow and Infiltration Reduction program. Project Group Six rehabilitation work is characterized as cured in place pipe lining. The Project also includes all changes approved in writing by the Participant and DNR.

“Project Costs” means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

“Project Schedule” means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Agreement:

<u>Event</u>	<u>Projected Date (month/year)</u>
Advertising for bids	April 2023
Bid opening	May 2023
Construction contract executed	August 2023
Initiation of Operations	September 2023
Construction completion	March 2025
Project completion	June 2025

“Regulations” means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

“Requisition” means a Clean Water Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

“State” means the State of Missouri.

“Supplemental Agreement” means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

“User Charge Ordinance” means Article VI of Chapter 120 of the Code of the City of Springfield, Missouri, as amended, supplemented or replaced.

Section 1.2 Interpretation.

(a) The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, “day” means “calendar day.”

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director of the Financial Assistance Center of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a constitutional home-rule charter city duly created and validly existing under the laws of the State and its Charter and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement and the Grant Agreement, to issue the Bonds, to pledge, subject to annual appropriation, the sources for repayment of the Loan and the Bonds under this Agreement, the Ordinance and the Bonds, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant’s Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Bonds, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant’s application for participation in the Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if

adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan, subject to annual appropriation by the Governing Body of the Participant. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Control of Project Site. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance was provided prior to construction contract award.

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. All records from Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA) - and the Excluded Parties List System (EPLS), active or expired, were moved to the federal System for Award Management (SAM) e-procurement system. The Participant can

search these records and filter the results. The following paragraph must be included in the Instructions to Bidders:

“The Code of Federal Regulations at Title 2, Part 180, prohibits participation in EPA funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/SAM/>. All subcontracts at any tier should include this language.”

The Participant acknowledges that doing business with any party appearing in the “List of Parties Excluded from Federal Procurement or Non Procurement Programs” may result in the termination of the Participant’s participation in the Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

(k) Buy American Iron and Steel Products. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project that are produced in the United States of America in a manner consistent with the United States’ obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.

(l) Performance and Payment Bonds. The Participant will require any Project contractor to post a separate performance bond and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(m) Disadvantaged Business Enterprises (“DBEs”).

(1) The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to this Agreement. The Participant agrees to include information about these requirements in solicitation documents, including the following:

(A) the prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the Participant;

(B) the Participant must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;

(C) if a DBE subcontractor fails to complete work under its subcontract for any reason, the prime contractor must employ the “six good faith efforts” described in subparagraph (2) if soliciting a replacement subcontractor; and

(D) the prime contractor is to employ the “six good faith efforts” even if the prime contractor has achieved its “fair share goals” (the current “fair share goals” are 10%

for Minority Business Enterprises (“MBE”) and 5% for Women Business Enterprises (“WBE”).

(2) The “six good faith efforts” are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local and government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

(C) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(D) encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(E) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(F) require any prime contractor or other recipient, if it is awarding subcontracts, to take the affirmative steps in clause (B) of this subparagraph.

(3) DBE Reporting: MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after completion of construction of the Project, whichever comes first.

(n) Prevailing Wage. The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant included information about these requirements in solicitation documents.

(o) Contract Award. The Participant, with the prior written concurrence of DNR, awarded the construction contract or contracts for the Project to the lowest responsive and responsible bidder.

(p) Completion of Project and Provision of Moneys. The Participant agrees:

(i) to exercise its best efforts in accordance with prudent wastewater collection and treatment utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement and the Grant Agreement required to complete the Project.

(q) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(r) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(s) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(t) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 of this Agreement and Chapter 109 of the Revised Statutes of Missouri, as amended.

(u) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR prior to the Initiation of Operations and for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(v) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the “System Records”) separate and distinct from its other records and accounts (the “General Accounts”). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board’s *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant’s Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, as determined by the EPA’s Guidance Letter dated December 24, 2014, if the Participant expends during any Fiscal Year an aggregate amount of \$750,000 or more of federal assistance (1) under the Direct Loan Program and (2) from other federal sources.

(A) A copy of the Participant’s annual audit, including the written comments and recommendations of the Participant’s auditor, will be furnished to DNR within the time period provided in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the Direct Loan Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(w) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(x) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(y) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(z) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(aa) Signage. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the Direct Loan Program.

(c) DNR commits to fund the Loan from the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) Capitalization Grant Agreement dated September 30, 2022, identification number CS290001-27;

(ii) Bipartisan Infrastructure Law Supplemental Capitalization Grant Agreement dated December 19, 2022, identification number 4C-97797301-0; and

(iii) The Water and Wastewater Loan Revolving Fund.

(d) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

- (a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;
- (b) to the Paying Agent, the executed Bonds in the maximum principal amount of \$4,877,000, to be held by the Paying Agent in trust on behalf of the Owner;
- (c) to DNR and the Paying Agent, an executed counterpart of this Agreement, the Grant Agreement and the Escrow Agreement;
- (d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and
- (e) to DNR and the Paying Agent, a signed copy of the opinion of Bond Counsel to the Participant to the effect that the execution and delivery of this Agreement, the Escrow Agreement, and the Bonds have been duly authorized by the Participant in accordance with the Act; this Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid and binding special, limited obligations of the Participant payable solely from annual appropriations of funds by the City for such purpose. In rendering the foregoing opinion, Bond Counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum aggregate principal amount of \$4,877,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bonds.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bonds payable on the following Interest Payment Date will be calculated and payment received by the Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery or regular mail service, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the

amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment related to the payment of Costs of Issuance.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition by facsimile transmission. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bonds in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund.

(e) Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations.

(a) The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (i) that the Project has been completed in accordance with the plans and specifications therefor, (ii) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant, (iii) the date of the Initiation of Operations, and (iv) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

(b) If the date of Initiation of Operations, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 20 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant reflecting a final principal payment date not more than 20 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative stating that no further funding of Purchase Price Installments will be requested by the Participant and delivered to the Paying Agent and DNR. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bonds is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bonds as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bonds and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist that is completed each year for the Bonds by the Participant, as set forth in the Tax Compliance Procedure, initially in the form set forth in Exhibit C, executed by the Participant Bond Compliance Officer.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Bond Compliance Officer” means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bonds.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending July 1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.9.

“Financed Facility” means the portion of the Project consisting of property financed with the proceeds of the Bonds as described in this Agreement. If there is more than one “Project” described in the definition of “Project” in Article I, for this Article V “Financed Facility” means the Bond-financed portion of each “Project” described in Article I.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bonds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“Issue Date” means the date of issuance of the Bonds, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments exceed the lesser of \$50,000 or 5% of the Maximum Principal Amount.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the expected economic useful life of the property.

“Non-Qualified User” means a person other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority.

“Participant Bond Compliance Officer” means the Participant’s Director of Finance or any successor to the duties of such official.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of gross proceeds of the Bonds after the Issue Date.

“Qualified User” means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term “Qualified User” does not include the United States of America or any agency or instrumentality thereof.

“Tax Compliance Procedure” means the Authority’s State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bonds are primarily within its control and that substantially all of the net proceeds of the Bonds will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the Direct Loan Program by the purchase of the Bonds and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for Bonds. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility.

Section 5.4 Proceeds of Bonds; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bonds will be \$4,877,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$61,262.00, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant’s due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bonds disbursed from time to time pursuant to this Agreement, the Participant will allocate \$1,500,000.00 from available Grant funds under the Grant Agreement to pay a portion of the costs of the Project.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a “private activity bond” as defined in Code § 141.

(b) *Use of Financed Facility*. The Bond proceeds will be used to finance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bonds will be used in a manner that constitutes a “private business use” during the Measurement Period. In making the foregoing representations, the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bonds; (iii) the term “private business use” generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or

leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User's use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment.* The payment of principal and interest on the Bonds will not be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any "impermissible agreement" with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use revenues derived from the operation of the Financed Facility to pay the debt service on the Bonds. All revenues will be derived from rates, fees and charges that are generally applicable and uniformly applied, and that do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bonds so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees.* The Participant will not take any action or permit any action to be taken that would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(f) *Management Contracts.* The Participant has not entered into any "Management Contract" (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term "Management Contract" is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases.* The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the

Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bonds. The Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year and the Participant expects that the Repayment Fund and the Debt Service Fund will each qualify as a “bona fide debt service fund,” as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. The Ordinance, adopted on August 21, 2023 by the Participant’s Governing Body, constitutes the expression of the Participant’s intent to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the “Reimbursement Action”). A copy of the Reimbursement Action is contained in the Bond Transcript. No portion of the net proceeds of the Bonds will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant’s Final Written Allocation of the application of proceeds of the Bonds to the Financed Facility. The Participant may, with at least 60 days’ prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel. However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to the Authority and DNR.

Section 5.10 Hedge Bonds. The Participant expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant’s representations and the satisfaction of the Participant’s agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as

part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

- (1) documentation evidencing the expenditure of the Bonds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;
- (2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and
- (3) documentation evidencing all sources of payment or security for the Bonds.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may assign the Bonds and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Leveraged Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bonds in accordance with the provisions governing redemption of the Bonds in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bonds (regardless of the amount of the disposition proceeds). If the Bonds are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an “Event of Default” under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Grant Agreement, the Ordinance, the Participant’s due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys’ Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand,

will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied first, to pay interest on the Bonds then due and payable, second, to pay principal on the Bonds then due and payable, third, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and fourth, to pay any other amounts due and payable under this Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

"Beneficial Owner" means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

"Dissemination Agent" means the Master Trustee.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Material Participant” means, subject to Section 8.1(d), the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds; and

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant’s debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bonds or the System (“Material Events”) (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds or Master Trust Bonds, proceeds of which have been allocated to the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
- (13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Agreement, will terminate (i) upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant or (ii) automatically upon payment

in full of all bonds of the Participant purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF SPRINGFIELD, MISSOURI

City Manager

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 44-6000268

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER CLEAN WATER REIMBURSEMENT FORM SRF GRANT AND DIRECT LOAN			
1. TYPE OF REQUEST: ____ PARTIAL ____ FINAL		3. PAYMENT REQUEST NUMBER: ____ PAGE 1 OF ____	
2. PROJECT NUMBER: C295859-02		4. PERIOD COVERED BY THIS REPORT: from: _____ to: _____	
5. RECIPIENT ORGANIZATION: CITY OF SPRINGFIELD 840 BOONVILLE AVE SPRINGFIELD, MO 65802		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR SPRINGFIELD 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295859-02	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date			
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT		CC.
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN		DD.
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT		EE.
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN		FF.
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief:			
1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.		RECIPIENT:	Signature of authorized certifying official: Date signed: Typed or printed name and title:
5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.		DNR REVIEWER: Office Use Only	Signature of review official: Date signed: Typed or printed name and title:

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EXHIBIT B

FEDERAL REQUIREMENTS¹

Federal Requirements

- Federal Funding and Accountability and Transparency Act (FFATA): Federal Law - Federal Funding Accountability and Transparency Act enacted 2010.
- Davis-Bacon Act: Act of 1931 applied in 1987-1994, made permanent by the Water Resources Reform and Development Act (WRRDA) of 2014.
- American Iron & Steel.
- Architectural and Engineering Procurement.
- Cost & Effectiveness, Water Resources Reform and Development Act (WRRDA) of 2014: Applies to Clean Water SRF projects only.
- U.S. Environmental Protection Agency Guidance for Enhancing Public Awareness of State Revolving Fund Assistance Agreements (15-02) in 2015.
- Water Systems Assessment, Safe Drinking Water Act Amendments in 2017 Water Infrastructure Improvements for the Nation Act (WIIN): Applies to Drinking Water SRF only.
- In accordance with Office of Management and Budget's (OMB) Uniform Grants Guidance 2 CFR 200 Subpart F, non-federal entities (loan recipients) that expend more than \$750,000 of federal funds in a year must complete a single audit within nine months of the end of the fiscal year.
- Disadvantaged Business Enterprise (DBE), Carried over from the Construction Grants Program U.S. Environmental Protection Agency (40 Congressional Federal Registry Parts 30, 31, 33, 35 and 40).
- National Environmental Policy Act (NEPA) of 1970.
- National Defense Authorization Act, Section 889, Pub. L. 115-232 implemented by 2 CFR 200.216: Prohibits use of federal funds for certain telecommunications and video surveillance services or equipment.

"Super" Cross-Cutters

- Civil Rights Act of 1964, Title VI: Pub. L. 88-352: Prohibits racial discrimination.
- Federal Water Pollution Control Act, 1972 Amendments, Section 13: Pub. L. 92-500: Prohibits discrimination on the basis of sex, racial, or other discrimination in implementing the law.
- Rehabilitation Act of 1973, Section 504: Pub. L. 93-112: Prohibits discrimination against a qualified individual with a physical or mental disability who is otherwise qualified and can perform essential job functions.
- Age Discrimination Act of 1975: Prohibits discrimination based on age.

Environmental Cross Cutters

- Clean Water Act, Titles III, IV and V: Pub. L. 92-500, as amended: Regulates discharges of pollutants into the waters of the United States
- Safe Drinking Water Act: Pub L. 93-523, as amended: Protects public drinking water supplies
- Endangered Species Act: Pub. L. 93-205, as amended: Protects and recovers imperiled species and the ecosystems upon which they depend.
- Fish and Wildlife Coordination Act: Pub. L. 85-624, as amended: Protects fish and wildlife when federal actions result in the control or modification of a natural stream or body of water.
- Magnuson-Stevens Act – Essential Fish Habitat: Pub. L. 94-265: Fosters long-term biological and economic sustainability of our nation's marine fisheries out to 200 nautical miles from shore.
- Coastal Zone Management Act: Pub. L. 92-583, as amended: Preserve, protect, develop, and where possible, to restore or enhance the resources of the nation's coastal zone.

¹ As of November 2020

- Coastal Barrier Resources Act: Pub. L. 97-348: Protects coastal areas that serve as barriers against wind and tidal forces caused by coastal storms, and serve as habitat for aquatic species.
- Wild and Scenic Rivers Act: Pub. L. 90-54: Preserves certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition.
- Protection of Wetlands Executive Order: Executive Order 11990 as amended by Executive Order 12608: Avoids the long and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative.
- Clean Air Act: Pub. L. 95-95, as amended: Controls air pollution.
- Migratory Bird Act: 16 U.S. Code § 703: Protects migratory birds
- Floodplain Management, Executive Order 11988, Improve the nation's resilience to flooding and prepare the nation for the impacts of climate change.
- Farmland Protection Policy Act: Pub. L. 97-98: Federal programs are administered to be compatible with programs and policies to protect to protect
- National Historic Preservation Act: Pub. L. 89-655, as amended: Supports historic preservation activities and programs, and includes Section 106, which requires State Tribal and Local Historic Preservation programs be provided the opportunity to comment on undertakings that have an effect on a historic property.
- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended: Provides for the preservation of historical and archeological data (including relics and specimens) which might otherwise be irreparably lost or destroyed as the result of alteration of terrain caused as a result of a federal construction project.
- Environmental Justice Executive Order: Executive Order 12898: Focuses federal attention on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities.

Economic and Other Cross Cutters

- Demonstration Cities and Metropolitan Development Act: Pub. L. 89 -754, as amended and Executive Order 12372: Promotes planning that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.
- Procurement Prohibition under Clean Air Act and Clean Water Act: Prohibition of Clean Water Act or Clean Air Act with respect to federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738: Federal procurement or procurement with federal grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act.
- Uniform relocation and Real Property Acquisition Policies Act: Pub. L. 91-646, as amended, and 42 U.S.C. § 4601 et seq.: Ensures fair treatment of those displaced by federally funded programs, federally assisted programs or state and local agencies receiving federal funds.
- Drug-Free Workplace Act: Pub. L. 100-690: As a recipient organization, the Department must make an ongoing, good faith effort to maintain a drug-free workplace and identify all known workplaces under its federal awards and maintain records pursuant to Title 2 CFR Part 1536 Subpart B.
- Debarment and Suspension Executive Order 12549: A person who is debarred or suspended is excluded from activities involving federal financial assistance.
- Preservation of Open Competition / Neutrality to Labor Relations on Federal Funded Projects: Executive Order 13202 and 13208: Promotes open competition on Federal and federally funded or assisted construction projects.
- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121: Recipients of federal grants, cooperative agreements, contracts, and loans are prohibited from using federal funds for lobbying.

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Springfield, Missouri
Name of bonds ("Bonds") financing the Financed Facility:	Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023
Financed Facility: <i>[NOTE: Insert definition of "Project" as set forth in the Purchase Agreement, as modified, amended and supplemented]</i>	
Issue Date of Bonds:	
Placed in service date of the Financed Facility:	
Name of Bond Compliance Officer:	
Fiscal Year covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was all of the Financed Facility owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases and Other Rights to Possession	During the Annual Period, was any of the Financed Facility or any part thereof leased at any time pursuant to a lease or similar agreement for more than 50 days (for example, an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Participant Bond Compliance Officer: _____

Date: _____

EXHIBIT D

AUTHORITY'S TAX COMPLIANCE PROCEDURE

**STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY**

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

Dated as of July 25, 2013

July 25, 2013

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

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STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Authority Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

“Bond Compliance Officer” means the Authority’s Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

“Bond Counsel” means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“Clean Water Commission” means the Clean Water Commission of the State of Missouri.

“Clean Water Loan” means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

“Clean Water Participant” means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

“Clean Water SRF Direct Loan Program” means DNR’s State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

“Clean Water SRF Leveraged Loan Program” means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means this State Revolving Funds Programs Tax Compliance Procedure.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

“DNR” means the Missouri Department of Natural Resources, a department of the State of Missouri.

“Drinking Water Commission” means the Safe Drinking Water Commission of the State of Missouri.

“Drinking Water Loan” means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

“Drinking Water Participant” means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

“Drinking Water SRF Direct Loan Program” means DNR’s State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

“Drinking Water SRF Leveraged Loan Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to **Section 7.4** or of Participant Loan proceeds pursuant to **Section 5.3**.

“Financed Facility” means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Intent Resolution” means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

“IRS” means the Internal Revenue Service.

“Participant” means a Clean Water Participant or a Drinking Water Participant.

“Participant Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 5.4** and in the form attached as **Exhibit C**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

“Participant Bond Compliance Officer” means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

“Participant Closing Certificate” means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

“Participant Loan” means a Clean Water Loan or a Drinking Water Loan.

“Placed In Service” means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

“Project Facility” means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

“Rebate Analyst” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“Requisition” means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

“State Revolving Funds Programs” means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

“Tax Compliance Agreement” means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as Exhibit A.

“Tax-Exempt Bond File” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
- (b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

- (c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)
- (k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

"Trustee" means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Participant Loans Covered by Article IV Procedures. This Article IV applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Participant Contact. As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

Section 4.3. Annual Certification From Each Participant. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 4.4. Correcting Prior Deficiencies in Compliance. If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application. This Article V applies to Participant Loans made on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Participant Loan.

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

Section 5.3. Final Written Allocation of Participant Loan Proceeds. The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

Section 5.4. Participant Annual Compliance Checklists; Reviews.

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures. This Article VI applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on Exhibit A.

Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on Exhibit A. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 6.3. Correcting Prior Deficiencies in Compliance. In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on Exhibit A, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

Section 7.1. Application. This Article VII applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 7.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 7.3. Accounting and Recordkeeping. The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 7.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation: Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1. Annual Compliance Checklists. Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in Section 6.3 to remediate the non-compliance.

Section 8.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY
July 25, 2013

**EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE¹**

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2011A	11/30/2011	1/1/2025	106,830,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020A	3/18/2020	1/1/2024	74,110,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

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¹ Outstanding Bonds as of July 18, 2023

**EXHIBIT B TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)**

Name of tax-exempt bonds ("Bonds"):	
Issue Date of Bonds:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Receipt of Participant Annual Compliance Checklists	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	☐ Yes ☐ No
	If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File. If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Participant Final Written Allocation	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	☐ Yes ☐ No
	If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File. If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.	
3 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____
Date Completed: _____

**EXHIBIT C TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)**

Name of Participant:	
Name of bonds ("Bonds") financing the Financed Assets:	
Financed Assets: [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
Issue Date of Bonds:	
Placed in service date of the Financed Assets:	
Name of Participant Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases and Other Rights to Possession	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

GILMORE & BELL, P.C.
DRAFT – JULY 14, 2023
FOR DISCUSSION PURPOSES ONLY

ESCROW TRUST AGREEMENT

Dated as of August 1, 2023

by and between the

CITY OF SPRINGFIELD, MISSOURI

and

UMB BANK, N.A.,
as paying agent and escrow agent

relating to

NOT TO EXCEED \$4,877,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2023

OF THE

CITY OF SPRINGFIELD, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of August 1, 2023, between the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “Participant”), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the “Paying Agent”). Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, the Missouri Department of Natural Resources (“DNR”), in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Direct Loan Program (the “Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to the below-defined Purchase Agreement (the “Loan”) and (b) the Grant to the Participant pursuant to the Grant Agreement (each as defined in the below-defined Purchase Agreement).

3. DNR and the Participant have entered into a Purchase Agreement dated as of August 1, 2023 (the “Purchase Agreement”) for the purposes of providing financing for improvements to certain publicly-owned wastewater treatment facilities (the “Project” as further described in the Purchase Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project and in satisfaction of the obligations of DNR under the Federal Act and EPA guidance to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bonds of the Participant as further described in the Purchase Agreement.

5. As a condition to the execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Escrow Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Escrow Agreement, in the Purchase Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Escrow Agreement:

“Account” means any of the accounts established by Section 4.

“Administrative Expense Fund” means the Fund so designated and established by Section 4. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

“Bonds” means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023, issued by the Participant pursuant to the Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

“Construction Fund” means the Fund so designated and established by Section 4.

“Debt Service Fund” means the Fund so designated and established by Section 4.

“Fund” means any of the funds established by Section 4.

“Interest Account” means the Interest Account established within the Repayment Fund.

“Paying Agent’s Fee” means (i) an initial one-time fee of \$1,000 payable on the date of issuance of the Bonds, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Closing Date and the Business Day preceding each Interest Payment Date (but not less than \$525), for the Paying Agent’s fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears on each Interest Payment Date.

“Principal Account” means the Principal Account established within the Repayment Fund.

“Quarterly Payment” means each quarterly payment to be made by the Participant to the Paying Agent under Section 502(a)(3)(i) of the Ordinance.

“Repayment Fund” means the Fund so designated and established by Section 4. The Repayment Fund does not constitute part of the Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under the Purchase Agreement (other than the execution of the Purchase Agreement and any amendments thereto) will be executed by the Director of the Financial Assistance Center of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Ordinance. Reference or citation in this Escrow Agreement to any provisions of the Purchase Agreement or the Ordinance will incorporate the same as a part of this Escrow Agreement in the same manner and with the same effect as if they were fully set forth in this Escrow Agreement. On the Closing Date, the Participant will cause the documents described in Section 3.1 of the Purchase Agreement to be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Escrow Agreement:

- (a) the Debt Service Fund;
- (b) the Construction Fund;
- (c) the Repayment Fund, consisting of a Principal Account and an Interest Account; and
- (d) the Administrative Expense Fund.

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of \$61,262.00 will be deposited by the Paying Agent as follows: (i) \$0.00 in the Construction Fund, and (ii) \$61,262.00 in the Administrative Expense Fund.

(b) Upon receipt, all future Purchase Price Installments received from DNR pursuant to Section 3.3 of the Purchase Agreement will be deposited in the Construction Fund.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Construction Fund and the Principal Account and the Interest Account of the Repayment Fund pursuant to Sections 7 and 8 on the dates and in the following order of priority:

(1) First, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;

(2) Second, on each Principal Payment Date, from the Principal Account of the Repayment Fund all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service; and

(3) Third, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Interest Account of the Repayment Fund an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bonds, each Principal Payment Date and each Interest Payment Date, the Paying Agent will remit to the Owner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date, the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the Interest Account of the Repayment Fund, which will constitute a credit against the Bond Payments in accordance with Section 502(a)(3)(i) of the Ordinance.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bonds are paid in full will be transferred to the Participant.

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Fund the amount specified in Section 5.

(b) Within two Business Days after the deposit of a Purchase Price Installment in the Construction Fund, the Paying Agent will make the Disbursement from the Construction Fund to the Participant.

(c) Investment earnings on moneys held in the Construction Fund will be deposited into the Construction Fund and then transferred to the Debt Service Fund pursuant to Section 6.

(d) Investment earnings remaining in the Construction Fund on the Completion of Funding will be transferred to the Debt Service Fund.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit (i) in the Principal Account of the Repayment Fund, the principal component of each Quarterly Payment and any other moneys received from the Participant for deposit in the Principal Account, and (ii) in the Interest Account of the Repayment Fund, the balance of the Quarterly Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Repayment Fund will be disbursed at the times, in the amounts and in the priority, as follows:

(1) First, on each Principal Payment Date, from the Principal Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(2);

(2) Second, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bonds, from the Interest Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(3); and

(3) Third, upon the payment in full of the principal of and interest on the Bonds, all moneys remaining on deposit in the Repayment Fund to the Participant in accordance with Section 4.3 of the Purchase Agreement.

(c) If the first transfer in accordance with clause (b)(1) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the first day of the month that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 502 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The balance of the amount deposited pursuant to Section 5(a)(ii), the Master Trust Bonds Expense, will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

Section 10. Calculation of Interest on the Bonds Prior to Completion of Funding. Prior to the Interest Payment Date following the Completion of Funding, the Paying Agent will make the calculations of the Quarterly Payments in accordance with the Ordinance pursuant to this Section. For purposes of the first Quarterly Payment of each Interest Period, the Paying Agent will calculate an estimate of the amount of interest due on the next Interest Payment Date based upon an expected disbursement schedule for the Interest Period provided by the Participant to DNR and the Paying Agent. If no expected schedule is provided, the Paying Agent will calculate an estimate of the interest due on the Interest Payment Date based upon Purchase Price Installments funded at least three Business Days prior to the first Quarterly Payment. For purposes of the second Quarterly Payment, the Paying Agent will calculate the interest due on the next Interest Payment Date based upon Purchase Price Installments funded at least three Business Days prior to

the second Quarterly Payment Date and the second Quarterly Payment will be calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date.

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term “net earnings” means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (i) the payment of the principal of and interest on the Bonds when due, (ii) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (iii) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Ordinance and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds, except as otherwise expressly provided herein.

Section 13. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Escrow Agreement, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Escrow Agreement against the Paying Agent:

(a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement. The Paying Agent will exercise such of the rights and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7 and 8, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel.

(c) The Paying Agent will not be responsible for any recital herein or in the Ordinance or Purchase Agreement, or for the validity of the execution by the Participant of this Escrow Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant in connection with the matters referred to in this Escrow Agreement, except as hereinafter set forth, and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

(d) The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

(e) The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that an ordinance in the form therein set forth has been adopted by the Participant as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Paying Agent to do things enumerated in this Escrow Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct.

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Escrow Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

(j) The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Escrow Agreement.

(k) Notwithstanding anything elsewhere in this Escrow Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Escrow Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

(l) Before taking any action under this Escrow Agreement other than any action under Sections 6, 7 and 8, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Owner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken. Notwithstanding the foregoing, any indemnity provided hereunder by the Owner or other parties shall be limited to the extent permitted by law.

(m) All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Escrow Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the “Anti-Boycott Act”), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this Escrow Agreement, 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 within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but it is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

(a) The Paying Agent’s records related to activities performed under this Escrow Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the EPA in accordance with (i) the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance) and (ii) 2 CFR Part 200. The Paying Agent will maintain such financial transaction records in accordance with accounting principles generally accepted in the United States of America.

(b) The Paying Agent will provide monthly financial reports to DNR, with a copy of each monthly financial report to the Participant. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained

under this Escrow Agreement. Each financial transaction register will identify the Bonds and contain, for each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 15. Obligations of Paying Agent Limited. In order to make the payments required by this Escrow Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Escrow Agreement will be limited solely to the money and Investment Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Quarterly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bonds caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

Section 16. Fees, Charges and Expenses of the Paying Agent.

(a) The Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Escrow Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement including, but not limited to, costs incurred for giving notice of the redemption of the Bonds. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 17. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Owner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Owner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and

the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Owner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent, if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Owner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Owner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Owner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Owner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Owner, the Owner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than \$10,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than \$10,000,000, and (iii) has assets under corporate trust management of not less than \$500,000,000.

(f) Every successor Paying Agent appointed under this Escrow Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Owner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Owner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer,

assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 18. Amendment. This Escrow Agreement is made for the benefit of the Participant and the Owner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Owner.

Section 19. Notices. All notices, filings and other communications will be given by first-class mail, postage pre-paid, or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

Each party may change its address by giving written notice of the new address to the other parties.

Section 20. Payments Due on Other Than Business Day. If any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bonds or any other payment is due hereunder is not a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 21. Electronic Transactions. The transactions described in this Escrow Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Escrow Agreement.

Section 23. Execution in Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Escrow Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Escrow Agreement will be governed exclusively by the applicable laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

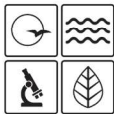
CITY OF SPRINGFIELD, MISSOURI

City Manager

(SEAL)

ATTEST:

City Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Springfield		RECIPIENT TELEPHONE NUMBER WITH AREA CODE 417-864-1910	
ADDRESS 840 Boonville Avenue		CITY Springfield	STATE MO
ZIP CODE 65802			
UNIQUE ENTITY ID VMKPNYHAL941	AWARD NUMBER C295859-02	BUDGET PERIOD 08/01/2023-07/31/2025	PROJECT PERIOD 08/01/2023-07/31/2025
RECIPIENT PROJECT MANAGER NAME Errin Kemper		RECIPIENT PROJECT EMAIL ADDRESS ekemper@springfieldmo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 417-864-1910

PROJECT INFORMATIONRECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

The project includes work in Group Six of the City of Springfield's Public Sewer Rehabilitation and Inflow and Infiltration Reduction program. Project Group Six rehabilitation work is characterized as cured in place pipe lining.

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☒ State ☐ Other ☐	CFDA NUMBER 66.458	CFDA NAME Capitalization Grants - Clean Water SRF
STATE PROJECT MANAGER NAME Kara Simon		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 573-522-2551	INDIRECT COST RATE FOR RECIPIENT

RESEARCH AND DEVELOPMENT YES ☐ NO ☒	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED
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PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 1,500,000.00	24 %	\$ 0.00	0 %	\$ 1,500,000.00	24 %
State/Other Award:	\$ 0.00	0 %	\$ 0.00	0 %	\$ 0.00	0 %
Recipient Match:	\$ 4,877,000.00	76 %	\$ 0.00	0 %	\$ 4,877,000.00	76 %
Total Award:	\$ 6,377,000.00	100 %	\$ 0.00	0 %	\$ 6,377,000.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES Clean Water State Revolving Fund Water Quality Incentive Grant		APPLICATION NUMBER		RECIPIENT APPLICATION, AS NEGOTIATED, DATED 03/01/2021	
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment # 3	ADDITIONAL ATTACHMENTS Attachment # Attachment #	

AMENDMENT INFORMATIONAMENDMENT ID AMENDMENT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))**FEDERAL AWARD INFORMATION** ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FFY 2022 Clean Water State Revolving Fund Capitalization Grant - These funds will be used to provide financial assistance for wastewater infrastructure costs in the State of Missouri under Title VI of the Clean Water Act. (The department may use other funding sources it has the legal authority to commit including the Water and Wastewater Loan Revolving Fund.)

FEDERAL AWARING AGENCY Environmental Protection Agency		FEDERAL AWARD ID NUMBER CS290001-27	PASS THROUGH ENTITY NAME MoDNR, DEQ, FAC
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 09/30/2022	TOTAL AMOUNT OF FEDERAL AWARD \$ 32076000	INDIRECT COST RATE FOR MoDNR 24.48 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐ *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐ *This question is optional.			

APPROVAL		
I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.		
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE

780-2664 (6-22)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the Department 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 by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. 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 closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.
 - 1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. 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.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures 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 match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

H. Equipment Use. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
 2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement 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 financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department'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 financial assistance agreement.
- S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. 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.

X. Termination

1. **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.
2. **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.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. 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:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. Subgrantee's Signature. The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. Human Trafficking. This requirement applies to non-profit recipients or subrecipients. The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. Illegal Immigration. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year.

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

GG. Prohibition on certain telecommunications and video surveillance service or equipment. Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or renew a contract) to procure, or
 - c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

- 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
- 2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

Terms of Financial Assistance Agreement
Clean Water State Revolving Fund
Project C295859-02G
City of Springfield

I. Administrative Terms

1. The recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

2. General Compliance, 40 Code of Federal Regulations (CFR) Part 33 - The recipient agrees to comply with the requirements of U.S. Environmental Protection Agency's (USEPA's) Program for Utilization of Disadvantaged Business Enterprises (DBE) in procurement under assistance agreements, contained in 40 CFR Part 33. The recipient must create and maintain a bidders list of all contractors and their subcontractors bidding or quoting USEPA assisted projects. The recipient must keep the bidders list until the project period for the financial assistance has ended. The following information must be obtained from all prime and subcontractors:
 - a. Entity's name and point of contact;
 - b. Entity's mailing address, telephone number, and e-mail address;
 - c. The procurement on which the entity bid or quoted, and when; and
 - d. Entity's status as a DBE or Non-DBE.
3. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR 1536.225. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in 2 CFR 1536.300.

Recipients may find details concerning violations of this condition under 2 CFR 1536.500.

4. 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.
5. 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.

6. The recipient and all subrecipients shall be subject to the Federal False Claims Act (31 U.S.C. §§ 3729-3733). The law applies to any federally funded contract or program and establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the United States government for payment.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform State Revolving Fund (SRF) funded construction oversight is not eligible for reimbursement under Missouri's SRF program.
2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Missouri Department of Natural Resources (Department) project coordinator unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the Department project coordinator with an amended schedule and an explanation for the changes.
3. 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 to properly operate and maintain all facilities and systems funded in whole or part by this agreement for the useful life of those facilities and systems.
5. 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.
6. The recipient agrees to submit the reimbursement request along with supporting documentation for approval and reimbursement no more frequently than monthly. The Department will pay each eligible invoice in accordance with the match percentage outlined in the fully executed FAA. In addition, the recipient shall pay any ineligible invoice amount and 100 percent of costs that exceed the federal award amount listed on the FAA.

The recipient should submit documentation to:

- a. deqwpcpfacaccounting@dnr.mo.gov (preferred), or
- b. Department of Natural Resources – Financial Assistance Center
Attn: FAC Accounting
P.O. Box 176, 1101 Riverside Drive
Jefferson City, MO 65102-0176

7. Generally Accepted Accounting Principles. In accordance with Sec. 602(b)(9) of the Federal Water Pollution Control Act, the recipient shall maintain project accounts in

accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

8. Architectural and Engineering (A/E) Procurement. The procurement of A/E services shall be in accordance with Sec. 602(b)(14) of the Federal Water Pollution Control Act.
9. American Iron and Steel Products. In accordance with Sec. 608(a) of the Federal Water Pollution Control Act, the recipient assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608(d) of the Federal Water Pollution Control Act.
10. In accordance with the National Defense Authorization Act, Section 889, as described in Public Law 115-232 and CFR 200.216, known as the *Prohibition on certain telecommunications and video surveillance services or equipment*, SRF recipients and subrecipients are prohibited from obligating or expending loan or grant funds to
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment includes those produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER
CLEAN WATER REIMBURSEMENT FORM
SRF GRANT AND DIRECT LOAN**

1. TYPE OF REQUEST: ____ PARTIAL ____ FINAL		3. PAYMENT REQUEST NUMBER: ____ PAGE 1 OF ____		
2. PROJECT NUMBER: C295859-02		4. PERIOD COVERED BY THIS REPORT: from: _____ to: _____		
5. RECIPIENT ORGANIZATION: CITY OF SPRINGFIELD 840 BOONVILLE AVE SPRINGFIELD, MO 65802		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR SPRINGFIELD 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295859-02		
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative	Office Use Only
A.				
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
K.				
L.				
Z. Total from continuation sheet (lines 7.M. - 7.Y.)				
AA. Eligible costs incurred to date				
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT		CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN		DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT		EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN		FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; 4) All work is in accordance with the terms of the funding agreements; and 5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.		RECIPIENT:	Signature of authorized certifying official:	
			Date signed:	
			Typed or printed name and title:	
		DNR REVIEWER: Office Use Only	Signature of review official:	
			Date signed:	
			Typed or printed name and title:	

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER
CLEAN WATER REIMBURSEMENT FORM
SRF GRANT AND DIRECT LOAN
CONTINUATION PAGE**

PAGE _____ OF _____

1. TYPE OF REQUEST: ____ PARTIAL ____ FINAL	3. PAYMENT REQUEST NUMBER: _____ PAGE 1 OF ____		
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5. RECIPIENT ORGANIZATION: CITY OF SPRINGFIELD 840 BOONVILLE AVE SPRINGFIELD, MO 65802	6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR SPRINGFIELD 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295859-02		
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Number and Name Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
011

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53330	08	33520	408070	000000	00000	\$ 4,877,000	2023 SRF Loan Proceeds (estimated) - Group 6 Public Sewer Rehabilitation Project
53020	08	33520	416010	000000	00000	1,500,000	2023 Water Quality Incentive Federal Grant - Group 6 Public Sewer Rehabilitation Project
Net Revenue Adjustment						\$ 6,377,000	

Expenditures:

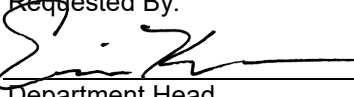
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53330	08	33520	509110	000000	00000	\$ 4,815,738	Group 6 Public Sewer Rehabilitation Project
53330	08	33520	509350	000000	00000	61,262	Issuance & Other Financing Costs
53020	08	33520	509110	000000	00000	1,500,000	Group 6 Public Sewer Rehabilitation Project
Net Expenditure Adjustment						6,377,000	

Fund Balance Appropriation:

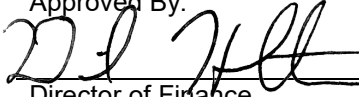
Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating 2023 SRF loan proceeds and a 2023 Water Quality Incentive Federal Grant for the Group 6 Public Sewer Rehabilitation Project and any related issuance and/or other financing costs.

Requested By:


Department Head 8-01-2023
Date

Approved By:


Director of Finance 8-01-2023
Date

Authorization:

Council Bill No. 2023-203
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-204 (CARROLL)

FILED: 07/20/2023

ORIGINATING DEPARTMENT: Fire

TITLE: A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 507 of the 2018 International Fire Code, relating to private fire service mains and hydrants.

PURPOSE: To update the current City of Springfield Fire Prevention Code by modifying the 2018 International Fire Code ("IFC"), and amending the language of Chapter 5, Fire Service Features, Section 507, Fire Protection Water Supplies, subsection 507.2.1.1.

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

The SFD seeks to amend Chapter 5, Fire Service Features, Section 507, Fire Protection Water Supplies, subsection 507.2.1.1, establishing and adopting a uniform standard for required inspection, testing, and identification of private fire hydrants.

Submitted By: David Pennington, Fire Chief

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 8/1/2023

Attachments:

1. Modification of the City of Springfield Fire Prevention Code
2. Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 08-01-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023 - 204

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
3 additions,' by adding specific local amendments to Section 507 of the
4 2018 International Fire Code, relating to private fire service mains and
5 hydrants.
6 _____
7

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

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

15 WHEREAS, the Fire Department recommends that the proposed revisions to the
16 Fire Code relating to Fire Protection Water Supplies be adopted to provide for a uniform
17 standard for required inspection, testing, and identification of private fire service mains
18 and hydrants in the City.
19

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

23 Section 1 – City Council hereby amends the Springfield City Code, Chapter 54
24 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32,
25 'Amendments and additions,' Section 507.2.1.1, relating to private fire service hydrants,
26 as set forth in "Exhibit A," which is attached hereto and incorporated herein as if copied
27 verbatim.
28

29 Section 2 – Severability Clause. If any section, subsection, sentence, clause, or
30 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
31 affect the validity of the remaining portions of this Ordinance. City Council hereby
32 declares that it would have adopted the Ordinance and each section, subsection,

33 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
34 sections, subsections, sentences, clauses, or phrases be declared invalid.

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

38
39 Passed at meeting: _____

40
41 _____
42 Mayor

43
44 Attest: _____, City Clerk

45
46 Filed as Ordinance: _____

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

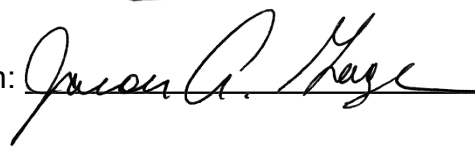
49
50
51 Approved for Council action:  _____, City Manager
52

Exhibit A

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

Section 507. Fire Protection Water Supplies

~~507.2.1.1 Private fire service hydrant color.~~ ~~Private fire service hydrants shall be red in color. The bonnet and caps shall be painted in accordance with NFPA 291 and shall apply to new and existing hydrants.~~

507.2.1.1 Private fire service main and hydrant testing and marking. Private fire service mains and hydrants shall be inspected in accordance with the requirements of NFPA 25 and shall be tested in accordance with the requirements of NFPA 291, utilizing at least a two-hydrant method. New and existing private fire hydrants shall be red in color as approved by the fire code official. The bonnet and caps of a private fire hydrant shall be painted in accordance with NFPA 291 and using the rated capacity at 20 psi residual pressure, and with colors approved by the fire code official.



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
APPOINTMENT TO**

FILED: 08/01/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO COUNCIL BILL 2023-205 (JENSON)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Contract for Sale of Real Estate with GDL Enterprises, LLC, for 750 square feet of vacant land formerly addressed as 730 West Grand Street; authorizing the issuance of a quitclaim deed for the same; and amending the budget of the Department of Public Works for Fiscal Year 2023-2024 in the amount of \$3,500. (Staff recommends approval.)

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into a contract ("Exhibit 1") for Sale of Real Estate with GDL Enterprises, LLC for 750 square feet of the vacant land formerly addressed as 730 West Grand Street, approve the budget adjustment, and amend the Fiscal Year 2023-2024 budget.

BACKGROUND INFORMATION: The City of Springfield Public Works department acquired this property for the Grand Street Widening Project (Campbell Avenue to Kansas Expressway) on March 28, 1996, which was recorded in the Greene County Recorder's office in Book 2434 Page 636. The property at the time of purchase was improved with a single-family residence that was subsequently razed for the street widening project.

GDL Enterprises, LLC has requested that the City sell the 750 square foot parcel of land adjacent to, and directly north of, property already owned by GDL Enterprises, LLC at 1012 S. Douglas Avenue. The parcels will be combined for the proposed Loose Goose development.

It is noted that the property is currently zoned R-SF and will need to be rezoned for the proposed redevelopment.

Staff has determined that there is sufficient public benefit provided by the transfer of this property to justify the City selling the surplus property for \$3,500 and other valuable consideration as set forth in the agreement.

At the May 11, 2023 meeting, the Planning and Zoning Commission determined that the disposal of the property was consistent with the Comprehensive Plan. Request to Dispose #529.

REMARKS: Staff finds the intended use of the property complies with the Grant Avenue Parkway initiative and the proposed project to be constructed on the property



provides public benefit to the City.

Staff recommends approval.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

Attachments:

1. 730 W Grand Disposal_Ord
2. 730 W Grand Disposal_Ex A
3. 730 W Grand Disposal BA

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed 08-01-23

Sponsored by Jenson

First Reading

Second Reading

COUNCIL BILL 2023-205

SPECIAL ORDINANCE

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Contract for Sale of Real Estate with GDL Enterprises, LLC, for 750 square feet of vacant land formerly addressed as 730 West Grand Street; authorizing the issuance of a quitclaim deed for the same; and amending the budget of the Department of Public Works for Fiscal Year 2023-2024 in the amount of \$3,500. (Staff recommends approval.)

WHEREAS, the City of Springfield ("City") previously acquired the 750 square feet of land formerly addressed as 730 West Grand Street (the "Property"), as part of the Grand Street Widening Project (Campbell Avenue to Kansas Expressway) on March 28, 1996; and

WHEREAS, GDL Enterprises, LLC, owns 1012 South Douglas Avenue, adjacent to the Property; and

WHEREAS, GDL Enterprises, LLC, has requested the City sell the Property so that it may be combined with adjacent parcels for the proposed Loose Goose development; and

WHEREAS, City staff has determined that there is sufficient public benefit provided by the transfer of this property to justify the City selling the surplus property for \$3,500 and other valuable consideration as set forth in the agreement; and

WHEREAS, the Planning and Zoning Commission recommended approval of the disposal of the property at its May 11, 2023, meeting; and

WHEREAS, disposition of real property calls for City Council approval.

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

35 a Contract for Sale of Real Estate ("Contract") with GDL Enterprises, LLC, said Contract
36 to be in substantially similar form as the document attached hereto and incorporated
37 herein by reference as "Exhibit A."
38

39 Section 2 – Upon closing of the sale of the property pursuant to the Contract, the
40 Mayor is hereby authorized to execute such documents as are necessary to convey title
41 to the real property by quitclaim deed.
42

43 Section 3 – City Council hereby authorizes the amendment of the budget of the
44 Department of Public Works for Fiscal Year 2023-2024 in the accounts and in the
45 amounts shown on Budget Adjustment No. 012, attached hereto and incorporated
46 herein by this reference as "Exhibit B."
47

48 Section 4 – City Council hereby finds that the budget adjustment made above
49 has been recommended by the City Manager.
50

51 Section 5 – The City Manager is directed to cause the appropriate accounting
52 entries to be made in the books and records of the City.
53

54 Section 6 – This Ordinance shall be in full force and effect from and after
55 passage.
56

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66
67 Approved as to form:  _____, Assistant City Attorney
68

69
70 Approved for Council Action:  _____, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) BUYER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		BUYER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES – RIGHT OF WAY SUPERVISOR DEPT: PUBLIC WORKS		Name(s): GDL Enterprises, LLC	
		Address: P.O. Box 8804 Springfield, MO 65801	
		Phone: (573) 999-3702	Email: andrew@everett-homes.com
		Attention: Andrew Dolittle	
		SSN/Federal Tax ID Number:	

CONTRACT FOR SALE OF REAL ESTATE

1. **PARTIES.** This contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.
2. **PROPERTY.** Buyer has offered to buy and the City is willing to sell, on the terms and conditions set forth herein, the real estate located at 730 W. Grand Street, Springfield, Missouri, more particularly described on Exhibit 1 and illustrated on Exhibit 2, by quitclaim deed (Exhibit 3).
3. **PURCHASE.** The Purchase Price shall be three thousand five hundred dollars (\$3,500.00). Buyer shall pay the Purchase Price to City upon closing.
4. Seller will convey the real estate by quitclaim deed upon closing, reserving any and all easements.
5. The Buyer has inspected and carefully examined the above-described improved Property, and neither City nor any other person on City's behalf has made and does not now make any representations, warranties, or agreements as to the value, condition, quality, or suitability of said Property. Buyer accepts and understands it is purchasing the property in an "as is" condition.
6. Possession shall be delivered to the Buyer at the time of closing, in "as is" condition, and with all defects.
7. At Buyer's expense, Buyer may pay for environmental analyses and inspections. City agrees to allow entry upon the Property by the Buyer's environmental consultant at Buyer's expense. Buyer shall be responsible to City for any injury or damage caused by such inspections, including Buyer or its agents, and Buyer agrees to promptly repair and restore the Property as soon as reasonably possible to its original condition prior to such inspection.
8. **CITY'S REPRESENTATIONS.** City represents to Buyer:
 - a. That the property is currently zoned R-SF and will need to be rezoned and combined with the adjacent property already owned by the Buyer; and
 - b. That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; and
 - c. That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; and

- d. That the Seller has full authority to enter into this agreement and that the Property is not subject to any legal proceedings, options, contracts of sale, leases or other rights in favor of any third parties; and
- e. That these representations will continue to be true at the closing, unless Seller has given buyer notice to the contrary in writing prior thereto.
9. This sale shall be closed at the City of Springfield, Busch Municipal Building, 840 N. Boonville Avenue, Springfield, Missouri 65802 on or before Closing date, at which time all moneys and papers shall be delivered, and all other things called for by this Contract at time of closing shall be done. Where items are to be prorated, the Buyer shall have the benefit of or be charged with their share on the day of closing, as the case may be; and where significant, the actual number of days in a particular month shall be taken into account. The title company closing fee shall be paid by Buyer.
10. Any notice provided for in this Contract may be given by sending such notice by certified U. S. mail, and a notice so sent shall be deemed to have been received within three (3) business days subsequent to the day of mailing. It shall be sufficient if notices to Buyer are addressed to GDL Enterprises, LLC, P.O. Box 8804, Springfield, MO 65801, and if notices to Seller are addressed to City Manager, City of Springfield, P.O. Box 8368, Springfield, MO 65801. This clause shall not limit the effectiveness of other methods of giving notice.
11. No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.
12. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties. This Contract shall be binding upon the parties hereto, their heirs, executors and administrators, successors and assigns.

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

SELLER:

CITY OF SPRINGFIELD, MISSOURI,
a municipal corporation

By: _____
City Manager, or designee

Date: _____

Approved as to form:

Assistant City Attorney

BUYER:

GDL Enterprises, LLC

By: _____
Andrew Dolittle

Title: _____

Date: _____

By: _____

Cameron LaBarr

Title: _____

Date: _____

By: _____

William Grega

Title: _____

Date: _____

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 115 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 22, THENCE WEST 298 FEET FOR A NEW BEGINNING POINT, THENCE WEST 50 FEET, THENCE SOUTH 15 FEET, THENCE EAST 50 FEET, THENCE NORTH TO THE PLACE OF BEGINNING. CONTAINING 750 SQUARE FEET OR 0.017 ACRES, MORE OR LESS. ALL LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI.



Kent R. Peterson
2-7-2023

BEGINNING

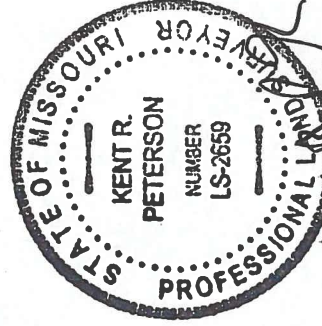
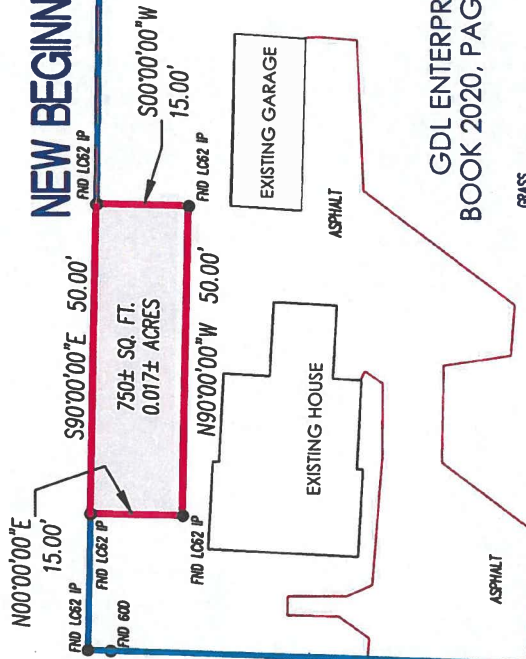
NORTHEAST CORNER, WEST 1/2, NE 1/4
SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST

GRAND STREET

SCALE: 1" = 30'

DOUGLAS AVENUE

NEW BEGINNING



GDL ENTERPRISES, LLC
BOOK 2020, PAGE 053797-20

GRASS

ANDERSON CO.# 000062



3219 S. WEST BYPASS - SPRINGFIELD, MISSOURI 65807 - PHONE (417) 868-2741

GDL ENTERPRISES, LLC

FEE PROPERTY SKETCH

GRAND STREET, SPRINGFIELD, MO

DRAWN BY:	BAC
DATE:	1-19-2023
CLIENT NO:	22SP10218
FIELD BY:	CB
FIELD B/C:	-
DRAWING NO:	111674.DWG

EXHIBIT

2

tabbies



QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2023, by and between **City of Springfield, Missouri**, a municipal corporation ("Grantor") and the **GDL Enterprises, LLC**, a Missouri limited liability company ("Grantee"). The mailing address of Grantor is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802. The mailing address of Grantee is P.O. Box 549, Ozark, Missouri 65721.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby Remise, Release and forever Quitclaim to Grantee, and Grantee's heirs and assigns, the following described real property in Greene County, Missouri:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

TO HAVE AND TO HOLD the same, the said Grantor hereby releases, and forever Quit Claims all of its rights immunities, privileges and appurtenances thereto belonging, unto said Grantee, its successor and assigns forever so that neither the Grantor nor is successor and assigns, nor any other person or person for it or in its name or on its behalf, shall or will hereafter claim or demand any right, except as herein, reserved, or title to the aforesaid premises or any part thereof, but they shall by these presents be excluded and forever barred.

EXCEPTIONS: Grantor excepts from this conveyance: (a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable, if any; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

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

GRANTOR
CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

STATE OF MISSOURI
COUNTY OF GREENE

SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared **Ken McClure**, the **Mayor** of **City of Springfield, Missouri**, a municipal corporation, known to me to be the person who executed the within document, on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

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

“Notary Seal”

Notary Public: _____

Print Name: _____

EXHIBIT A

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 115 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29, RANGE 22, THENCE WEST 298 FEET FOR A NEW BEGINNING POINT, THENCE WEST 50 FEET, THENCE SOUTH 15 FEET, THENCE EAST 50 FEET, THENCE NORTH TO THE PLACE OF BEGINNING. CONTAINING 750 SQUARE FEET OR 0.017 ACRES, MORE OR LESS. ALL LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI.



BEGINNING

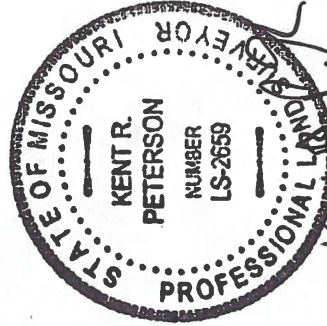
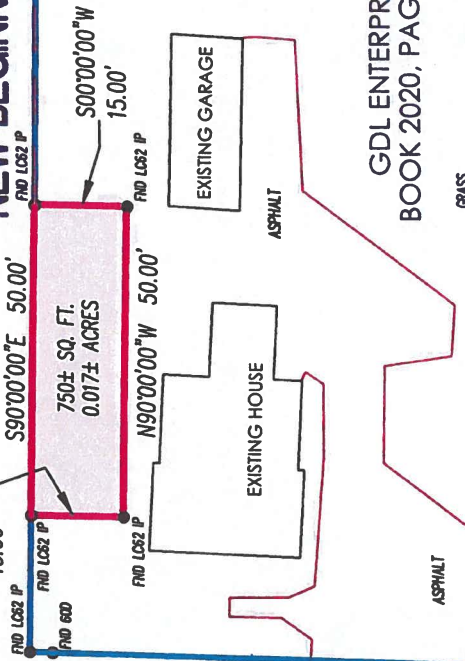
NORTHEAST CORNER, WEST 1/2, NE 1/4
SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST

GRAND STREET

SCALE: 1" = 30'

DOUGLAS AVENUE

NEW BEGINNING



ANDERSON COAM 000062



3213 S. WEST BYPASS - SPRINGFIELD, MISSOURI 65807 - PHONE (417) 868-2741

GDL ENTERPRISES, LLC

FEE PROPERTY SKETCH

GRAND STREET, SPRINGFIELD, MO

DRAWN BY: BAC

DATE: 1-19-2023

CLIENT NO: 22SP10218

FIELD BY: CB

FIELD BK: -

DRAWING NO: 111674.DWG

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
012

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41100	20	73020	406170	000000	00000	\$3,500	Sale of Property - 1/4-cent Capital Improvement Sales Tax
Net Revenue Adjustment						\$3,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41100	20	73020	502720	100362	00000	\$3,500	1/4-cent Capital Improvement Sales Tax Projects
Net Expenditure Adjustment						\$3,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 Budget by appropriating \$3,500 proceeds from the sale of property at 730 W. Grand.

Requested By:

Dan Smith 8-01-2023
Department Head Date

Approved By:

D. J. Hill 8-01-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-205
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-206 (HORTON)

FILED: 07/19/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 601 North Brown Avenue as part of the Westport Branch Green Infrastructure Project and to execute all necessary documents in support thereof.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 601 North Brown Avenue as part of the Westport Branch Green Infrastructure project and to execute all necessary documents in support thereof.

BACKGROUND INFORMATION: The Department of Environmental Services anticipates constructing a green infrastructure project along Westport Branch, a tributary of the North Branch of Wilsons Creek. The proposed project, located near the 2600 block of Chestnut Expressway, may include a naturalized stream channel, rain gardens, and native plantings to provide water quality treatment for the estimated 600-acre watershed and address water quality impairments in downstream waterways.

601 North Brown Avenue is adjacent to existing City-owned property at 2617 West Phelps Street, which is the main location of the Westport Branch Green Infrastructure project. Acquisition of 601 North Brown Avenue will provide land for additional water quality treatment for the estimated 600-acre watershed.

In addition, Council authorized the City to apply for Missouri Department of Natural Resources Section 319 Nonpoint Source Pollution Grant Program funds to assist with the construction of the Westport Branch Green Infrastructure project, through Resolution 10694 in 2023.

Cost of the acquisition is \$46,000 and will be funded from the Clean Water Enterprise Fund of the Department of Environmental Services that was budgeted for Fiscal Year 2023-2024.

Submitted By: Ron Petering, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 7/27/2023

Attachments: 1. 601 N Brown Acquisition

2. 601 N Brown Acquisition Contract_Exh1

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed 08-01-23

Sponsored by Horton

First Reading _____

Second Reading _____

COUNCIL BILL 2023-206

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract for the
2 purchase of land generally located at 601 North Brown Avenue as part
3 of the Westport Branch Green Infrastructure Project and to execute all
4 necessary documents in support thereof.
5 _____
6

7 WHEREAS, the Department of Environmental Services anticipates constructing
8 the Westport Branch Green Infrastructure Project (hereinafter "Project") along Westport
9 Branch, a tributary of the North Branch of Wilsons Creek, to provide water quality
10 treatment in the watershed area. Said Project is adjacent to and inclusive of the property
11 located at 601 North Brown Avenue; and
12

13 WHEREAS, Council passed Resolution 10694, on 3/20/2023, authorizing the
14 City to apply for federal pass-through grant funds from the Missouri Department of
15 Natural Resources, Section 319 Nonpoint Source Pollution Grant Program, to assist
16 with the construction of the Westport Branch Green Infrastructure Project; and
17

18 WHEREAS, this Project is listed in the Council-approved Capital Improvements
19 Program ("CIP") as 21-0001; and
20

21 WHEREAS, funding for the acquisition is provided by the Clean Water Enterprise
22 Fund of the Department of Environmental Services and was budgeted for Fiscal Year
23 2023-2024 for this Project; and
24

25 WHEREAS, the Planning and Zoning Commission reviewed this matter and
26 approved the request to Acquire Number 541 on July 13, 2023.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
32 a contract to purchase the property generally located at 601 North Brown Avenue, as
33 part of the Westport Branch Green Infrastructure Project, in a form approved by the City

34 Attorney and substantially in form and content as that attached hereto and incorporated
35 herein by this reference as "Exhibit 1," and to do those things necessary to carry out the
36 terms of the contract and the intent of this Council Bill, including executing all necessary
37 documents, provided the form of the documents are approved by the City Attorney.
38

39 Section 2 – This Ordinance shall be in full force and effect from and after
40 passage.
41

42 Passed at meeting: _____
43

44 _____
45 Mayor
46

47 Attest: _____, City Clerk
48

49 Filed as Ordinance: _____
50

51 Approved as to form: John Millington, Deputy City Attorney
52
53

54 Approved for Council action: Juan C. Page, City Manager
55

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		SELLER(S)	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL D. BLEES, SR/WA DEPT: PUBLIC WORKS		Name(s): BLH Real Estate, LLC Address: 2639 S. Luster Ave. Springfield, MO 65804 Phone: (417) 872-9055 E-Mail: brittany@luzerealtymo.com Attention: Brittany Haik	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.
2. **PURPOSE.** The City is engaged in carrying out an Environmental Services Department improvement project known as: **Green Infrastructure Projects #21-0001**, hereinafter referred to as "Project," in an area located in the City; and
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements, restrictions and Special Tax Bill No. SVC2019-04929, the real property commonly known as **601 N. Brown Avenue** located in Springfield, Greene County, State of Missouri, more particularly described as follows: "**See Exhibit A**", all of which is the "Property" in this Contract.
4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:
 - a. **Price.** The City agrees to pay the amount of **Forty-Six Thousand and No/100 Dollars (\$46,000.00)** for the Property, payable in cash or certified check.
 - b. **Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:
 - (1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.
 - (2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.
 - (3) The project authorizing this improvement has not been approved by the Planning and Zoning Commission of the City of Springfield.
 - (4) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain unknown and undisclosed exceptions unacceptable to City.
 - (5) The City does not have appropriated unencumbered funds necessary to purchase the property.
 - (6) Other Contingencies: **None**
 - (7) Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.
5. **SELLER'S REPRESENTATIONS.** Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property other than Special Tax Bill #SVC2013-04929; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

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

6. ADDITIONAL TERMS AND CONDITIONS.

- a. The City will pay for the closing cost associated with the purchase and transfer of ownership of the property.
- b. The City accepts the property with the existing Tax Bill Lien related to Tax Bill #SVC2019-04029, recorded in the Greene County Recorder's Office in Book 2021 Page 040917-21. Seller is released from and shall have not further responsibility or liability for Special Tax Bill #SVC2013-04929.
- b. All real estate sales commissions (if any) will be the responsibility of the seller.

The following Addenda, if applicable, together with "Exhibits A and B" as referenced in this Contract, are attached and incorporated herein at the time of acceptance:

Exhibit A – Title Commitment #2023-3004647

Exhibit B – Greene County GIS Aerial Map

7. CLOSING AND POSSESSION.

- a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **22nd day of September 2023**, (the Closing Date), unless otherwise agreed to in writing.
- b. The City shall take possession of the Property at the time of closing.

8. CLOSING PROCEDURES. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Meridian Title Company, 1334 E. Republic Road, Springfield, Missouri 65804.**

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

9. PRORATION.

- a. Insurance, interest, rentals, and association dues, if applicable, shall be prorated to Closing Date.
- b. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100. Seller is not responsible for 2023 real estate taxes.

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

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

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

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

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

- a. Seller has complied with Seller's other obligations; and
- b. The Property is otherwise in substantially the same condition, as on the date of the offer, unless otherwise agreed in writing;
- c. Any contingency or defect of title has been resolved.

12. REMEDIES UPON DEFAULT.

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

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

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

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

15. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

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

(2) The date of delivery of notice by FAX transmission which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

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

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

c. It shall be sufficient if notices sent to the Seller are addressed to
Brittany L. Haik, 2639 S. Luster Ave., Springfield, Missouri 65804.

With Copy to:

**C. Nathan Dunville
Neale & Newman, LLP
2144 E. Republic Rd., Suite F-302
Springfield, MO 65804**

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

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

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

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

20. **ATTORNEYS FEES.** In the event legal action is commenced by the Buyer or Seller against the other to interpret or enforce any term of this Contract, including an action for specific performance, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses from the other.

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

RECOMMENDED BY

Director of Public Works or Acting Director

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

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS THE RELEASE AND IS IN AGREEMENT WITH ITS TERMS.

SELLER(S): BLH Real Estate, LLC

Signature: _____
Brittany L. Haik

Date: _____



Transaction Identification Data for reference only:

Issuing Agent: Meridian Title Company
Issuing Office: 1334 East Republic Road, Springfield, MO 65804
ALTA® Universal ID: 1026728
Loan ID Number:
Issuing Office File Number: TITLE-2023-3004647
Commitment Number: TITLE-2023-3004647
Revision Number:
Property Address: 601 North Brown Avenue, Springfield, MO 65802

SCHEDULE A

1. Commitment Date: 05/22/2023 at 8:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy \$

PROPOSED INSURED: City of Springfield, Missouri, a municipal corporation

(b) ALTA Loan Policy \$

PROPOSED INSURED:

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

BLH Real Estate LLC, a Missouri Limited Liability Company

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: _____
Amy Isaacson
Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This agent requires a copy of the Articles of Organization, Operating Agreement and a Certificate of Good Standing for the Limited Liability Company acting as proposed seller.
6. All buyer/borrower and/or seller documents must be signed by authorized signer for BLH Real Estate LLC.
7. All buyer/borrower and/or seller documents must be signed by authorized signer for City of Springfield, Missouri.

Duly authorized and executed Deed from BLH Real Estate LLC, a Missouri Limited Liability Company, to City of Springfield, Missouri, a municipal corporation, to be executed and recorded at closing.

8. Special Tax Bill, with Tax Bill #SVC2019-04929, for \$12,615.10, recorded in Book 2021 Page 040917-21, Greene County Recorder's Office.
9. This Company finds no open Deeds of Trust of record. If there are any liens, recorded or unrecorded, please notify us immediately. We reserve the right to make additional requirements and/or exceptions upon review of any documentation provided.
10. Payment of all real estate taxes through and including those for the year 2022.
The following is provided for informational purposes only:
Current Tax Status: PAID
Tax Year: 2022
Tax ID: 88-13-15-315-047
Tax Amount: \$160.03
Delinquent taxes, if any: NONE
Taxes for the year 2022 are now due and payable by December 31, 2022.
11. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture and/or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

12. If mechanic's lien coverage is desired on the loan policy, satisfactory evidence should be supplied to the

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ALTA Commitment for Title Insurance 8-1-16

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title insurance company that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor of materialmen and materials are all paid; have released of record all liens or notice of intent to perfect a lien for labor or material, if any. The company must be given notice if any structures located on the subject property have had any of the above mentioned services provided within the last twelve (12) months.

13. Closing Information: If the closing on the subject property is to be conducted by Burcham's Meridian Title, LLC, we require all monies due from the purchase to be in the form of a cashier's check or certified funds. We will require a wire transfer be made payable to Burcham's Meridian Title, LLC coming from a financial institution located in a state other than Missouri. If the sale proceeds or any "payoff" pursuant to the closing requires "good funds", then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibilities for delays in the clearing of funds. This requirement is in accordance with Senate Bill 664 signed by the Governor, July 10, and which became effective on August 28, 1996.
14. This agent reserves the right to make further requirements.

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ALTA Commitment for Title Insurance 8-1-16





SCHEDULE B, PART II Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and real estate taxes which become due and/or payable after the date of this policy.
8. Subject to Easements, Restrictions and Building Set Back Lines that may be filed for record according to the Plat filed in Plat Book M Page 26, Greene County Recorder's Office.
9. Subject to a Notice of Administrative Hearing Affecting Real Estate has been filed in Book 2019 Page 034100-19, Greene County Recorder's Office.
10. Subject to Restrictions recorded in Book 715 Page 104, Greene County Recorder's Office.
11. Outstanding title in and to all oil, gas and other minerals within and underlying the real estate in question, vested in other person or corporations, nor will the policy insure against loss or damage by reason of the mining rights or other rights, privileges and immunities relating to such oil, gas and other minerals and it will not insure against loss or damage due to operations on the surface of insured premises in connection with such oil, gas and other minerals, nor will the policy insure against loss or damage by virtue of any existing or future oil, gas or other mineral lease covering such premises. The Company makes no representation as to the present ownership of any such rights or interests. There may be leases, grants, exceptions or reservations that are not listed.
12. Property Owner's Association dues, if any.

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ALTA Commitment for Title Insurance 8-1-16





13. Subject to consequences arising from any final decree determining that only an easement was acquired, but that if this occurred, the policy would be deemed to insure an easement only estate.
14. Minerals, both subsurface and surface substances, including but not limited to coal, oil, gas, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.

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ALTA Commitment for Title Insurance 8-1-16

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EXHIBIT A
Property Description

Issuing Office File No.: TITLE-2023-3004647

All of the South One-Half (S 1/2) of Lot Fourteen (14), All of Lots Seventeen (17) and Eighteen (18), lying North of Chestnut Expressway, and All of Lot Fifteen (15) and Sixteen (16), Block C, in Fourth Addition to Fairfield Acres, in the City of Springfield, Greene County, Missouri, subject to any part thereof taken, deeded or used for road or highway purposes.

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ALTA Commitment for Title Insurance 8-1-16

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1315315047 601 N BROWN AVE, SPRINGFIELD



EXHIBIT
B

1:1,128

0 0.0125 0.025 0.04
0 0.02 0.04

City of Springfield, Missouri GIS

June 22, 2023



EXPLANATION TO COUNCIL BILL 2023-207 (SIMPSON)

FILED: 07/18/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution approving the use of funds from the 1/4-Cent Capital Improvements Sales Tax Minor Neighborhood Improvement Program in the amount of \$900 to support the fabrication and installation of neighborhood identification signs for the Seminole Holland Neighborhood Association (Zone 4).

PURPOSE: Adopting a resolution approving the use of funds from the Minor Neighborhood Improvement Program from the ¼-cent Capital Improvement Sales Tax in the amount of \$900 to support the fabrication and installation of Neighborhood Identification Signs for the Seminole Holland Neighborhood Association (Zone 4).

BACKGROUND INFORMATION: In February 2009, City Council adopted a policy and guidelines for the placement of neighborhood identification signs on right-of-way. The Neighborhood Sign Program is intended to communicate clear and identifiable boundaries that create a sense of place, through the placement of neighborhood identification signs that represent the individual character and identity of the neighborhood. Since the policy was adopted in 2009, twenty-two of the City's registered neighborhood organizations have requested and received neighborhood identification signs through this program. The Seminole Holland Neighborhood Association (see "Exhibit A") was formed in November 2022 and has requested neighborhood identification signs. The estimated total cost of the project is \$900.

Zone 4 Councilmember Matt Simpson has indicated support for funding of the neighborhood identification signs from the Minor Neighborhood Improvement Program (Zone 4) from the ¼-cent Capital Improvement Sales Tax. The current balance of the Zone 4 account is \$87,970. If this project is approved for Zone 4 funding, the revised Zone 4 account balance will be \$87,070 and this would be the first project approved during Fiscal Year 2024 for funding from the Minor Neighborhood Improvement Program.

Supports the following City Council Priorities:

- Promote Quality of Place

REMARKS: The Planning and Development staff recommends approval of this Council resolution.

Submitted By: Alana Owen, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 7/27/2023

- Attachments:**
1. Seminole Holland Neighborhood Signs_res
 2. Seminole Holland Neighborhood Signs_exhA

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 08-01-23

Sponsored by: Simpson

COUNCIL BILL 2023-207 RESOLUTION

A RESOLUTION

1 APPROVING the use of funds from the 1/4-Cent Capital Improvements Sales Tax
2 Minor Neighborhood Improvement Program in the amount of \$900 to
3 support the fabrication and installation of neighborhood identification
4 signs for the Seminole Holland Neighborhood Association (Zone 4).
5 _____
6

7 WHEREAS, City Council adopted and approved the Neighborhood Identification
8 Sign Program ("Program"), a policy and guidelines for the placement of neighborhood
9 identification signs on rights-of-way, through Resolution 9664 in February 2009; and
10

11 WHEREAS, since the adoption of Resolution 9664, twenty-two of the City's
12 registered neighborhood organizations have requested and received neighborhood
13 identification signs through this Program; and
14

15 WHEREAS, the Seminole Holland Neighborhood Association was formed in
16 November 2022 and has requested neighborhood identification signs, the estimated
17 cost of which is \$900; and
18

19 WHEREAS, Zone 4 Councilmember Matthew Simpson has indicated support for
20 funding the signs from the 1/4-Cent Capital Improvements Sales Tax, Minor
21 Neighborhood Improvement Program, of which the current Zone 4 balance is \$87,970;
22 and
23

24 WHEREAS, if this project is funded, the revised Zone 4 account balance will be
25 \$87,070, and this would be the first project approved during Fiscal Year 2023-2024 for
26 funding from the Minor Neighborhood Improvement Program.
27

28 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – City Council hereby approves the allocation of funds from the Zone 4,
32 1/4-Cent Capital Improvements Sales Tax, Minor Neighborhood Improvement Program,
33 in the amount of \$900 to support the fabrication and installation of neighborhood
34 identification signs for the Seminole Holland Neighborhood Association, the boundaries

35 of which are indicated in "Exhibit A," attached hereto and incorporated herein by
36 reference.

37
38 Section 2 – This Resolution shall be in full force and effect immediately upon
39 adoption.

40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45
46 Attest: _____, City Clerk

47
48 Filed as Resolution: _____

49
50
51 Approved as to form: Jill Bennis, Assistant City Attorney

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

