City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Matthew Simpson, Zone 4	Derek Lee, General D

October 16, 2023 | **6:30 PM** | **Regional Police-Fire Training Center**

Rules and procedures.

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. September 29, 2023, Special City Council Meeting, and October 2, 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 2023-231 (Horton)
A special ordinance granting Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: North Point Church; 829 W. Atlantic Street and 2015 N. Missouri Avenue; Conditional Use Permit NO. 476.)

6.2. Council Bill 2023-232 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: City Utilities of Springfield; 529 W. Grand; Z-24-2023.)

6.3. Council Bill 2023-233 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: GDL Enterprises, LLC; 505 and 509 W. Grand Street & 931 and 937 S. Market Avenue; Z-23-2023 with Conditional Overlay District No. 238.)

6.4. Council Bill 2023-234 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: St. James Hotel Properties, LLC; 1266 East Lark Street; Z-21-2023.)

6.5. Council Bill 2023-235 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Township 28, LLC; 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place; Z-20-2023 with Conditional Overlay District No. 236.)

6.6. Council Bill 2023-236 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Joseph S. Manzardo & Kari J. Manzardo Revocable Trust; 3601 East Chestnut Expressway; Z-26-2023 with Conditional Overaly District No. 239.)

6.7. Council Bill 2023-237 (Carroll)
A special ordinance authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of $39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $39,604 to appropriate the grant funds.

6.8. Council Bill 2023-238 (Lee)
A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of $100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $100,000 to appropriate the grant funds.

6.9. Council Bill 2023-239 (Jenson)
A special ordinance approving a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

6.10. Council Bill 2023-240 (Horton)
A special ordinance authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of $600,000. (Staff and Planning and Zoning Commission recommend approval.)

6.11. Council Bill 2023-241 (McGull)
A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of $750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

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

7.1. Council Bill 2023-243 (Lee)
A resolution declaring the intent of the City of Springfield to reimburse itself for certain capital expenditures acquired prior to the issuance of lease proceeds issued by the City of Springfield.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-244 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept a Brownfields Job Training Grant from the United States Environmental Protection Agency in the amount of $500,000 to be utilized to fund the Green for Greene job training program and to enter into necessary agreements to carry out the grant; amending the budget of the Workforce Development Department for Fiscal Year 2023-2024 in the amount of $500,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

10.2. Council Bill 2023-245 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Division Street and Ohara Avenue Stormwater Improvement Project, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $555,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

10.3. Council Bill 2023-246 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design of a sidewalk along Mt. Vernon Street and Miller Avenue, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $130,385 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

10.4. Council Bill 2023-247 (McGull)

A special ordinance authorizing the City Manager, or his designee, to enter into a Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design and construction of a multi-use path through Smith Park connecting Jordan Creek Trail to Division Street, and to do those things necessary to receive and disburse such funds, including entering into an agreement; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $115,242 to appropriate the grant funds; 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 2023-256 (Carroll)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code," Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-350, 'Planning and zoning commission,' for the purpose of eliminating duplication and aligning the Planning and Zoning Commission procedures with best practices of other communities in the state. (Staff and Planning and Zoning Commission both recommend approval.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-249 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 6, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2023-2024 in the amount of $860,000.

13.2. Council Bill 2023-250 (Hosmer)

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

13.3. Council Bill 2023-251 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," for multiple purposes, including but not limited to the following: aligning the Merit Rules with the City's Code and Charter in light of recent Charter changes approved by voters in April 2023; furthering the City's diversity and inclusion goals; clarifying specific provisions within the Merit Rules; adding or reordering certain definitions; and addressing language that is no longer utilized.

13.4. Council Bill 2023-252 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $217,128.00 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2023-2024 in the amount of $217,128.00.

13.5. Council Bill 2023-253 (Hosmer)
A special ordinance authorizing the City Manager, or his designee, to enter into a Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $61,295 to appropriate the federal grant funds.

13.6. Council Bill 2023-254 (Hosmer)
A special ordinance authorizing the City Manager, or his designee, to enter into a federal Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $96,641 to appropriate the federal grant funds.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

15.1. The Mayor recommends the following appointment to the Public Building Corporation: Lauren Southern with term to expire September 1, 2029.

15.2. The Mayor recommends the following reappointment to the Public Building Corporation: Jane Patterson with term to expire September 1, 2029.

15.3. 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. See Item #3.

19.1. Council Bill 2023-255 (Hardinger)
A resolution confirming the reappointment of Joseph Hulston and James Tillman to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

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

20.1. Confirm the following appointments to the Citizens' Advisory Committee for Community Development: Debra Whitt and Christina Pike with terms to expire May 1, 2024.

20.2. Confirm the following appointment to the Citizens' Advisory Committee for Community Development: Braylon Williams with term to expire May 1, 2025.

20.3. Confirm the following appointment to the Landmarks Board: Jesse Nix with term to expire November 1, 2026.

20.4. Confirm the following appointment to the Personnel Board: Jessika Ricci with term to expire March 1, 2026.

21. END OF CONSENT AGENDA.

22. ADJOURN.

September 29, 2023
Springfield, Missouri

The City Council met in special session on September 29, 2023, at the Lake Springfield Park Boathouse and Marina, 2312 E. Lake Springfield Park Road, Springfield, MO 65804. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

Mayor Pro Tem Simpson moved City Council hold a closed meeting to discuss hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

Councilman Jenson seconded the motion, and it was approved by the following vote: Ayes: Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Abstain: None. Absent: None.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Matthew Simpson, Zone 4	Derek Lee, General D

October 2, 2023 6:30 PM Regional Police-Fire Training Center

1. ROLL CALL.

Mayor McClure welcomed everyone to the new temporary location at the Springfield Regional Police-Fire Training Center and thanked the hosts.

Present: Councilmember McGull, Councilmember Carroll, Councilmember Hardinger, Councilmember Horton, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Hosmer, Councilmember Lee, and Mayor McClure,
Absent: None

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. September 18, 2023, City Council Meeting.

Councilman Hosmer moved to approve the minutes of the September 18, 2023, City Council Meeting. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, and Councilmember Hardinger, and Mayor 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 as presented.

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

4. CEREMONIAL MATTERS.

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

Mayor McClure noted the City Manager and Deputy City Managers were at a conference, and there would be no City Manager's Report.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Amended Council Bill 2023-160 (Hardinger)

A special ordinance accepting a donation of $15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2023-2024 to appropriate the donation funds.

Amended Council Bill 2023-160 (Hardinger). Special Ordinance 27908 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-224 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-10, 'Authority to initiate voluntary annexation of state right-of-way' to authorize the City Manager to initiate the voluntary annexation of state right-of-way.

Council Bill 2023-224 (Carroll). General Ordinance 6813 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-225 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various job titles within the City service as contained in the Classifications of the Professional, Administrative and Technical Non-Union Schedule by making provision for six new job titles and deleting three job titles; adding an Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and amending the Fiscal Year 2023-2024 budget of the Airport to adjust the authorized employee positions for the addition of seven new Full Time Equivalent positions, and amend the budget in the amount of $348,768.78 to appropriate funds for such positions.

Council Bill 2023-225 (Hardinger). General Ordinance 6814 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, , Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember

Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2023-226 (Hosmer)
A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Council Bill 2023-226 (Hosmer). Special Ordiance 27909 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

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

7.1. Council Bill 2023-228 (Jenson)
A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Tacos El Champu 2 LLC, d/b/a Tacos El Champu 2, for the location at 603 South Kimbrough Avenue, Springfield, Missouri.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would grant a liquor license for retail liquor, including Sunday sales, to Tacos El Champu II for the location at 603 South Kimbrough Avenue. He further noted the location is in the Missouri State University area.

Mayor McClure noted the bill was before City Council because of the establishment's close proximity to the Missouri State University campus. He confirmed with Mr. Holtmann that no objections were received.

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

Council Bill 2023-228 (Jenson). Resolution 10724 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, , Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2023-229 (Jenson)
A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe, for the location at 625 South Kimbrough Avenue, Springfield, Missouri.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would grant a liquor license for retail liquor, including Sunday sales, to Gabriella Colorado Navarette for Kimbrough Asian Cafe at the 603 South Kimbrough Avenue location. He further noted the location is in the Missouri State University area, and no objections were received.

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

Councilwoman Carroll provided a verbal vote of aye which was registered in the system.

Council Bill 2023-229 (Jenson). Resolution 10725 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-230 (Hosmer)
A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of $19,950 from the State of Missouri, Department of Public Safety for the purchase and installation of seven solar-powered Flock license plate recognition cameras; and amending the budget of the Police Department for Fiscal Year 2023-2024 in the amount of $19,950; and declaring that this bill qualifies as a one-reading bill pursuant to Charter Section 2.16(25).

Paul Williams, Police Chief, provided a brief overview of the proposed. Chief Williams noted the proposed would allow for the purchase of seven new Flock license plate reader cameras for the Police Department. He added the department currently had twenty-one cameras. Chief Williams noted the cost to operate the cameras was a recurring cost and would be included in the budget for next year.

Councilmember Hosmer asked if the cameras were for identification purposes only. Chief Williams responded the cameras read license plates as they pass, and this information is run through a database to find vehicles that are wanted. Councilmember Hosmer asked if the cameras would identify expired license plates. Chief Williams responded the cameras take a picture of the plates. However, there is no database to his knowledge to run the information against. Councilmember Hosmer asked if the Flock cameras are more useful than regular traffic cameras. Chief Williams responded the two types serve different functions and expressed his belief they are both needed.

Councilmember Jenson asked how license plate numbers are searched. Chief Williams responded an alert would be sent to officers to locate the vehicle throughout the day as the cameras scanned license plates. Chief Williams noted the readers can also be used when looking for a wanted vehicle, and the cameras record every license plate that passes by. Councilmember Jenson asked for the best way to follow up on noise complaints and if noise complaints can be substantiated by cameras. Chief Williams noted this would be a good question for the City Attorney. Rhonda Lewsader, City Attorney, responded a noise complaint would need to include an individual who could identify the driver of the vehicle.

Councilmember McGull asked if the cameras could be successfully used for AMBER Alerts. Chief Williams responded they have been in other locations around the country.

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

Council Bill 2023-230 (Hosmer). Special Ordinance 27910 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-231 (Horton)
A special ordinance granting Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: North Point Church; 829 W. Atlantic Street and 2015 N. Missouri Avenue; Conditional Use Permit NO. 476.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would allow for an adaptive use of a nonresidential structure and permit conditional uses for a non-profit community center, the Dream Center. He added the applicant would have a daycare and offices. The non-profit would comply with standards of approval and provisions of the site plan.

Councilmember Horton asked if the proposed would be for the specific purpose of allowing the existing non-profit to sublease the space. Mr. Neal responded affirmatively.

An opportunity was given for citizens to express their views.

Robert Sorbo, a representative of the Springfield Dream Center, spoke in support of the proposed. He noted the property has been zoned as a church. Because they want to sublease for other uses, they are seeking rezoning to allow the use.

Councilmember McGull expressed his belief the Dream Center has been a benefit to the area and spoke in favor of their efforts and expansion.

Mayor Pro Tem Simspon thanked those at the Dream Center for their great work and asked about the event coming up. Mr. Sorbo responded the event was an event for key donors. He noted there would be upcoming opportunities for donations and events in the future.

Councilmember Horton asked if there are individuals lined up to use and sublease the space. Mr. Sorbo responded spaces have already been subleased and are at capacity.

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

12.2. Council Bill 2023-232 (Jenson)
A general ordinance amending the Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential

Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: City Utilities of Springfield; 529 W. Grand; Z-24-2023.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed was to rezone the property at 529 West Grand Street with the intent of aligning the existing use with current zoning and facilitating the redevelopment of the area. He added the development is a mixed residential use place type and would be rezoned to Government and Institutional Use.

Councilmember McGull asked if the developer was planning to use a buffer such as trees or landscaping. Mr. Neal responded he was not aware of a buffer.

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

12.3. Council Bill 2023-233 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: GDL Enterprises, LLC; 505 and 509 W. Grand Street & 931 and 937 S. Market Avenue; Z-23-2023 with Conditional Overlay District No. 238.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would allow the property to be rezoned to construct an apartment building. He added the mixed use would allow for a higher density development with 28 dwellings per acre. Mr. Neal noted the proposed development would be three stories at 38 feet tall. He further noted at least 20 percent of the development would be used as open space with an outdoor living area as a proposed amenity and would maintain a density between 21 and 24 dwelling units per acre.

Councilmember Jenson asked if outdoor recreation would be included and asked about pedestrian activity on Market Street. Councilmember Jenson asked if the City would consider improvements to extend the median for pedestrian connectivity. Martin Gugel, Assistant Director of Public Works, responded there is grant funding for a design study for Grand Street to Missouri State University. He added they would want to study to be inclusive of the proposed and ideally propose a permanent solution.

Councilmember McGull asked if the applicant had decided what outdoor activities would be included. Mr. Neal responded the development includes some green space and an area dedicated to recreational activity. Councilmember McGull asked if ordinance requirements would apply to constructing a swimming pool. Mr. Neal responded affirmatively.

Councilmember Hosmer asked if there would be cameras at the location as major arterials may need these. Mr. Neal responded cameras are not required. However, they can review the idea.

An opportunity was given for citizens to express their views.

Jared Davis, a representative of the developer, spoke in support of the proposed.

Councilmember Hosmer asked if cameras would be installed. Mr. Davis responded the developer plans to install cameras on the property. He noted those would be for the property, but the developer may review cameras that face the street.

Councilmember Horton asked what universal features are available for this design to be available at market rents. Mr. Davis noted there would be accessible units. The first floor will have zero entry accessibility, and the second floor will be accessible by stairs.

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

12.4. Council Bill 2023-234 (Simpson)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: St. James Hotel Properties, LLC; 1266 East Lark Street; Z-21-2023.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed was a request to rezone 2.7 acres at 1266 East Lark to General Retail. The property would be a mixed use of office, retail, and residential uses. He added the proposed is compatible with the Comprehensive Plan.

Mayor Pro Tem Simpson asked if the Springfield Police Department would provide any guidance to incorporate safety measures and noted this may need to be reviewed for future developments.

Councilmember Horton asked what types of cases require a traffic study. Mr. Sparlin noted this development did not require a traffic study and added a study would be required if a certain traffic count threshold was met.

An opportunity was given for citizens to express their views.

Rick Wilson, a representative of the owner, spoke in support of the proposed. Mr. Wilson noted the area has grown over the years, and the owners believe the property is appropriate for a hotel site.

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

12.5. Council Bill 2023-235 (Simpson)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Township 28, LLC; 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place; Z-20-2023 with Conditional

Overlay District No. 236.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the change was not in the base zoning but was in the conditional overlay. He added the applicant was requesting to update the plan from two buildings down to one. Mr. Sparlin noted the unit count is within mixed use place type, and Galloway guidelines have been addressed.

An opportunity was given for citizens to express their views.

Harlan Hill, a representative of the applicant, spoke in support of the proposed. He noted the change is for efficiency and economy of the structure.

Councilmember Jenson asked if the stormwater management would be improved by the change. Mr. Hill noted they have calculated approximately 10% more greenspace, and the proposed is adequately sized for runoff. They do not anticipate any runoff into the City system.

Councilmember Horton asked what universal design features would be incorporated. Mr. Hill responded there would be no elevator. The proposed is a walk-up design, three-story building with first-floor accessibility.

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

12.6. Council Bill 2023-236 (Horton)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Joseph S. Manzardo & Kari J. Manzardo Revocable Trust; 3601 East Chestnut Expressway; Z-26-2023 with Conditional Overlay District No. 239.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed is a City Corridor place type. The property is zoned general retail district with the exception of self-service storage facilities. He added the conditional overlay will retain healthy trees and a six-foot fence on the West side of the bufferyard. The proposed is restricted to one story. The conditional overlay was amended to allow the self-storage only behind the commercial area.

Councilmember McGull noted the property should be a Zone 2 proposal. Mayor McClure asked that the sponsorship be revised to reflect Councilmember McGull as the sponsor. He expressed his belief this is a good addition to the area.

An opportunity was given for citizens to express their views.

Geoff Butler, a representative of the applicant, noted the property would be rezoned to highway commercial with the exception of the proposed property. He added there are no infrastructure requirements for this planned development. He added the applicant would like to use the self-storage option. He noted there is a stream buffer created by drainage from Menards. Mr. Butler noted the commercial development has all the utilities, and the back piece of the property would be prohibitively expensive to run utilities for, making self-storage

perfect for this development. He added a privacy fence would be on West side and nearby houses in area would remain the same. Mr. Butler noted the self-storage would have all interior access for the self-storage facility.

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

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-237 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of $39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $39,604 to appropriate the grant funds.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the Community Health Needs Assessment completed in 2019 and 2022 indicated vulnerability of children related to access to health care and social determinates of health. Ms. Towns added early intervention could help prevent issues. She noted the proposed, Family Connects, is a voluntary program that would engage the department with families immediately at the child's birth and work to keep children safe. The program is for those who give birth in Greene County and is a no-cost program. The goal is to provide families with safer home environments. The proposed would allow the plan to move forward with operating agreements and training. Additional City Council approval would be sought as administrative tasks are added. Funds to be accepted from this proposal are $39,604 from the Musgrave Foundation and $100,000 from Missouri Children's Trust Fund. Ms. Towns added the Missouri Children's Trust Fund operates Statewide.

Anita Cotter, City Clerk, read Council Bill 2023-238. The above presentation and comments below apply to both Council Bill 2023-237 and 2023-238.

Mayor Pro Tem Simpson thanked Ms. Towns and noted early support can make such a difference. He expressed his excitement to see results from this funding, including results from the funds from the American Rescue Plan Act. Ms. Towns noted they are more than happy to share the results of this long-term effort.

Councilmember Horton expressed her belief the co-responder program with Burrell and the Police Department is similar. However, this program is the first in Greene County to provide early intervention services. Ms. Towns responded reaching children at age 0-3 is critical, and if given the opportunity to create improvements through the program, the path could be set in the right direction. She added they would like to expand offerings the program is designed to provide. Ms. Towns noted the program can help families navigate resources available.

Councilmember Jenson asked if the program would include a mental health component for parents. Ms. Towns responded affirmatively. She added a key component is watching for postpartum depression and using the screening mechanisms to offer the most appropriate and best services.

Councilmember Jenson asked if there is access for those who have had miscarriages. Ms.

Towns responded the program focuses on birth and home process for children and their families. She added resources for miscarriages are provided through local hospitals.

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

13.2. Council Bill 2023-238 (Lee)

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of $100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $100,000 to appropriate the grant funds.

Anita Cotter, City Clerk, read Council Bill 2023-238 with Council Bill 2023-237. The presentation and comments under Council Bill 2023-237 apply to both Council Bill 2023-237 and 2023-238.

13.3. Council Bill 2023-239 (Jenson)

A special ordinance approving a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the district. (Staff recommends approval.)

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed is for the establishment of the Community Improvement District (CID) for Brody Corners. The Brody Corners TIF Redevelopment Plan was approved in March 2022 and is anticipated to fund approximately $6.6 million in public improvements at the northwest corner of West Sunshine and James River Freeway. Ms. Ohlensehlen noted the CID will be a political subdivision of the State of Missouri and include a five-member board of directors. She added the maximum life of the CID is 27 years with 1% district sales and use tax subject to approval of the qualified voters of the district. One-half of the revenues will be transferred to the TIF as economic activity taxes to reimburse the TIF with the remainder of revenues to be used to further reimburse said improvements and fund ongoing district operating costs.

Councilmember Jenson asked if a but for analysis was completed. Ms. Ohlensehlen responded affirmatively.

Councilmember Lee asked if previous errors in the bill would cause this to go back to staff. Rhonda Lewsader, City Attorney, noted the scriveners' errors were corrected, and no amendment is needed.

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

13.4. Council Bill 2023-240 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of $600,000. (Staff and Planning and Zoning Commission recommend approval.)

David Holtmann, Director of Finance, provided a brief overview of the proposed. He noted the proposed would allow for purchase of property generally located at 811-813 North Boonville Avenue for $600,000. The property is to be used by the Risk Management Department during the renovation of Historic City Hall. The amounts will come from the City's Self-Insurance Fund.

Councilmember Horton asked if a disclosure statement was received from the seller. Mr. Holtmann responded City representatives completed a walk through and determined the property is in ready condition. It is currently used as office space. Ms. Lewsader noted they would gather the specific information for City Council.

Councilman McGull noted the property has been updated. He asked how much more property would need to be acquired on the block. Mr. Holtmann responded there are two office buildings to the north and the National Alliance on Mental Illness building.

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

13.5. Council Bill 2023-241 (McGull)

A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of $750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Gugel noted the agreement would allow updates to the railroad signal and crossing, the traffic signal at National Avenue and Division Street, update the intersection for Americans with Disabilities Act (ADA) improvements, and add new bike facilities on Division Street. He added the proposed agreement totals just over $2 million. The work will be completed in two phases. The City's share is estimated at just over $800,000, which will come from the 1/8-Cent Transportation Sales Tax which has already been budgeted.

Councilmember Hosmer noted the current railway tracks do not match up with the roads. He asked if this section would be reworked. Mr. Gugel noted the proposed work would improve this intersection. He added some geometric improvements would be made to enhance safety.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Ray Crespo did not appear to address City Council.

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 Public Involvement Committee recommends the following appointments to the Citizens' Advisory Committee for Community Development: Debra Whitt and Christina Pike with terms to expire May 1, 2024. Recommended.

15.2. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Braylon Williams with term to expire May 1, 2025. Recommended.

15.3. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Jeremy Dean with term to expire May 1, 2026. Recommended.

15.4. The Public Involvement Committee recommends the following appointment to the Landmarks Board: Jesse Nix with term to expire November 1, 2026. Recommended.

15.5. The Public Involvement Committee recommends the following appointment to the Personnel Board: Jessika Ricci with term to expire March 1, 2026. Recommended.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

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

19.1. Council Bill 2023-242 (Hardinger)
A resolution appointing Danny Perches to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

Council Bill 2023-242 (Hardinger). Resolution 10726 was approved by the following vote: Ayes: Councilmember McGull, Councilmember Horton, Councilmember Hosmer, , Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.

Mayor Pro Tem Simpson moved to adjourn. Councilmember Carroll seconded the motion, and it was approved by the following vote: Ayes: Councilmember Horton, , Councilmember Lee, Mayor Pro Tem Simpson, Councilmember Jenson, Councilmember Carroll, Councilmember Hardinger. Nays: Councilmember McGull, Councilmember Hosmer, and Mayor McClure. Absent: None. Abstain: None.

EXPLANATION TO COUNCIL BILL 2023-231 (HORTON)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: North Point Church; 829 W. Atlantic Street and 2015 N. Missouri Avenue; Conditional Use Permit NO. 476.)

PURPOSE: To permit an adaptive use of a nonresidential structure in a residential district and a nonprofit community center as a conditional use permit within a R-SF, Single-family residential district generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: The applicant, North Point Church, is requesting a Conditional Use Permit to continue operations of The Dream Center, which is a nonprofit community resource center and allows additional nonprofit offices, classrooms, and day care operations.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 2" shall govern and control the use and development of the land in Conditional Use Permit Number 476 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is located within Forward SGF's Mixed Use Placetype, which applies to the properties to the north, south and west along National Avenue. The Mixed Use placetype is intended to accommodate existing districts and facilitate the creation of new districts and subareas. This placetype should be reserved for areas in Springfield that contain a diverse range of uses that would not fit into the other, more focused placetypes. These places can include vertically stacked or horizontally laid out mixed-use buildings, like Historic Commercial Street, or they can take the form of larger-scale mixed-use developments, like Chesterfield Village or Galloway Village. Besides mixed-use

buildings, this placetype can also include a mixture of primary and supporting uses on separate parcels.

2. The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.
3. While the Mixed Use Placetype supports a variety of uses which encourage more density or intensity, the proposed nonprofit community center and adaptive uses provide beneficial services to the community in an existing church that has been a part of the neighborhood since around 1925.
4. There are two different conditional uses requested with this application. The first request is for the adaptive use of a non-residential structure in a residential district. The applicant is requesting that the existing church facility be allowed to have professional and business offices and daycare center uses for nonprofit organizations. The second request is for the establishment and continued use of the buildings for a nonprofit community center. The R-SF, Single-Family Residential District currently allows for churches. With the conditional use permit, the applicant is proposing to continue the existing nonprofit community center operations and sublease additional office space and classrooms for other nonprofit organizations.
5. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").
6. Approval of this application is subject to the Requirements of Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 4").

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:
1. CUP 476 829 W Atlantic_ord
2. CUP 476 Requirements_exhA
3. CUP 476 Legal Description_exhB
4. CUP 476 ROP_exhC
5. CUP 476 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 32
Filed: 09-26-23

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-231 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

_____

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

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and recommended approval of Conditional Use Permit No. 476 for the property generally located at 829 West Atlantic Street and 2015 North Missouri Avenue; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 476; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 829 West Atlantic Street and 2015 North Missouri Avenue.

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

Section 1 – City Council adopts the City staff's specific findings of fact on the proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety. Conditional Use Permit No. 476 is hereby granted in accordance with and subject to the provisions of

Section 36-363 of the Land Development Code. Conditional Use Permit No. 476 is granted for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 829 West Atlantic Street and 2015 North Missouri Avenue.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 476" described in "Exhibit D – Attachment 1" and "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit D – Attachment 1" and "Exhibit A" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4(a) and (b)."

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 476

1. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall comply with all the standards listed in Exhibit D - Attachment 2.

2. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall be permitted in conformance with Exhibit D - Attachment 4.

3. The hours of operation for business and professional offices and day care center uses as part of the adaptive use of a nonresidential structure in a residential district shall be from 7:00 a.m. to 6:00 p.m. The hours of operation for the nonprofit community center shall be from 7:00 a.m. to 10:00 p.m.

4. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.

5. Bufferyards and landscaping must be in conformance with the site plan (Exhibit D- Attachment 4).

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

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 476

All of lots thirteen (13) through seventeen (17), block thirteen (13), Woodland Heights Addition, Springfield, Greene County, Missouri. Together with strip 10 feet wide west of the adjoining property being that part of Missouri Avenue vacated by the City of Springfield. Also, a strip 8 feet wide east and adjoining above property being that part of a vacated alley, in the City of Springfield, Missouri.

And

All of lots seven (7) through twelve (12), block fourteen (14), Woodland Heights Addition, Springfield, Greene County, Missouri. Together with strip 10 feet wide east of the adjoining property being that part of Missouri Avenue vacated by the City of Springfield. Also, a strip 8 feet wide west and adjoining above property being that part of a vacated alley, in the City of Springfield, Missouri.

Exhibit C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023

Conditional Use Permit 476
829 West Atlantic Street and 2015 North Missouri Avenue
Applicant: North Point Church

Mr. Neal stated that this is a request to establish an Adaptive Use of a nonresidential structure in a residential district and a nonprofit community center as a Conditional Use Permit within a R-SF, Single-family residential district. The applicant, North Point Church, is requesting a Conditional Use Permit to continue operations of The Dream Center which is a nonprofit community resource center and allow additional nonprofit offices, classrooms, and day care operations.

Mr. Jobe opened the public hearing.

Mr. Robert Sorbo, 3103 W. Scott, stated that they took over the building in 2017 and it was originally Hamlin Baptist Church and noted that it is in a grey area that allows single-family zoning. They stated that they have hired a master gardener to make recommendations for the buffer yard and perimeter parking.

Mr. Colony asked about lighting issues.

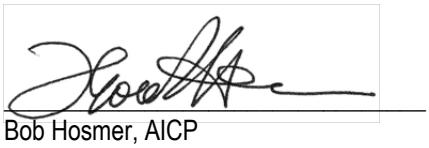
Mr. Sorbo stated that they have been able to reduce the lighting and will add a privacy fence to the northwest parking lot to eliminate some of the light filtering through.

Mr. Hosmer noted that they are not rezoning the property but using a Conditional Use permit that will allow for adaptive reuse.

Mr. Jobe closed the public hearing.

Ms. Broekhoven stated that this is an exciting project where it is under-utilized and under-valued area of town.

COMMISSION ACTION:
Mr. Pauly motioned to **adopt** staff responses and attachment to the staff report as the findings of fact and recommend **approval** of Conditional Use Permit 476 (829 West Atlantic Street and 2015 North Missouri Avenue). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

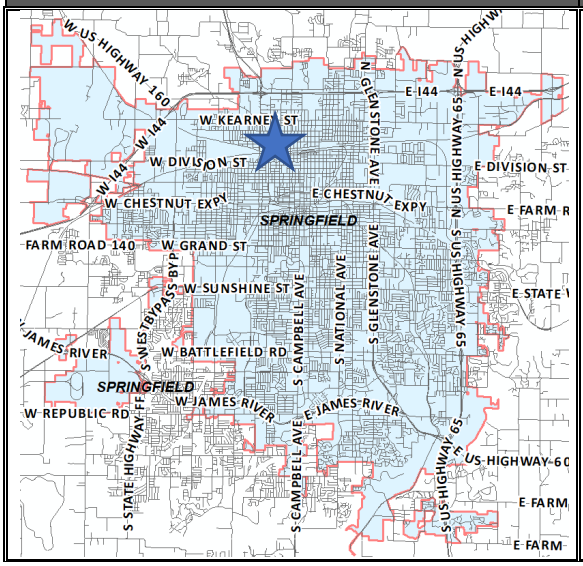
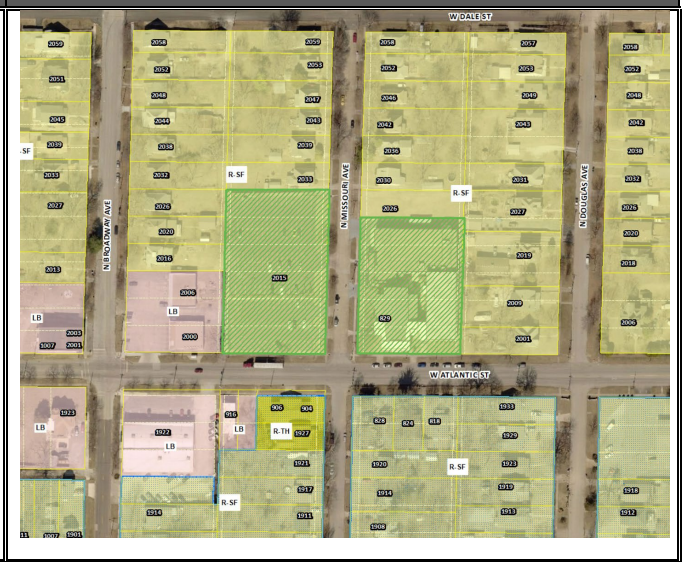
Exhibit D

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 476
Location:	829 W. Atlantic Street and 2015 N. Missouri Avenue
Total Acres:	2.4 acres
Applicant:	North Point Church
Existing Land Use:	Church, nonprofit community center & office uses
Neighborhood Meeting:	July 31, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner, (417) 864-1036
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 476 subject to the conditions listed 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 establish an Adaptive Use of a Nonresidential structure in a residential district and a nonprofit community center as a Conditional Use Permit within a R-SF, Single-family residential district generally located at 829 W. Atlantic Street and 2015 N. Missouri Avenue. The applicant, North Point Church, is requesting a Conditional Use Permit to continue operations of The Dream Center which is a nonprofit community resource center and allow additional nonprofit offices, classrooms and day care operations.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

Looking from Missouri and Atlantic

PROPERTY HISTORY:

The subject property has been zoned R-SF, Single-family residential district since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

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

(8) *Period of validity.*

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

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

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

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

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is located within *Forward SGF's* Mixed Use Placetype, which applies to the properties to the north, south and west along National Avenue. The Mixed Use placetype is intended to accommodate existing districts and facilitate the creation of new districts and subareas. This placetype should be reserved for areas in Springfield that contain a diverse range of uses that would not fit into the other, more focused placetypes. These places can include vertically stacked or horizontally laid out mixed-use buildings, like Historic Commercial Street, or they can take the form of larger-scale mixed-use developments, like Chesterfield Village or Galloway Village. Besides mixed-use buildings, this placetype can also include a mixture of primary and supporting uses on separate parcels.

The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

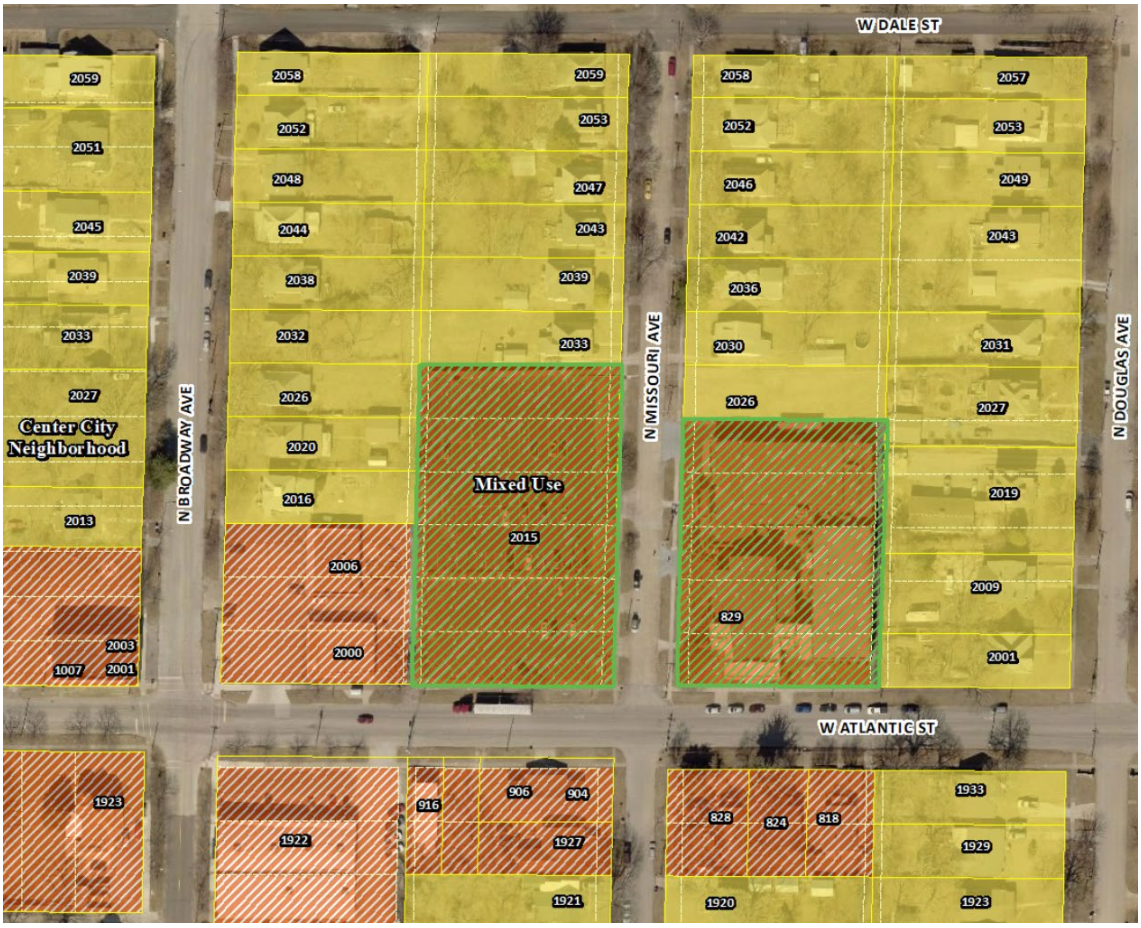
PRIMARY USES
- Multi-family
- Office, hospitality, retail sales and service
- Maker, artisan, and innovation spaces
- Entertainment

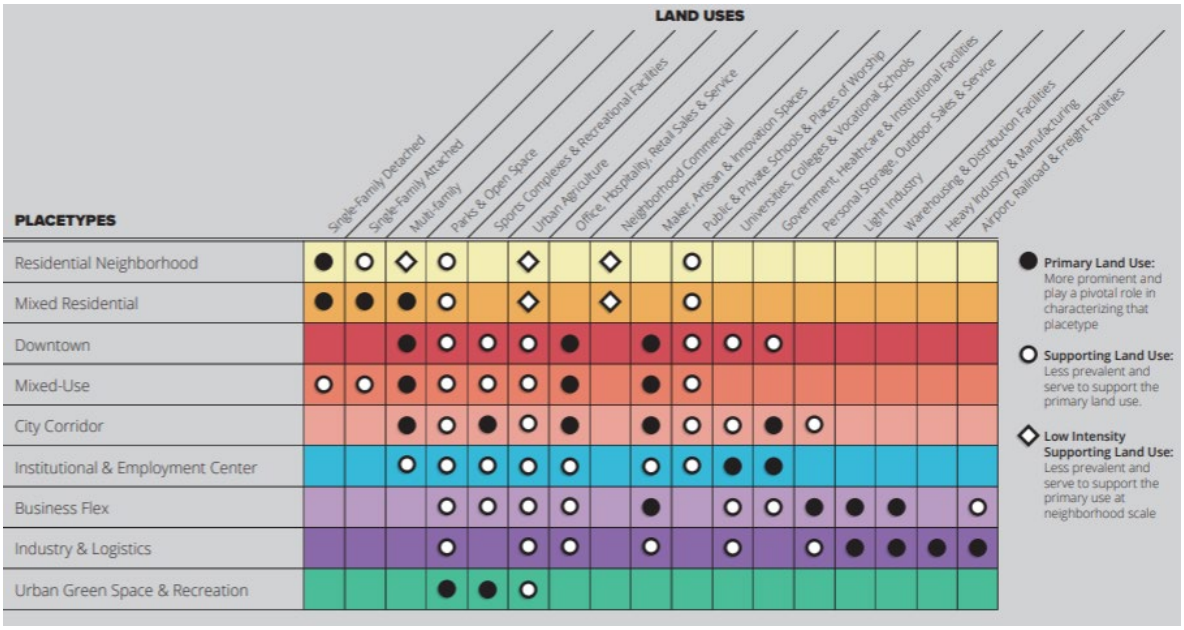
SUPPORTING USES
- Parks, greenways, and open space
- Government, healthcare, and institutional facilities
- Universities, colleges, and vocational schools
- Public and private schools and places of worship
- Low-intensity urban agriculture
- Sports complexes and recreational facilities
- Single-family detached
- Single-family attached

While the Mixed Use Placetype supports a variety of uses which encourage more density or intensity, the proposed nonprofit community center and adaptive uses provide beneficial services to the community in an existing church that has been a part of the area for many years.

DEVELOPMENT REVIEW STAFF REPORT

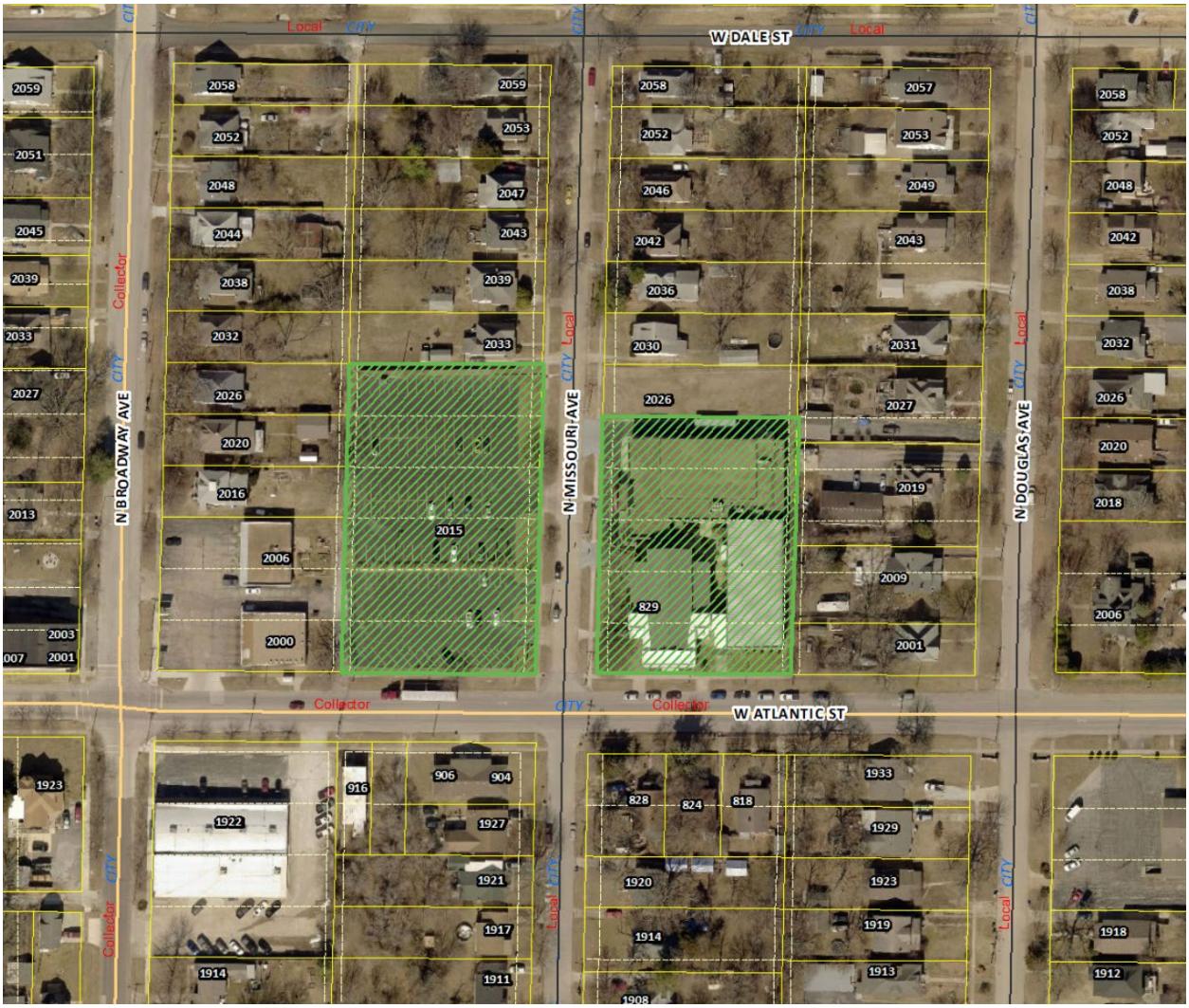
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-family residences	Single-family residences	Single-family residences	Single-family residences
PLACETYPES	Center City Neighborhood	Mixed Use	Center City Neighborhood	Center City Neighborhood & Mixed Use

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No comments.

2. CITY UTILITIES:
   No issues with the proposed conditional use.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
   No issues with CUP. Property has access to public sewer.

4. FIRE DEPARTMENT:
   No comments.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN
829 W Atlantic St is a multiple lot area that is approximately 2.4 acres in area. The lots are 90% existing impervious area. The Site drains from South to North and is directed through curbs to N Missouri Ave. The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the 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 **is not applicable because the site is built out.**

PW Stormwater has no concerns for the proposed Conditional Use Permit. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS
1. The site is primarily existing impervious area. Any new impervious area requires detention. A fee in lieu of detention is not permissible because of downstream flooding reports. No mention of future site improvements have been made.

WATER QUALITY REQUIREMENTS
1. No redevelopment for the site was mentioned in the application. 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 if 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
N/A

6. 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	W. Atlantic Street	Collector	City	30	40	NA	Yes	Yes	Yes
Street 2	N. Missouri Avenue	Local	City	30	30	NA	Yes	Yes	Yes

ACCESS - All new access to the development shall be per current City of Springfield standards.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are two bus stops along W. Atlantic Street near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, North Point Church, has requested this Conditional Use Permit to establish an Adaptive Use of a Nonresidential structure in a residential district and a nonprofit community center as a Conditional Use Permit within a R-SF, Single-family residential district generally located at 829 W. Atlantic Street and 2015 N. Missouri Avenue. The applicant, North Point Church, is requesting a Conditional Use Permit to

continue operations of The Dream Center which is a nonprofit community resource center and allow additional nonprofit offices, classrooms and day care operations.

2. There are two different conditional uses requested with this application. The first request is for the adaptive use of a non-residential structure in a residential district. The applicant is requesting that the existing church facility be allowed to have professional and business offices and day care center uses for nonprofit organizations. The second request is for the establishment and continued use of the buildings for a nonprofit community center. The R-SF, Single-Family Residential District currently allows for churches. With the conditional use permit, the applicant is proposing to continue the existing nonprofit community center operations and sublease additional office space and classrooms for other nonprofit organizations.

3. The business and professional office and day care center uses would have the following limitations per Section 36-363 of the Zoning Ordinance:

    a) Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.
    b) Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.
    c) Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.

4. The nonprofit community center use doesn't have any prescribed approval standards, but staff has recommended the following conditions:

    a) Hours of operation from 7:00 a.m. to 10 p.m.

5. A site plan has been provided (Attachment 3 & 4) showing the existing site and structures and proposed changes to the bufferyards between adjacent R-SF properties.

6. A bufferyard Type D (15 foot wide) is typically required when a new R-SF non-residential use is established adjacent to or across an alley from a R-SF residential use which in this case along the north, east and a portion of the west property line; however, the sites on the east and west of Missouri Avenue have many existing conditions that encroach or limit the areas for buffering such as buildings, driveways, curbs, retaining walls, walkways and vegetation. The site has been a church for many years with these conditions and the applicant has requested that they provide solid wood fencing and additional plantings in areas where feasible as shown on their site plan.

7. New additions or expansions to the existing structure is allowed as prescribed in Subsection 36-363(9).

8. The existing signage for the site was permitted by Building Development Services in 2017 and found to be in compliance with the sign code. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.

9. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed Use Placetype as outlined in the Compatibility with the Comprehensive Plan section, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Use Placetype and based on the development's compliance with the standards of approval below (Attachment 2).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use,
2. Recommend approval of the proposed conditional use, or
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 476

1. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall comply with all the standards listed in Attachment 2.

2. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall be permitted in conformance with Attachment 4.

3. The hours of operation for business and professional offices and day care center uses as part of the adaptive use of a nonresidential structure in a residential district shall be from 7:00 a.m. to 6:00 p.m. The hours of operation for the nonprofit community center shall be from 7:00 a.m. to 10:00 p.m.

4. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.

5. Bufferyards and landscaping must be in conformance with the site plan (Attachment 4).

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

ATTACHMENT 2
STANDARDS FOR CONDITIONAL USE PERMIT NO. 476

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's response:**	**Staff's response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield *Comprehensive Plan.*	The uses are consistent with the Mixed Use placetype.	Staff has concluded that the proposed conditional use within the requested R-SF district is in general alignment with the *Comprehensive Plan's* Mixed Use Placetype designation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed conditional use should not result in any changes to traffic or pedestrians	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the motoring public or of pedestrians using the facility or within the immediate surroundings of the proposal.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The Springfield Dream Center is regularly inspected for fire safety and has had no incidents.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns about fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	There are currently no planned changes to our building or land that would result in additional flood or water risk.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above.
5. The proposed conditional use will not have noise characteristics that exceed	We don't expect any uses to exceed noise levels. Additionally, the work of the	Staff does not have any concerns pertaining to the anticipated noise levels

the sound levels that are typical of uses permitted as a matter of right in the district.	Springfield Dream Center is intended to improve the neighborhood, residents, and general welfare of the community	associated with the community center or adaptive use since it has a large gymnasium for events.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	There are privacy fences on the north and west sides of the parking lots. Landscaping is planned on the south side of the parking lot to further improve any lights or glare.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	No additional signage is planned.	All future signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	No additional signage is planned.	All future signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	No change in traffic is anticipated. Current street right-of-way and pavement width are appropriate.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	No changes are anticipated. Additionally, the work of the Springfield Dream Center is intended to improve the neighborhood, residents, and general welfare of the community.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. Where this property abuts R-SF or R-TH zoning to the north, east or west, a bufferyard, with privacy screening, will be required to be installed.

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	No changes are planned to the building's exterior. Additional trees are planned on the south side of our parking lot, which will provide more screening.	Staff does not anticipate any changes that would dominate the immediate vicinity or interfere with the development and use of the neighboring property. The applicant is complying with the R-SF requirements for nonresidential uses.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No such changes are planned.	Staff has no concerns with the effects this use will have to surrounding properties as they are using the existing facilities.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No such changes are planned.	The applicant is preserving the existing structure.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk	This use should comply with all known requirements.	The proposed use and site plan appear to comply with all regulations except bufferyards which weren't required when originally constructed as a church facility.

regulations, use limitations and performance standards.		
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The Springfield Dream Center is a nonprofit organization, and its resources contribute to the welfare of the public.	The proposed use is for an adaptive use and community center that will serve local residents.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located to protect such residential uses from any injurious effect.	The Springfield Dream Center has 131 parking spots in a paved, off-road parking lot. The building has a protected loading area that can accommodate 4 vehicles.	It was identified that the bufferyard and perimeter landscaping could be brought into further compliance and the applicant has agreed to meet standards where they can.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The accesses and driveways are existing and we don't plan on any changes.	PW Traffic indicates no issues with existing access.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The vehicular circulation is existing and we don't plan on any changes.	Since the facilities and uses are existing, staff does not expect the creation of traffic or pedestrian hazards with the approval of this Conditional Use Permit.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	Agreed.	There is not any known interference with any public rights-of-way or easements.
20. In the case of existing structures proposed to be converted to uses requiring	No such changes are planned.	Any new or converted facilities must meet all City code requirements.

a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.		
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Essential public facilities and services are already provided to site.	The property is currently served by all public facilities and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Springfield Dream Center, 829 West Atlantic St
2. Meeting Date & Time: July 31, 2023, 4pm - 6:30pm
3. Meeting Location: 829 West Atlantic Street, Springfield, MO 65803
4. Number of invitations that were sent: 211
5. How was the mailing list generated: Provided by Planning and Zoning Office
6. Number of neighbors in attendance (attach a sign-in sheet): 3
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   Virgil Lawson brought a page of concerns (attached), and as we discussed them. No additional concerns or issues were brought up.

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

   Virgil Lawson brought a page of concerns (attached). His main concerns were related to if we'd be adding programming that had overnight guests (homeless shelter, cold shelter), but we have no plans to do that. He also brought up some traffic concerns that occur during the busiest parts of our programming — we will look into this to see if we can improve this situation. Before he left the meeting, he said that all of his concerns were resolved.

I, Robert Sorbo *(print name)*, attest that the neighborhood meeting was held on July 31, 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."

Robert Sorbo

Signature of person completing affidavit

Robert Sorbo

Printed name of person completing affidavit

Sign In Sheet: Springfield Dream Center Rezoning Meeting

July 31, 2023

4:00 pm – 6:30 pm

	Name	Address	Phone Number
1.	Cheryl + David Lawson	2033 N. Missouri	417-865-5094
2.	Becky Volz	1910 N. Grant Ave	417-880-4210
3.			
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virgil Lawson

1 will people be staying over at night

2 will it be used as a shelter in bad weather

3 is there going to be security and Do they pick up there trash

4 People already sleep in parking lot

5 will it cost money to Join

6 Move Trash been away from my property

7 is it only for our Community

8 They park 3 or 4 Busses and you cant turn on missouri

9 They Park on Atlantic and you cant see to Leave missouri

From: Scott Bybee
To: Zoning@springfieldmo.gov
Subject: Springfield Dream Center Neighborhood Meeting Comments
Date: Thursday, July 27, 2023 10:33:04 AM
Attachments: image001.png
image002.png

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good Morning,

We received the notice about the proposed zoning changes at the Springfield Dream Center (829 West Atlantic St). I cannot attend the meeting, but as a neighbor and supporter of the Dream Center, we support the proposed changes. The Dream Center continues to be an excellent neighbor and their efforts are making a difference in the Woodland Heights neighborhood and in all of Zone 1. We fully support any desired changes that they have, knowing that they will be used to better serve our community.

Thanks for your attention,
Scott

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SCOTT BYBEE, PE
President/CEO
p 417.831.5500
c 417.860.6553

www.ESCFirm.com

1922 N. Broadway Avenue
Springfield MO 65803

ESC INCORPORATED One company, three specialized divisions: | ESC CONSULTING ENGINEERS | ESC INTEGRATION SERVICES | ESC PROCESS SOLUTIONS

From: Jennifer Wolken
To: Zoning@springfieldmo.gov
Subject: Springfield Dream Center
Date: Wednesday, August 23, 2023 10:56:38 AM

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am writing in response to the proposed zoning change to the Dream Center at 829 West Atlantic St. My address: 2020 N Broadway Ave, meets up with the Dream Center's parking lot property on a vacated alley with a utility easement.

First I want to say that the proposed “change” seems to just be bringing into compliance activities they have been carrying on for five years. In this time the Dream Center is a marked difference in activity from the Church that occupied the building previously.

My main complaint from the start of their operations has been the lights and signage.

The new bright LED lighting they installed on the parking lot when they set up resembles a baseball stadium and is on all night. While I appreciate the safety that lighting can bring, do they have to be on top of 30 foot poles so that there is no way I can be in my back yard or have windows that direction open without bright glaring lights? Could the lights be mounted lower? My neighbor once mentioned to me that he could read a newspaper in his back yard at midnight. That’s just not right.

The signage they installed on Missouri street along with lighting all along the top edge of the gymnasium part of the building is more suited to Kearney street or Glenstone than the small residential street of Missouri. It is entirely inappropriate and after looking at code requirements for community center signage in Springfield, I can’t believe that they ran it past your office before hand. Is there a way this could be reviewed? By the way it too is lite up all night long.

The traffic during events is very disruptive to the neighborhood as well. So called Block parties several times a year bring families from all over the region to our neighborhood and they park all over our streets. Some of the homes in this area do not have a driveway to park in and so on street parking is our only option. I feel resident only parking might be the only way to keep the parking open for us during these events.

These are a few of my concerns. I have tried to communicate these directly to the Dream Center and they do not seem interested in my concerns.

Thank you for your time,
Jennifer Wolken
2020 N Broadway Ave
417-880-8769

SPRINGFIELD DREAMCENTER

Planning and Zoning Responses:

During the public feedback process of the Springfield Dream Center's rezoning, several considerations and complaints were submitted. Below is the summary of the complaints as well as the Dream Center's response.

1. Congested traffic on Missouri Avenue during the afternoons

   During the Springfield Public School's school year, we host an SPS program and students are bussed in and out. Before and after school, the Missouri-Avenue facing portion of our building has a lineup of 3-4 buses. These buses often arrive early and idle on Missouri Avenue for approximately an hour.

   Since the beginning of the 2023-2024 school year, these buses have not been arriving early and idling, but instead only stay for a few minutes. At the most, only one or two buses at a time have been in front of our building. We will continue to monitor bus timing. If they begin to arrive early and idle we will request they idle in the parking lot and only pull up on Missouri Street during their load in time.

2. Poor visibility turning onto Atlantic Street from Missouri Avenue, due to cars parked on the street

   We have instructed the personnel via written document who use the South side of the building to only use street parking on Atlantic Street for loading and unloading, then park in our parking lot.

   Additionally, an overgrown tree on Atlantic Street will be cut back to help improve visibility for anyone turning towards the West onto Atlantic.

3. Heavy crowds during our events that disrupt traffic and nearby street parking

   We acknowledge that some of our early events this was an issue. We quickly began looking for better parking solutions when planning future events. Now we take time before large events to secure overflow parking at nearby churches and businesses. A map is created of these locations, and it is posted on social media, which is heavily followed by our program beneficiaries. Our social media posts, and any email reminders to participants and volunteers include the note to NOT park on any street.

Additionally, we provide a shuttle to the Dream Center from these additional parking lots.

When appropriate, we coordinate with the City to close portions of Missouri Avenue. Also, when appropriate, we have volunteers assigned to lots to help with parking, or to ask people to not park in front of homes and occasionally use No Parking signs in front of homes.

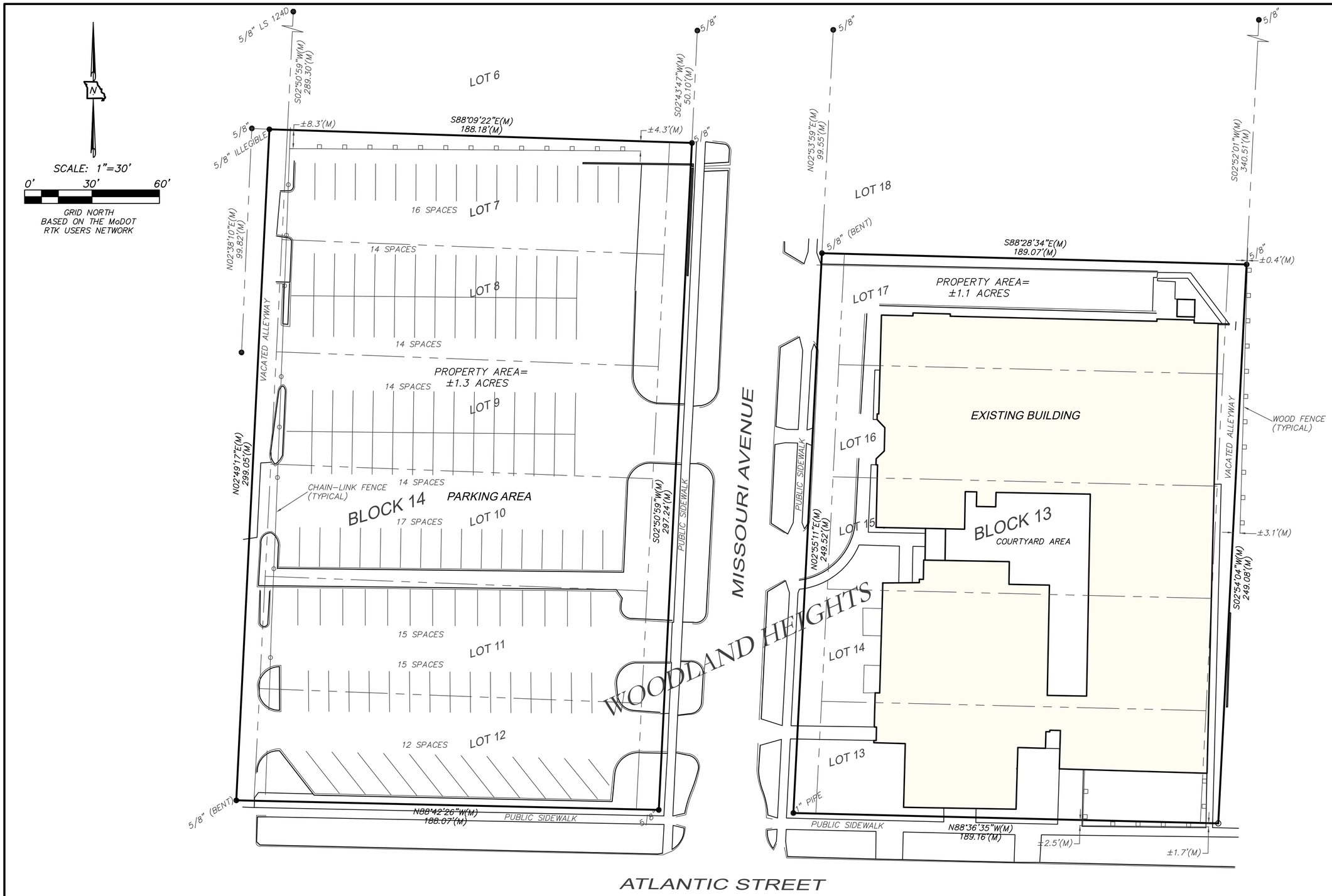
The largest traffic generated by the Dream Center was from our drive-thru dinners, which we stopped doing in November 2022. This was a temporary program from 2020 through 2022 due to COVID-19 precautions.

4. The parking lot lights and our building signage create too much light pollution and are left on overnight

We consulted with Pinnacle Signs, who installed and maintain our building signage and lighting. Below is a response from Darren Pearce, the President and CEO of Pinnacle:

> *Your lighting meets the city ordinances. However, you are smart in wanting to be a good neighbor and compromise where you can. As far as a dimer to turn down the LED lighting; there is not one. But, you could arrange a timer to turn the signs off at a certain time (but don't sacrifice Security doing so because the signs do make the property more viable).*
>
> *In regards to the parking lot lighting; I am not sure what type of fixtures you have now, but they typically cannot be dimmed. However, we will send a technician review the lights that are concerning your neighbor and try adjust their positioning.*

As stated by Darren, we have scheduled a technician who will review the placement of our parking lot lights in order to minimize any unnecessary bleed into our neighbors' properties. Since the parking lot lighting is positioned on a swivel, we believe that recent storms may have repositioned some of the lamps, so the technicians will review this.



WHITE LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 01.24.2023
DWG DATE: 01.26.2023
DRAWN BY: MW
S/T/R: 11/29/22
PROJECT No.: 2023-008

RESULTS OF SURVEY
PREPARED FOR
THE DREAM CENTER
PROJECT LOCATION: MISSOURI AVE. & ATLANTIC STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:

MICHAEL WHITE– MISSOURI PROFESSIONAL LAND SURVEYOR #2488

WHITE LAND SURVEYING, LLC – MISSOURI PROFESSIONAL LAND SURVEYING CORPORATION #2003000370

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

01/26/2023

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SOURCES USED

1. WARRANTY DEED – BOOK 2019, PAGE 000129-19
2. PLAT OF WOODLAND HEIGHTS ADDITION.

RECORD DESCRIPTION OF PROPERTIES

WARRANTY DEED – BOOK 2019, PAGE 000129-19

ALL OF LOTS THIRTEEN (13) THRU SEVENTEEN (17), BLOCK THIRTEEN (13), WOODLAND HEIGHTS ADDITION, GREENE COUNTY, MISSOURI.

AND

ALL OF LOTS SEVEN (7) THRU TWELVE (12), BLOCK FOURTEEN (14), WOODLAND HEIGHTS ADDITION, GREENE COUNTY, MISSOURI, TOGETHER WITH Q STRIP 10 FEET WIDE EAST OF ADJOINING ABOVE PROPERTY BEING THAT PART OF MISSOURI AVENUE VACATED BY THE CITY OF SPRINGFIELD, ALSO A STRIP 8 FEET WIDE WEST AND ADJOINING ABOVE PROPERTY BEING THAT PART OF AN ALLEY, IN THE CITY OF MISSOURI.

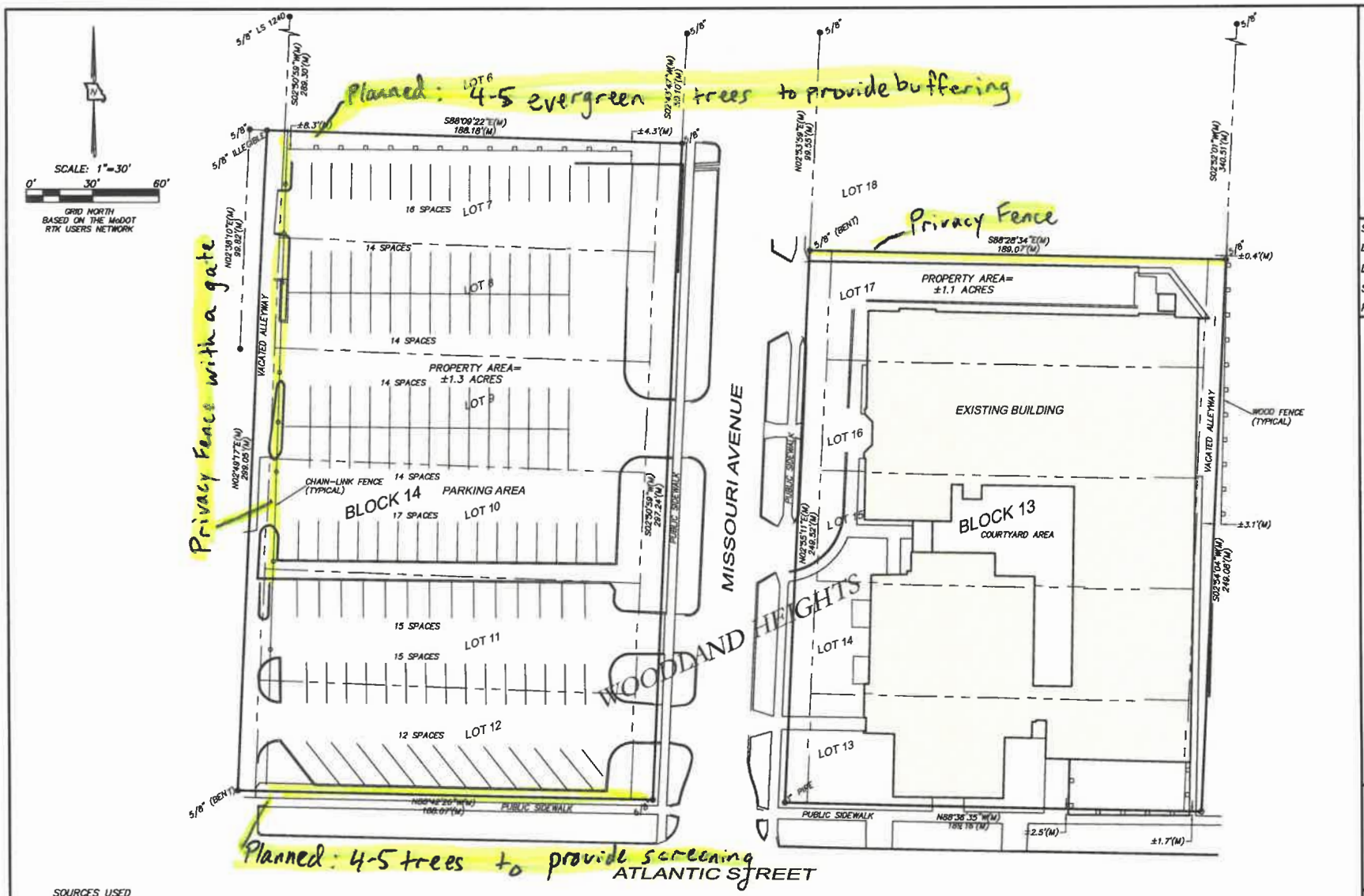
SURVEYORS DECLARATION

I HEREBY DECLARE TO THE DREAM CENTER:

THAT THE INFORMATION SHOWN HEREON IS BASED UPON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, WHICH WAS PERFORMED TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR AN URBAN CLASS PROPERTY. LOCATIONS OF IMPROVEMENTS, IF ANY, ARE TAKEN FROM VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN, IF ANY, ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS, AS SHOWN, ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION OF TITLE.

THIS SURVEY HAS BEEN PREPARED EXCLUSIVELY FOR THE USE OF THE PERSON(S) LISTED ABOVE AND IS NOT TRANSFERABLE TO ANY OTHER PARTY. THERE IS NO IMPLIED WARRANTY OR GUARANTEE WITH THIS SURVEY.

SYMBOL INDEX
(M) MEASURE BEARING or DISTANCE
● EXISTING IRON PIN (AS NOTED)
○ SET 1/2" IRON PIN "WLS LSC 370"



WHITE LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.733.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 01.24.2023
DWG DATE: 01.26.2023
DRAWN BY: MW
S/T/R: 11/29/22
PROJECT No.: 2023-008

RESULTS OF SURVEY
PREPARED FOR
THE DREAM CENTER
PROJECT LOCATION: MISSOURI AVE. & ATLANTIC STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:
MICHAEL WHITE– MISSOURI PROFESSIONAL LAND SURVEYOR #2488
WHITE LAND SURVEYING, LLC – MISSOURI PROFESSIONAL LAND SURVEYING CORPORATION #2003000370

STATE OF MISSOURI
MICHAEL WHITE
NUMBER PLS-002488
PROFESSIONAL LAND SURVEYOR
01/26/2023

SOURCES USED

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□ SET 1/2" IRON PIN "WLS LSC 370"

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EXPLANATION TO COUNCIL BILL 2023-232 (JENSON)

FILED: 10/10/2023

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 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: City Utilities of Springfield; 529 W. Grand; Z-24-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and institutional use district. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-24-2023

The applicant is requesting to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and Institutional use district. The applicant is rezoning to align the current use with a more appropriate zoning district and will allow adjacent properties to redevelop without providing additional setbacks or bufferyards for a public utility substation.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural

and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment. The Mixed Residential placetype identifies, government, healthcare, and institutional facilities as supporting land uses within this category. The public utility substation is a government-owned property.

2. This site has been a City Utilities owned substation since 1967 and is planned to remain that way for the foreseeable future.
3. The GI, Government and Institutional use district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. This district is also intended to classify land that is vacant but has been designated for the activities listed above in an adopted plan. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings. Park and recreational facilities would not ordinarily be placed in this zone. Certain nongovernmental and non-institutional uses are permitted to provide necessary services to governmental and institutional uses. The existing utility substation use meets the intent of the GI District.
4. The subject property is located along Grand Street, classified as a Primary Arterial roadway and Belmont Court, classified as a local roadway.
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.
6. The proposed rezoning to the east is causing the proposed change because an unnecessary bufferyard will be required since the subject property is currently zoned R-TH. While R-TH allows for public utilities, the GI District better suits this property's intensity of use and facilitates adjacent properties to develop more efficiently following the new Comprehensive Plan's Land Use and Development plan.
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, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity.

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 Mixed Residential Placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:
1. Z-24-2023_ord
2. Z-24-2023_exhA
3. Z-24-2023_exhB
4. Z-24-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-232 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-24-2023

Legal Description – Parcel 881323418018

All beginning at the southwest corner of Lot Twenty-eight (28) DOUGLAS ADDITION, thence East 183 feet, thence South 158.96 feet to the North line of Grand Street, thence West along the North line of Grand a distance or 183 feet to the Northeast corner of Main and Grand, thence North 157.00 feet to the point of beginning, in Springfield, Greene County, Missouri, containing 0.66 acres, more or less. Including the vacated public alley per Springfield City Council Special Ordinance No. 14678 and vacated Main Avenue per Springfield Council Special Ordinance No. 18423.

Exhibit B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023

Z-24-2023
529 West Grand Street
Applicant: City Utilities

Mr. Neal stated that this is a request to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government, and institutional use district.

Mr. Jobe asked if it is a non-conforming use and Mr. Neal believes it is a permitted use as City Utilities.

Mr. Scott asked if public utilities qualify for government under the zoning ordinance and Ms. Burris said it would qualify.

Mr. Jobe opened the public hearing.

Mr. Jared Davis, 3213 S. West Bypass, and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:
Mr. Colony motioned to **approve** Z-24-2023 (529 West Grand Street). Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Bob Hosmer, AICP
Planning Manager

Exhibit C

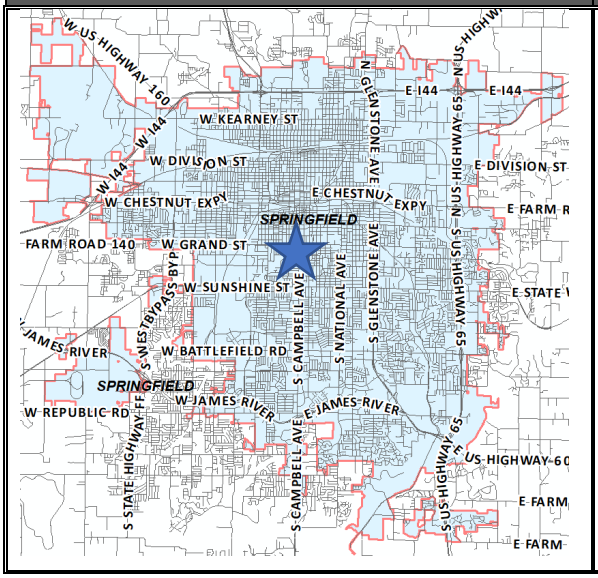
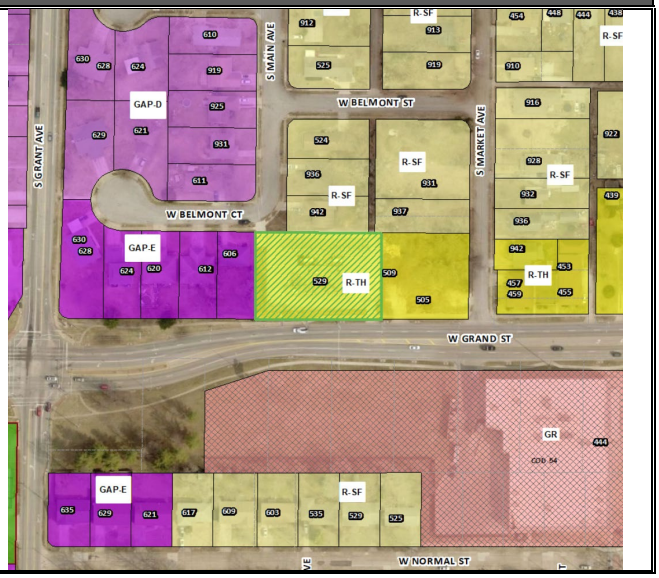
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-24-2023
Location:	529 W. Grand Street
Total Acres:	0.66 acre
Applicant:	City Utilities of Springfield
Existing Land Use:	Utility substation
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-24-2023. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

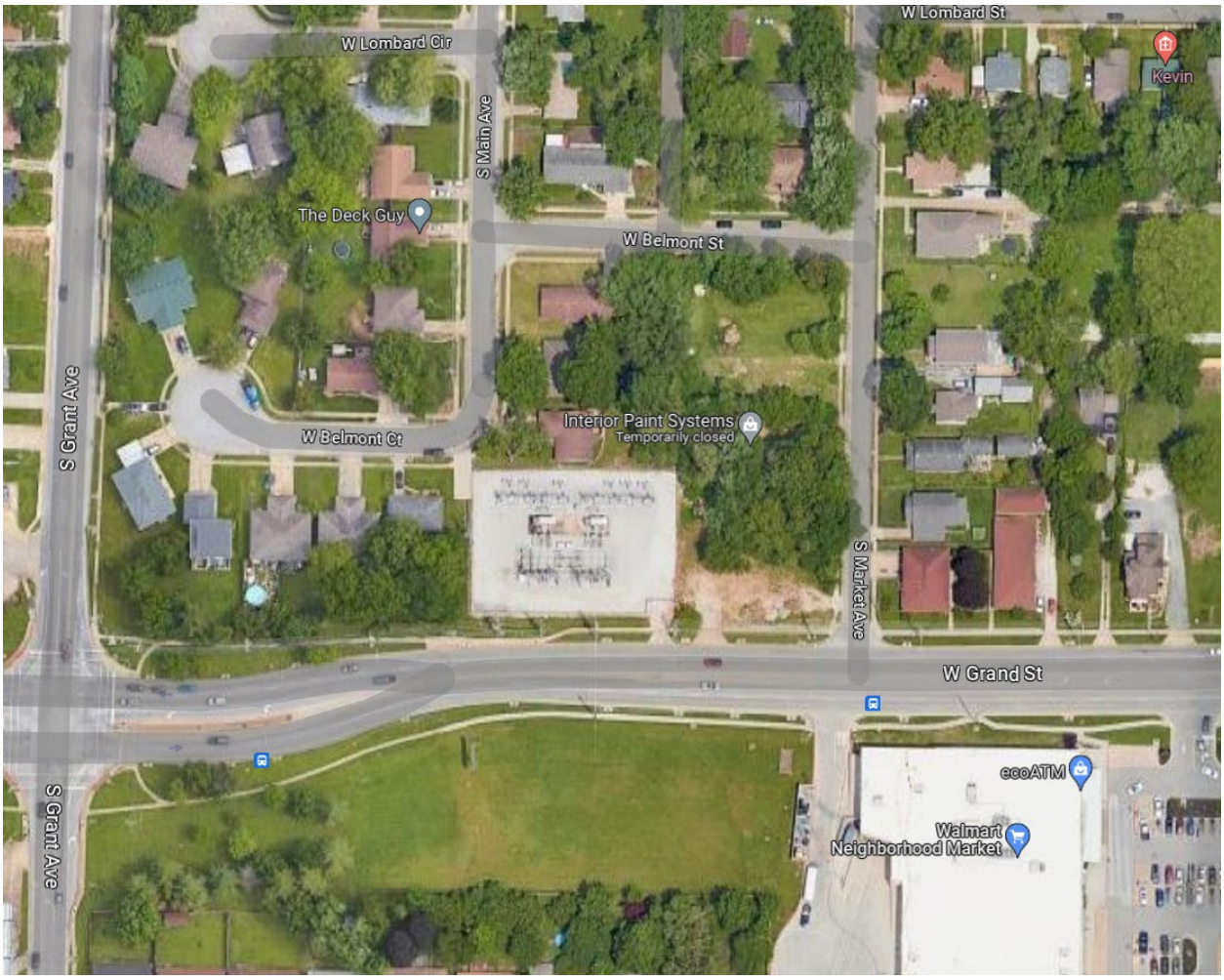
PROJECT SUMMARY:

Request to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and institutional use district.

LOCATION MAP	ZONING MAP
	

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 rezoned to R-TH, Residential Townhouse district in the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a)No landfill activities shall occur within 1,000 feet of a residential district. (b)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c)No use shall emit an odor than creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
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	If redeveloped, a landscape plan meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

DEVELOPMENT REVIEW STAFF REPORT

PLACETYPE:

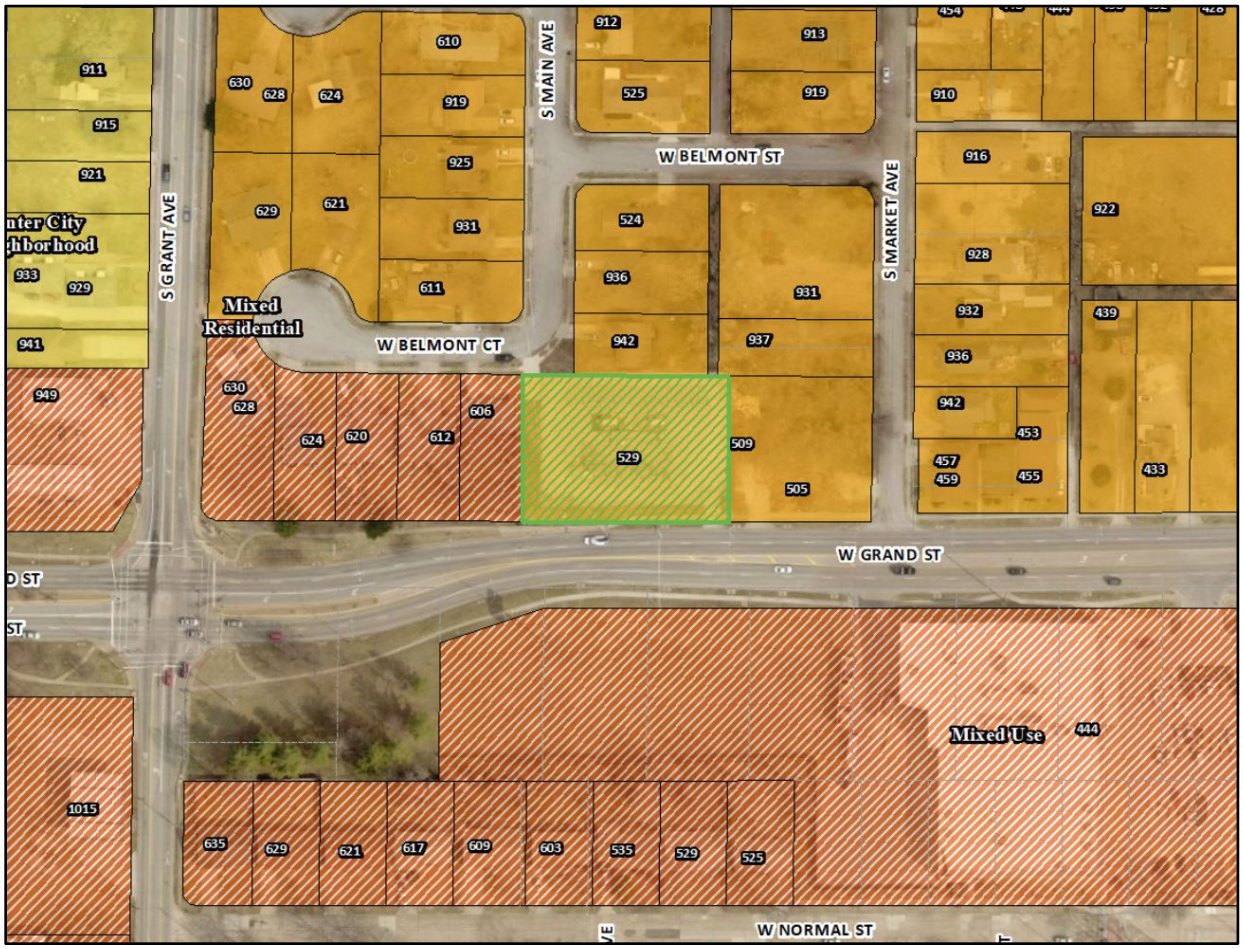
The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

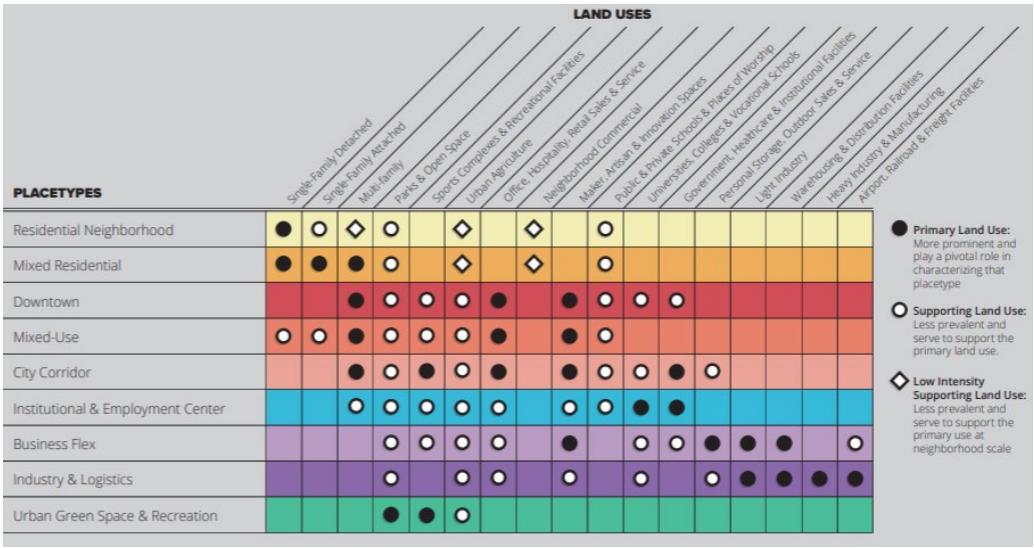
Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.

The Mixed Residential placetype identifies, government, healthcare, and institutional facilities as supporting land uses within this category.

DEVELOPMENT REVIEW STAFF REPORT

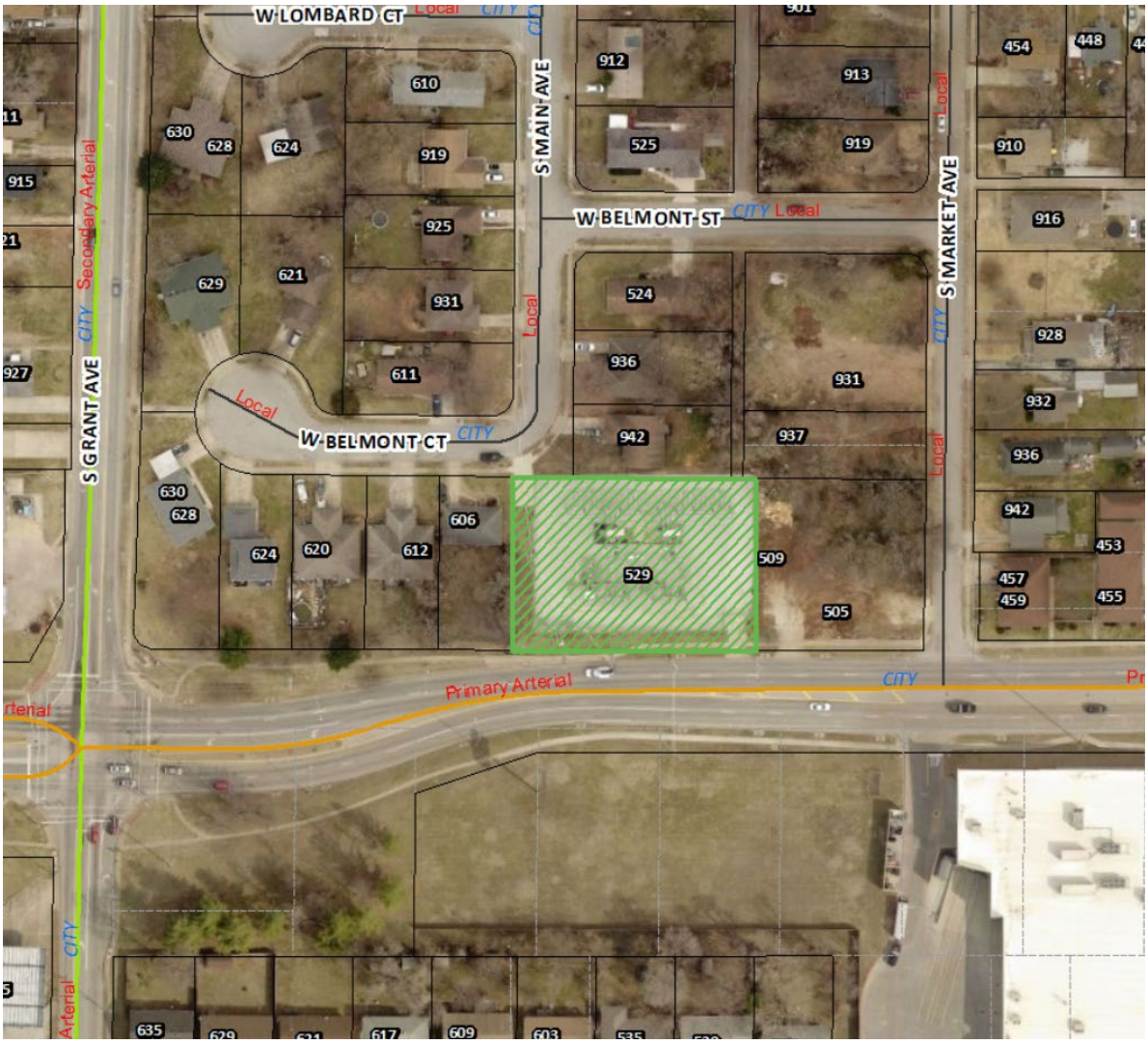
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GR	R-TH	GAP-E
LAND USE	Single-family residences	Grocery/retail store	City Utilities Meter & Service Center	Single-family residence
PLACETYPES	Mixed Residential	Mixed Use	Mixed Residential	Mixed Use

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 objections to rezoning.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING 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	W. Grand Street	Primary Arterial	City	50	30	NA	No	Yes	Yes
Street 2	W. Belmont Court	Local	City	25	25	NA	Yes	Yes	Yes

ACCESS - There is currently one driveway access point onto the property from both W. Grand Street and W. Belmont Court. 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 is one bus stop along W. Grand Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

529 W Grand St is a 0.66 acre lot that is approximately 95% existing impervious area. The Site drains from East to West. The Fassnight Creek Box Culvert is in a Drainage Easement on the West side of the Lot. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Fassnight 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 not have a stream buffer on site.**
A fee in lieu of on-site stormwater detention **is not applicable because the site is built out.**

PW Stormwater has no concerns for the proposed rezoning from R-TH to GI. 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. The site is built out and contains City Utilities infrastructure. Fee in lieu of detention would be permissible if additional impervious area is added.

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.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and Institutional use district. The applicant is rezoning to allow adjacent properties to redevelop without providing bufferyards to a utility substation.

2. This site has been a City Utilities owned substation since 1967 and is planned to remain that way for the foreseeable future.

3. The GI, Government and Institutional use district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. This district is also intended to classify land that is vacant but has been designated for the activities listed above in an adopted plan. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings. Park and recreational facilities would not ordinarily be placed in this zone. Certain nongovernmental and non-institutional uses are permitted to provide necessary services to governmental and institutional uses. The existing utility substation use meets the intent of the GI District.

4. The subject property is located along Grand Street, classified as a Primary Arterial roadway and Belmont Court, classified as a local roadway.

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.

6. The proposed rezoning to the east is causing the proposed change because an unnecessary bufferyard will be required since the subject property is currently zoned R-TH. While R-TH allows for public utilities, the GI District better suits this property's intensity of use and facilitates adjacent properties to develop more efficiently following the new Comprehensive Plan's Land Use and Development plan.

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, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity.

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.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential 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.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-TH to GI
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 07/20/2023 - 4 PM - 6:30 PM
3. Meeting Location: Fire Station 1 Community Room - 720 E. Grand St. Springfield, MO
4. Number of invitations that were sent: 132
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).

   None for this property

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

I, Jared Davis (*print name)*, attest that the neighborhood meeting was held on 07/20/23 (*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

Jared Davis - OWN, Inc.

Printed name of person completing affidavit

EXPLANATION TO COUNCIL BILL 2023-233 (JENSON)

FILED: 10/10/2023

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 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: GDL Enterprises, LLC; 505 and 509 W. Grand Street & 931 and 937 S. Market Avenue; Z-23-2023 with Conditional Overlay District No. 238.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 & 509 West Grand Street and 931 & 937 South Market Avenue from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District and establishing Conditional Overlay District No. 238. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-23-2023/ CONDITIONAL OVERLAY DISTRICT NO. 238

The applicant is requesting to rezone approximately 1.08 acres of property from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238. This will facilitate the development of an apartment building.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended to approve, by a vote of 6 to 1.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is located within ForwardSGF's Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell Avenue (to the east) and N. Grant Avenue (to the west).

This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

2. The R-MD, Medium Density Multi-Family District is consistent with the goals and objectives of the Mixed Residential placetype.
3. City staff has reviewed the proposed multi-family site plan and determined that it was in general compliance with the Multi-Family Location and Design Guidelines. The one issue that is pointed out in the guidelines analysis section is that the outdoor living area for gathering, reading, relaxing and gardening is not a listed amenity in the guidelines; however, commission and council can determine that this be counted as an amenity. Commission and Council have made this same determination with dog parks, which aren't specifically listed as an amenity.
4. The proposed multi-family structure will be three stories and approximately 38 feet tall (above grade). This would be below the minimum height requirements for the district of 35 feet plus one additional foot for each two feet of setback and also below a 45-degree bulk plane from any R-SF or R-TH district.
5. The subject properties once combined will be located along Grand Street, which is the primary arterial roadway that has a diversity of uses in the vicinity, including convenience stores with fuel pumps, a grocery/retail store, an electrical substation, duplexes, and single-family residences.
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.
7. There are changing conditions in the area affected that make the proposed rezoning necessary. This area is in a redevelopment area near the Grant Avenue Parkway Plan and this rezoning is consistent with the redevelopment that is happening in this area. It is also supported by the new Comprehensive Plan's placetype designation.
8. The range of uses in the proposed R-MD 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 of 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 does not require a traffic study.

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 Mixed Residential Placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:

1. Z-23-2023 COD 238 505 & 509 W Grand and 931 & 937 S Market_ord
2. Z-23-2023 COD 238 Requirements_exhA
3. Z-23-2023 COD 238 Legal Description_exhB
4. Z-23-2023 COD 238 ROP_exhC
5. Z-23-2023 COD 238 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 31
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-233 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; and

WHEREAS, Conditional Overlay District No. 238 shall modify the requirements of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-Family Residential District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A"; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

WHEREAS, proper notice was given of a public hearing before City Council, and

said hearing was held in accordance with the law.

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238. 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. 238, 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. 238 shall modify the requirements of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-Family Residential 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

80 Approved for Council action: _____, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-23-2023 COD 238

The requirements of Section 36-383., Medium-density multifamily residential district of the Springfield Zoning Ordinance shall be modified herein for development within this district:

1. The development shall have a maximum density of 28 dwelling units per acre for a total of 30 dwelling units.

2. Minimum lot size shall be at least one (1) acre following the requirements of the Subdivision Regulations.

3. The development of the subject property shall be in conformance with the Multi-Family Location and Design Guidelines (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 4).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-23-2023 COD 238

Legal Descriptions:

1. ALL BEGINNING AT THE NORTHWEST CORNER OF GRAND STREET AND MARKET STREET IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AS THE SAME ARE NOW LOCATED AND EXISTING; RUNNING THENCE NORTH ON THE WEST LINE OF MARKET STREET 162 FEET TO A CEMENT POST SET; THENCE WEST FROM SAID POINT TO MAIN STREET IN SAID CITY; THENCE SOUTH ALONG THE EAST LINE OF MAIN STREET 162 FEET TO GRAND STREET;THENCE EAST ALONG THE NORTH LINE OF GRAND STREET TO THE POINT OF BEGINNING,EXCEPT THAT TRACT OF LAND COVERED BY DEED RECORDED IN BOOK 1467 AT PAGE 623, AND EXCEPT THE SOUTH 13 FEET THEREOF, ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

2. ALL BEGINNING 50 FEET NORTH OF A POINT 60 POLES WEST AND 12 POLES NORTH AND 20 POLES EAST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWf.NTY-NINE (29), RANGE TWENTY-TWO (22), THENCE NORTH 50 FEET, THENCE WEST 150 FEET, THENCE SOUTH 50 FEET,THENCE EAST 150 FEET TO THE PLACE OF BEGINNING, IN SPRINGFIELD, GREENE COUNTY, MISSOURI. ALL OF THE SOUTH HALF (S1/2) OF THE FOLLOWING: ALL OF A CERTAIN TRACT DESCRIBED AS BEGINNING 100 FEET NORTH OF A POINT 60 POLES WEST AND 12 POLES NORTH AND 20 POLES EAST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE NORTH 150 FEET, THENCE WEST 150 FEET, THENCE SOUTH 150 FEET, THENCE EAST 150 FEET TO THE BEGINNING; EXCEPT PART TAKEN FOR ROAD PURPOSES.

3. ALL OF LOTS ONE (1) AND TWO (2), DOUGLAS ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023

Z-23-2023 w/COD 238
505 & 509 West Grand Street and 931 & 937 South Market Avenue
Applicant: GDL Enterprises, LLC

Mr. Neal stated that this is a request to rezone approximately 1.08 acres of property generally located at 505 & 509 W. Grand Street & 931 & 937 S. Market Avenue from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238 for a new apartment building.

Mr. Pauly asked for clarification on the southern portion of the property (facing Grand Street). Mr. Neal noted that there is a 45-degree bulk plane but not along Grand Street due to no residential across the street.

Mr. Pauly also asked about the amount of space (where City Utilities ends, and the building location starts) between the two areas and Mr. Neal noted they each will have 5 feet per medium density requirements.

Mr. Pauly noted that on the plans it shows 46 parking spots, when it is required to have 50 asking what was required and what is listed. Mr. Neal stated that he did not know, however he stated that there are 5 bicycle slots, and they may be where the discrepancy is.

Ms. Jill Burris stated that Z-24-2023 will need to be heard before Z-23-2023 w/COD 238 can be resulted on and would need to be tabled and then reopened.

COMMISSION ACTION: (request to table)
Mr. Colony motioned to **table** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue) until Z-24-2023 is presented. Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Z-24-2023 presentation.

COMMISSION ACTION: (request to remove from table)
Ms. Broekhoven motioned to **remove from table** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue). Ms. Ridge seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Jared Davis, 3213 S. West Bypass, and here to answer any questions.

Mr. Jobe closed the public hearing.

Ms. Broekhoven would like to know how the rezoning next door would affect the outcome of the current rezoning. Mr. Neal stated that it is the bulk-plane setbacks.

Mr. Pauly made comments regarding parking issues noting that there may not be enough parking for that location, and it will push into the neighborhood and stated his concern for the intersection at Grand and Market with people making U-turns to get around the street island to get into the Neighborhood Market. He also noted the amount of traffic trying to head southbound and believes it pushes a lot of traffic through the neighborhoods and wanted to make this point.

COMMISSION ACTION:
Mr. Colony motioned to **approve** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Ridge, Scott, Colony, and Gunther. Nays: Pauly. Abstain: None. Absent: Lebeck and Knuckles.

Bob Hosmer, AICP
Planning Manager

Exhibit D

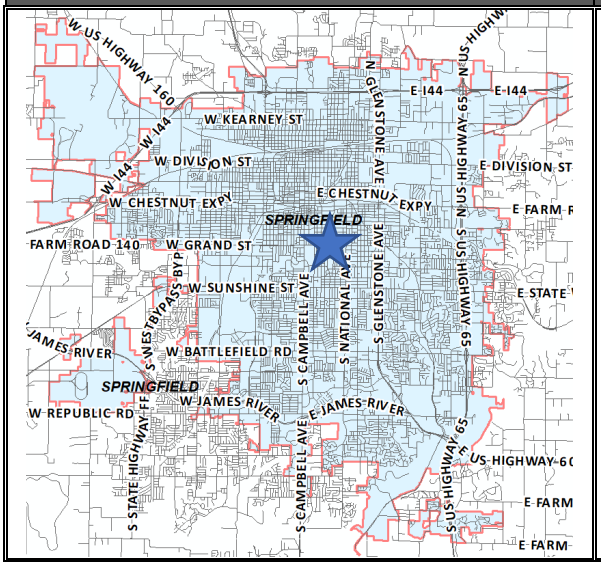
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-23-2023 with Conditional Overlay District No. 238
Location:	505 and 509 W. Grand Street & 931 and 937 S. Market Avenue
Total Acres:	1.08 acres
Applicant:	GDL Enterprises, LLC
Existing Land Use:	Vacant/undeveloped
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-23-2023 with Conditional Overlay District No. 238 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).

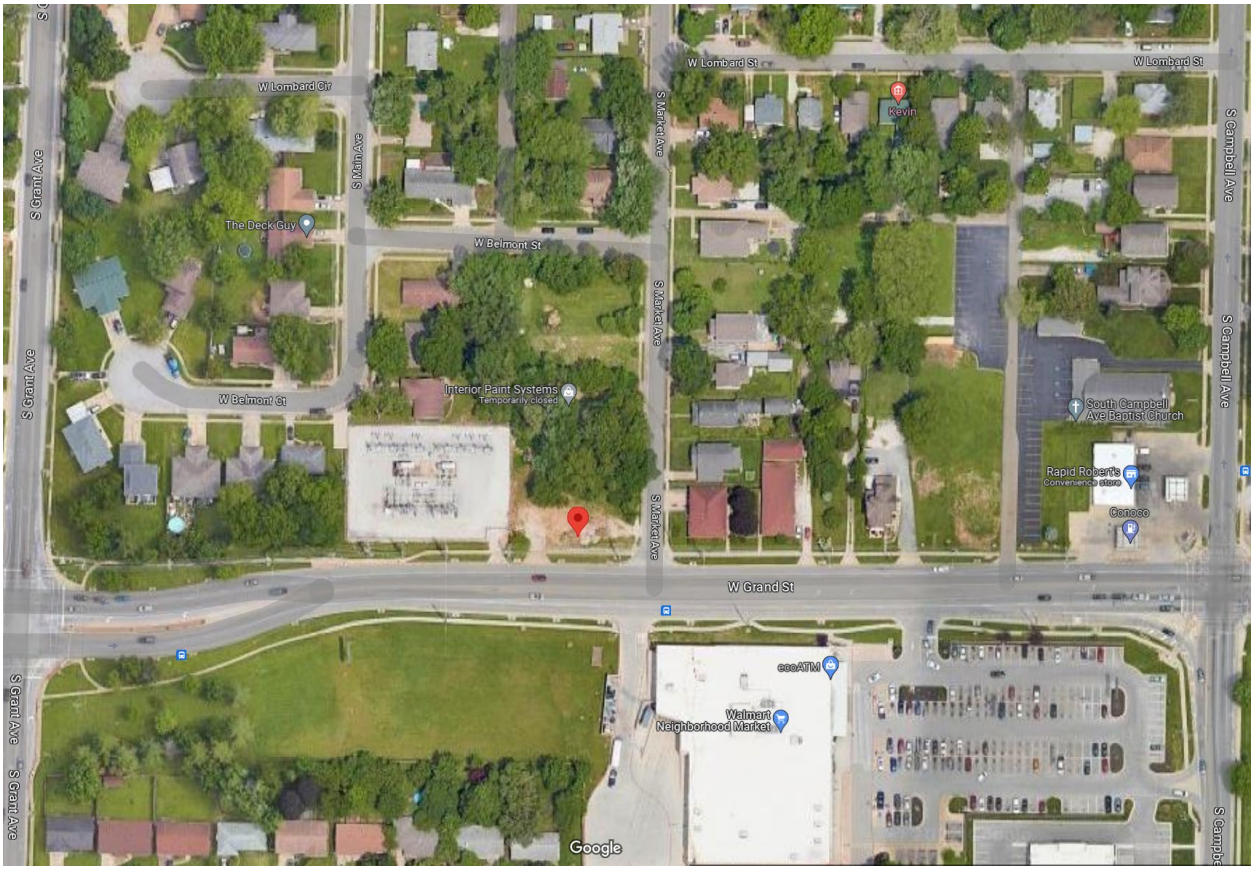
PROJECT SUMMARY:

Request to rezone from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property has been zoned R-SF and R-TH since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL DISTRICT
Use Limitations	(4) (a) Single-family detached and single-family semi-detached dwellings are not permitted unless they exist at the time the district is mapped. (b) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (c) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code.
Minimum Lot Size	(5) (a) Minimum lot area: 1. Each townhouse on a separate platted lot: 2,000 square feet. 2. Existing single-family detached dwellings: 5,000 square feet. 3. Duplexes: 5,500 square feet. 4. Existing single-family semi-detached dwellings: 3,750 square feet. 5. All other uses: 8,250 square feet. (5) (b) Minimum lot width:

	1. Each townhouse on a separate platted lot: a. End lots: 30 feet. b. Interior lots with driveway in front yard: 26 feet. c. Interior lots without driveway in front yard: 20 feet. 2. Existing single-family semi-detached dwelling units: 30 feet. 3. All other uses: 45 feet. (5) (c) Minimum lot depth: 1. Each townhouse on a separate platted lot: 75 feet. 2. All other uses: 100 feet.
Maximum Height	(6) (a) Maximum structure height: 1. Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Bulk Plane	(6) (a) Maximum structure height: 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Minimum Yard Requirements	(6) (b) Minimum yard requirements: 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. b. Fifteen feet along a street classified as a local street or as required by Section 36-453 (garages shall be set back a minimum of 20 feet). 2. Side yards: Six feet or as required by Section 36-453, provided that no side yard is required for any building that has a common wall on a lot line. 3. Rear yard: Ten percent of the lot depth but may not be less than ten feet, nor will more than 20 feet be required.
Minimum Open Space	(6) (c) Minimum open space: Not less than 20% of the total lot area shall be devoted to open space including required bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and

	internal streets. Open space shall contain living ground cover and other landscaping materials. (6) (d) Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total lot area unless modified in accordance with subsection 36-482 (15).
Buffering and Landscaping	(9) Whenever any development in an R-MD district is located adjacent to another zoning district or a nonresidential use in an R-MD district is located adjacent to a residential use in an R-MD 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:

PLACETYPE:

The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

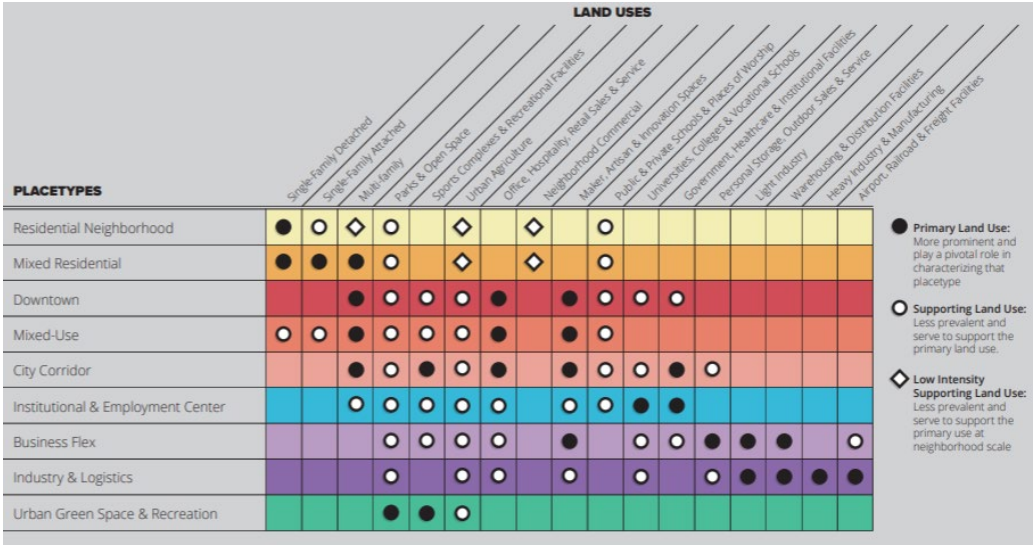
The R-MD, Medium-density multifamily residential district, as requested by the applicant, accommodates a mix of residential dwelling types at densities up to 29 dwelling units per acre. This district is intended to serve as a transition between major streets or commercial areas and nearby lower density residential areas. Reflecting the intent to act as a transition, this district prohibits the construction of new detached single-family dwellings so as to not preempt multifamily projects with less intense development not befitting this zoning designation. This district also permits certain other nonresidential uses necessary to serve the governmental, educational, religious, recreational, or other needs of a given neighborhood or area.

The *Land Use and Development* recommends a "step-down approach should be used to create a gradual transition where more intense housing types and dissimilar uses converge along the edges of the neighborhood." The subject property is located on the edge of a neighborhood in an area where commercial, duplex and single-family land uses and zoning converge.

Based on the variety of residential dwelling types and low-intensity nonresidential uses permitted within the R-MD district, staff has determined that the requested rezoning from the R-SF, Single-family residential district and R-TH, Residential Townhouse district to the R-MD, Medium-density multifamily residential district is generally compatible with the objectives and intent of the *Comprehensive Plan*.

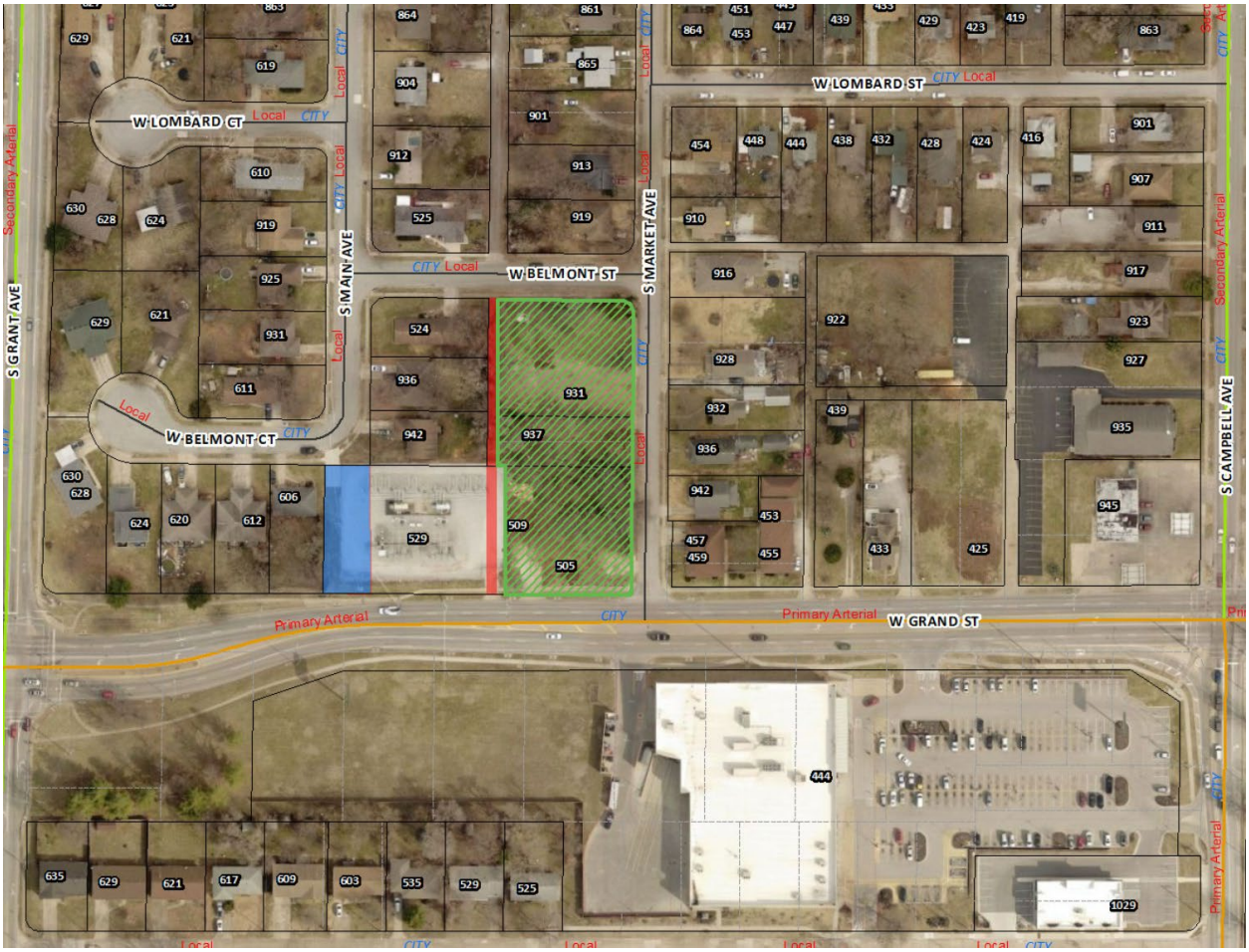
DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GR	R-SF & R-TH	R-SF & R-TH
LAND USE	Single-family residence	Grocery/retail store	Single-family residences and duplexes	Single-family residences and CU substation
PLACETYPES	Mixed Residential	Mixed Use	Mixed Residential	Mixed Residential

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; although, we have the following review comments for developing the property:

1. Public sewer is available however the property is not in a sewer district. City code requires that if a property is not in a sewer district, they must file a special connection agreement (City Code Section 120-249 & Section 120-250). The city code can be viewed here: https://library.municode.com/mo/springfield/codes/code_of_ordinances. There are two types of special connection agreements: refundable and non-refundable. Refer to the city code for more information or call Matt Taylor at 417-864-1934.

FIRE DEPARTMENT:

No objections to rezoning. Project shall comply with 2018 IFC

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING 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	W. Grand Street	Primary Arterial	City	50	30	NA	No	Yes	Yes
Street 2	S. Market Avenue	Local	City	25	20	NA	No	Yes	Yes
Street 3	W. Belmont Street	Local	City	25	25	NA	Yes	Yes	Yes

	Daily	AM	PM
Trips Generated (Existing Zoning)	52	4	5
Trips Generated (Proposed Zoning)	194	15	18
Additional Trips Generated	142	11	13

ACCESS - There are currently no driveway access points onto the property from W. Grand Street and W. Belmont Steet. There are three driveway access points onto the property from S. Market Avenue. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification. No direct access will be allowed from W. Grand Street.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one bus stop along W. Grand Street near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

The below comments will need to be addressed as the project moves thru the subdivision process and site plans.

ROW - When Subdivision activity occurs, per City Code Section 36-223, 36-243 & 36-453 and Section 8 of Public Works Design Standards, the developer shall dedicate ROW as shown below, in addition to appropriate sight triangles measured from the intersections of the new ROW line. The applicant may apply to the ARC for a reduction in ROW to be dedicated but must demonstrate that the reduced amount of ROW will meet the needs for transportation, access, utilities, and future planning for the ARC to approve the application.

- Grand St: Required minimum ROW width from centerline is 50 ft. Based on GIS and the old plat, there appears to be only 30 ft of ROW. An additional 20 ft of ROW will need to be platted. A survey will be needed to verify.

- Market Ave: Required minimum ROW width from centerline is 25 ft. Based on GIS and the old plat, there appears to be only 20 ft of ROW. An additional 5 ft of ROW will need to be platted. A survey will be needed to verify.

- Belmont St: Required minimum ROW width from centerline is 25 ft. Based on GIS and the old plat, this requirement appears to be met.

- Sight Triangles: Required minimum ROW sight triangle at the corner of Grand and Market is 10 ft x 10 ft. Based on GIS, a sight triangle will need to be platted.

Driveways - Driveway spacing for all existing and new driveways shall be in accordance with City Code Section 36-251 and Sections 8 & 10 of the Public Works Design Standards. Any new/modified driveway approaches must comply with current City Standard ST-9 and City Code Section 98.

- Grand St: No access is allowed. Existing driveway will need to be completely removed and replaced with curb and gutter, and sidewalk.

- Market Ave. Required minimum distance from the near ROW line of Grant St to the edge of driveway is 110 ft. Required minimum distance from edge of driveway to edge of driveway is 20 ft.

- Belmont St. Required minimum distance from the near ROW line of Market Ave to the edge of driveway is 20 ft. Required minimum distance from edge of driveway to edge of driveway is 20 ft.

Gates - All gates shall be per city ordinance 5116. Gates shall not swing towards the street/ROW. Ordinance has been uploaded into the attachments folder.

Sidewalks - No additional public sidewalks are required.

All off-street parking areas will need to be in accordance with ST-6 of PW Standard Drawings and City Code Section 36-455 & 36-483. All parking areas shall be an all-weather, hard surface of either asphalt, concrete, or pervious pavement.

Proposed signs and/or landscaping shall not be located within public ROW or sight triangles.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN
505 W Grand is a 1.1 acre lot with no existing impervious area. The Site drains from East to West. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Fassnight 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 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 concerns 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 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 only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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.

DEVELOPMENT REVIEW STAFF REPORT

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238. This will facilitate the development of an apartment building.

2. The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

3. The R-MD, Medium Density Multi-Family District is consistent with the goals and objectives of the Mixed Residential placetype.

4. City staff has reviewed the proposed multi-family site plan and determined that it was in general compliance with the Multi-Family Location and Design Guidelines. The one issue that is pointed out in the guidelines analysis section is that the outdoor living area for

gathering, reading, relaxing and gardening is not a listed amenity in the guidelines; however, commission and council can determine that this be counted as an amenity. Commission and Council have made this same determination with dog parks which aren't specifically listed as an amenity.

5. The proposed multi-family structure will be three stories and approximately 38 feet tall (above grade). This would be below the minimum height requirements for the district of 35 feet plus one additional foot for each two feet of setback and also below a 45 degree bulk plane from any R-SF or R-TH district.

6. The subject properties once combined will be located along Grand Street which is primary arterial roadway that has a diversity of uses in the vicinity including convenience stores with fuel pumps, a grocery/retail store, an electrical substation, duplexes and single-family residences.

7. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy.

8. There are changing conditions in the area affected that make the proposed rezoning necessary. This area is in a redevelopment area near the Grant Avenue Parkway Plan and this rezoning is consistent with the redevelopment that is happening in this area. It is also supported by the new Comprehensive Plan's placetype designation.

9. The range of uses in the proposed R-MD district are compatible with the uses permitted on other property in the immediate vicinity.

10. 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.

11. 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 does not require a traffic study.

12. 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.

13. 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 Mixed Residential 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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1
CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-383., Medium-density multifamily residential district of the Springfield Zoning Ordinance shall be modified herein for development within this district:

1. The development shall have a maximum density of 28 dwelling units per acre for a total of 30 dwelling units.

2. Minimum lot size shall be at least one (1) acre following the requirements of the Subdivision Regulations.

3. The development of the subject property shall be in conformance with the Multi-Family Location and Design Guidelines (Attachment 2) and site plan (Attachment 4).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES ASSESSMENT

The applicant is requesting approval of multi-family apartments on 1.08 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, which would allow up to 25 to 28 dwelling units per acre. The applicant is requesting a total of 30 units (28 du/ac).

A. Land Use Accessibility (2/3 points)
Two points were given for land use accessibility. There is a recreational-parks-greenway and supermarket use within a ¼ mile and a neighborhood retail mixture and hospital/medical/dental use located within a ½ mile.

B. Connectivity Analysis (3/5 points)
Three out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes, roadway and sidewalk connectivity.

C. Road Network Evaluation (1/2 points)
One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

2. Building Scale and Articulation – Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.

3. Building Orientation and Interior Landscaping – Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits. Buildings adjacent to the street shall not have parking lots located between the building and the street.

4. Avoidance of Blank Walls along pedestrian circulation areas – Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations.

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required.

7. Amenities – The development will have an outdoor living area as shown on the site plan. While an outdoor living area isn't a listed amenity in the guidelines, commission and council can determine if this qualifies.

8. Preservation of Trees – All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the site plan, MFM design guidelines and other city ordinances.

E. Opportunities and Constraints (1 point)

1. The proposed development is located within a redevelopment area, and therefore meets the criteria for Item #2 in the Opportunities or Constraints section. This would add one additional point to the assessment.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF & R-TH to R-MD
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 07/20/2023 - 4 PM - 6:30 PM
3. Meeting Location: Fire Station 1 Community Room - 720 E. Grand St. Springfield, MO
4. Number of invitations that were sent: 500' - 167 invitations; 185' - 38 envelopes
5. How the mailing list was generated: City Planning
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).

   Amy & Devin Durham – Concerns of student or section 8 housing; Not student or section 8 housing. While available to students, they will be fair market pricing.
   Allen Kemper – Please have high lighting in this area and security & concerned for parking along the road that may block drives; Lighting and on-site parking will be provided to resident per city code.
   Kathleen Cowens – Parking concerns outside of complex along the road; on-site parking will be provided to resident
   Martha Mincey – Parking concerns outside of complex, will block road & drives; on-site parking will be provided to the residents per city code.
   All items above were discussed and addressed at the meeting.

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

   See Attached E-mail Comment - The development will adhere to City of Springfield regulations and traffic will be considered as a part of the development.

I, Jared Davis (*print name)*, attest that the neighborhood meeting was held on 07/20/23 (*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

Jared Davis - OWN, Inc.
Printed name of person completing affidavit

OWN

CLIENT
CLIENT No. SHEET No. Of
CALCULATED By DATE
CHECKED By DATE
PROJECT
CALCULATIONS FOR

Sign In

Name	Email	Phone	Contact?
Devin/Amy Durham	amyamyemail@gmail.com	417-849-9499	Yes
Allen Kemper	AllenKemper@mail.com	417-414-7131	Yes
John E Koch	GHOSTY52.JK@gmail.com	417-599-0898	YES
Nicole Fiennold	nicole.fiennold@gmail.com	417 770 0655	Yes
Kathleen Cowens	~~Kcowens~~@gmail.com Kathleen Cowens	417-496-8699	Yes
MARTHA MINCEY	MARTHAMINCEY@missouristate.edu	417-860-5163	yes
Duane Keys	duane.keys@gmail.com	417 234 1677	yes

From: David Patrick
To: Zoning@springfieldmo.gov
Subject: My comment to Nexrdoor website regarding GDL Enterprises project at Grand and Market
Date: Thursday, July 13, 2023 11:21:11 AM

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

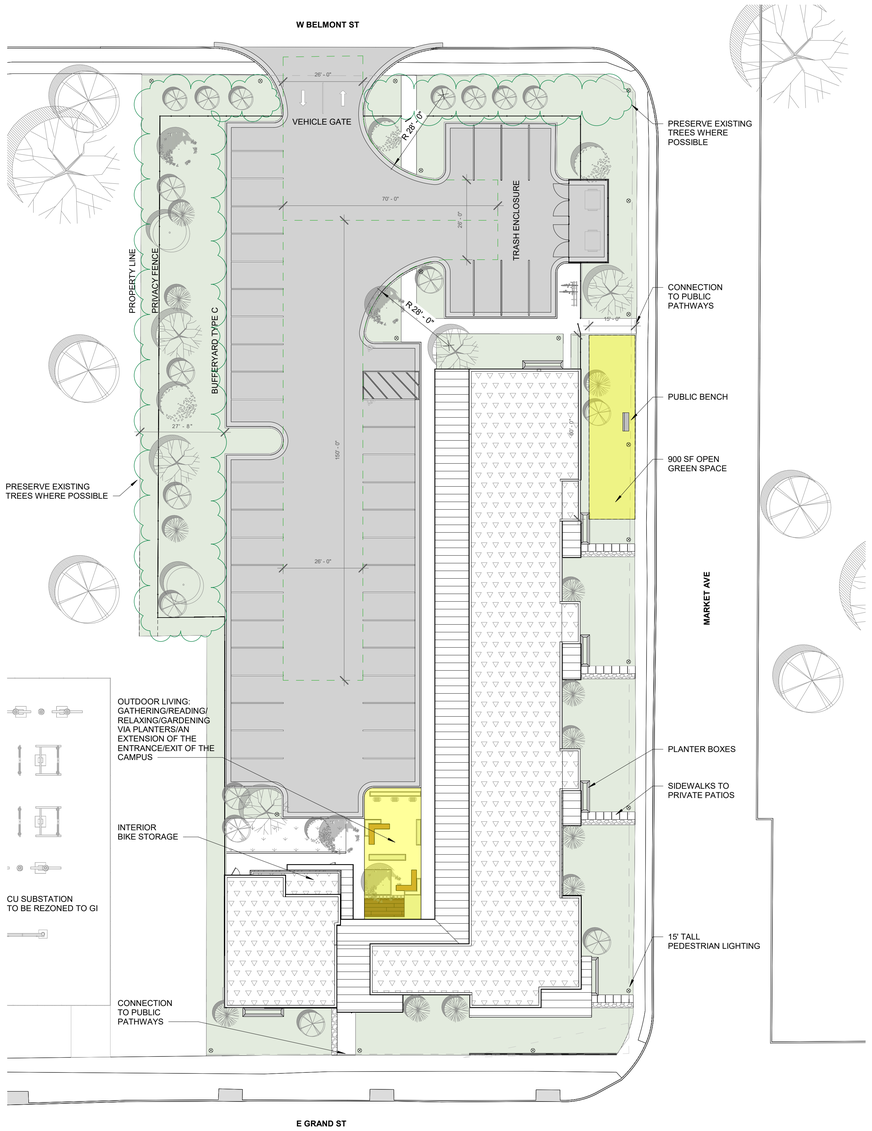
My notification letter arrived yesterday, 8 days before this meeting. I'm sure that wasn't done intentionally to insure low attendance and little resistance to the plan. /s I guarantee P&Z has already given the green light to this project, and this meeting is just going through the motions. It will be a replay of the Walmart disaster, just across the street. EVERY negative outcome the neighbors predicted about that store has materialized, plus even worse problems than what we imagined. These new developers will get everything they want and the rest of us will just have to suck it up, as always. When the additional traffic from this complex makes it even more difficult to turn left from Market onto Grand, P&Z will continue to ignore our requests for a safe outlet from the bottleneck they have created in our area. Placing a traffic light (or roundabout!) at Grand and Market or making Campbell 2-way between Grand and Madison would be 2 solutions, but they won't consider any such safety measures. Nobody on P&Z lives in this neighborhood, so why should they care?

David Patrick
865 S Market Ave
417 536-0493

11A
AS100

EAST ELEVATION - REPRESENTATION

scale: NTS



1A
AS100

OVERALL SITE PLAN

scale: 1" = 20'-0"

N

MULTI-FAMILY DEV MATRIX

PLEASE NOTE THAT THE POINTS INCLUDED IN THE INFORMATION BELOW WERE PROVIDED BY CITY STAFF FOR SECTIONS 5.4, 5.5, AND 5.6. SECTIONS 5.7 AND 5.8 ARE DEPENDANT UPON THE SITE DESIGN LAYOUT AS HEREBY PROVIDED. WE HAVE INDICATED THE ANTICIPATED POINTS THAT WOULD BE AWARDED TO COMPLY WITH THE DENSITY PROPOSED.

5.3: OPPORTUNITIES AND CONSTRAINTS DOES THE PROPOSAL SUPPORT REDEVELOPMENT/ REVITALIZATION GOALS? IF AN APPROVED PLAN FOR REDEVELOPMENT OR REVITALIZATION OF AN AREA RECCOMMENDS A LOWER OR HIGHER DENSITY THAN THAT DETERMINED BE THE MATRIX CALCUATION, STAFF MAY CONSIDER RECOMMENDATION OF A DENSITY MORE CONSISTENT WITH THE APPROVED PLANS.	1 POINT
5.4: LAND USE ACCESSIBILITY	2 POINTS
5.5: CONNECTIVITY ANALYSIS	3 POINTS
5.6: ROAD NETWORK EVALUATION	1 POINT
5.7: DESIGN GUIDELINES	6 POINTS
A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY	
1. PEDESTRIAN AMENITIES PEDESTRIAN SCALE LIGHTING & NON ROW STREET FURNITURE	PROVIDED
2. BLEND BUILDING SCALE STREET FACING WALLS THAT ARE GREATER THAN 50 FEET SHALL BE ARTICULATED AT LEAST EVERY 25 FEET WITH BAYS, PROJECTIONS, OR RECESSES. ARTICULATION MEANS A DIFFERENCE IN THE VERTICAL PLANE OF THE BUILDING OF AT LEAST 18 INCHES OR MORE.	PROVIDED
3. BUILDING ORIENTATION & INT. LANDSCAPING	PROVIDED
4. AVOID BLANK WALLS PROVIDED FACADES THAT FACE STREETS OR CONNECTING PEDESTRIAN FRONTAGE THAT ARE GREATER THAN 25 FEET IN LENGTH SHALL BE SUBDIVIDED AND PROPORTIONED USING AT LEAST ONE OR MORE OF THE FOLLOWING FEATURES: WINDOWS, ENTRANCES, ARCADES, ARBORS, AWNINGS DISTRIBUTED ALONG THE FACADE AT LEAST ONCE EVERY 25 FEET.	PROVIDED
5. AVOID TEARING DOWN BUILDINGS	NOT APP.
6. ON-STREET PARKING	NOT APP.
B. PROVIDE A GOOD CIRCULATION SYSTEM	
1. EXTERNAL CONNECTIVITY	PROVIDED
2. INTERNAL CONNECTIVITY	PROVIDED
3. PEDESTRIAN & BICYCLE CONNECTIONS	PROVIDED
4. SHARED DRIVEWAYS	NOT APP.
5. DRIVE ALIGNMENT	NOT APP.
6. INTERNAL STREETS	NOT APP.
C. RESPECT THE NATURAL ENVIRONMENT	
1. USEABLE RECREATIONAL AREA/FACILITY	PROVIDED
2. AMENITIES (1 REQUIRED)	PROVIDED
3. PRESERVATION OF TREES	PROVIDED
TOTAL OF POINTS	13 POINTS

13 POINTS THROUGH BASE CALCULATIONS ALLOWS 28 UNITS PER ACRE.

ZONING DATA

AREA OF SITE (ACRES)	1.08 ACRES
YARD REQUIREMENTS	FRONT YARD MINIMUM – 15 FEET FRONT YARD MAXIMUM – 25 FEET EXTERIOR SIDE YARD MINIMUM – 15 FEET EXTERIOR SIDE YARD MAXIMUM – 25 FEET INTERIOR SIDE YARD MINIMUM – 6 FEET *IF PARTY-WALL EXISTS, 0' SHALL BE PERMITTED REAR YARD – N/A
PLANNED UNIT DENSITY	28 DU/AC (30 UNITS ON 1.08 ACRES)
BUILDING HEIGHT	3 STORIES
OPEN SPACE REQUIREMENT	20%
OPEN SPACE PROVIDED	17,630 SF OPEN SPACE/47,966.5 SF TOTAL = .368 **36.8% PROVIDED**
CURRENT ZONING	SF & TH
PROPOSED ZONING	R-MD
DWELLING UNIT COUNTS	STUDIO - 6 UNITS 1 BED - 15 UNITS 2 BED - 9 UNITS ACCESSIBLE UNITS: 2
PARKING REQUIREMENTS	MICRO STUDIO – ONE SPACE/UNIT STUDIO/1 BED – ONE & ONE-HALF SPACES/UNIT TWO OR MORE BED – TWO SPACES/UNIT SPACES REQUIRED: 50 SPACES
BICYCLE PARKING REDUCTION	10% REDUCTION 10 BIKE SPACES - 5 VEHICLE SPACES
PARKING PROVIDED	46 VEHICLE SPACES

BUILDING CODES

BUILDING CODE	2018 IBC
MECHANICAL CODE	2018 INTERNATIONAL MECHANICAL CODE
PLUMBING CODE	2018 INTERNATIONAL PLUMBING CODE
ELECTRICAL CODE	2017 NEC
FIRE CODE	2018 INTERNATIONAL FIRE PREVENTION CODE
FUEL GAS CODE	2018 INTERNATIONAL FUEL AND GAS CODE
ACCESSIBILITY CODE	2009 ICC/ANSI A117.1
ENERGY CODE	2012 ENERGY CODE

CODE DATA

PRIMARY USE GROUPS (CHAP. #3)	R-2, RESIDENTIAL
ACCESSORY USE GROUPS	S-2, STORAGE
CONSTRUCTION TYPE	VB
TOTAL AREA	9,930 S.F. FIRST FLOOR 10,750 S.F. SECOND FLOOR 10,750 S.F. THIRD FLOOR 31,430 S.F. TOTAL AREA
SPRINKLERED BUILDING	YES, NFPA 13R
FIRE ALARMS	YES, SEE MEP SHEETS
EMERGENCY LIGHTING	YES, SEE MEP SHEETS

ALLOWABLE BUILDING HEIGHT + AREA

ALLOWABLE AREA OF NONSEPARATED OCCUPANCY IS CALCULATED FROM THE MOST RESTRICTIVE OF PROVIDED USES:

ALLOWABLE AREA BY TABLE 503	(R-2) (S-2)	28,000 S.F. 54,000 S.F
PROVIDED AREAS	(R-2) (S-2)	31,180 S.F. 250 S.F. (ACCESSORY USE)
ALLOWABLE HEIGHT/AREA (TABLE 503)	(R-2)	3 STORIES / 60 FEET
PROVIDED HEIGHT		3 STORY / 37'-6" FEET (ABOVE GRADE)

MIXED USE, NON-SEPARATED (508)

508.3.1 **OCCUPANCY CLASSIFICATION**.

INTERPRETATION: R-2 IS THE MOST RESTRICTIVE OCCUPANCY CLASSIFICATION AND WILL BE USED AS MEANS FOR ALLOWABLE BUILDING HEIGHT AND AREA

508.3.2 **ALLOWABLE BUILDING AREA AND HEIGHT**.

INTERPRETATION: SEE ALLOWABLE BUILDING AREA SECTION ABOVE

508.3.3 **SEPARATION**. WALLS SEPARATING R-2 UNITS ARE REQUIRED TO BE 1 HOUR RATED FIRE PARTITIONS

FLOOR AREA PER OCCUPANT (1004)

R-2, RESIDENTIAL: 1 OCCUPANT PER 200 GROSS S.F.
S-2, STORAGE/MECH AREA: 1 OCCUPANT PER 300 GROSS S.F.

MEANS OF EGRESS

EGRESS WIDTH (1005)

R-2 EGRESS (WITH SPRINKLER): 0.15 PER OCCUPANT

DOOR OPERATIONS (1008)	YES
STAIRWAYS (1009)	YES
EXIT SIGNS (1006 & 1011)	YES

TRAVEL DISTANCE (1016)
OCCUPANCY R-2 = MAX. 250'-0" WITH SPRINKLER SYSTEM.
MAX. AS DESIGNED 120'-0" (SEE PLANS).

EXIT QUANTITY (1021)
THREE OR MORE EXITS SHALL BE PROVIDED FROM ANY STORY WITH AN OCCUPANT LOAD FROM 501-1000

ACCESSIBILITY (1107)

SECTION 1107.6.2.1.1 FOR GROUP R-2: "AT LEAST 2 PERCENT, BUT NOT LESS THAN ONE, OF THE DWELLING UNITS AND SLEEPING UNITS SHALL BE A TYPE A UNIT."

OUT OF 30 UNITS, 2 WILL BE A TYPE A UNIT. (1) ONE BEDROOM
(1) TWO BEDROOM

FIRE RESISTANCE RATED CONSTRUCTION (TABLES 601,602 &602.4)

BUILDING ELEMENTS:

STRUCTURAL FRAME 1 HOUR
EXT. BEARING WALL 1 HOUR
EXT. NON-BEARING WALL 0 HOUR
INT. BEARING WALL 1 HOUR
INT. NON-BEARING WALL 0 HOUR
FLOOR CONSTRUCTION 1 HOUR
ROOF CONSTRUCTION 1 HOUR

(1009) STAIRWELLS N/A
(713) ELEVATOR SHAFTS N/A
(1018) CORRIDOR R-2 1 HOUR

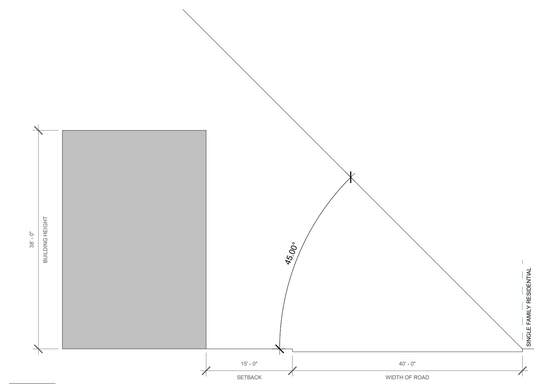
(TABLE 716.5) FIRE RATED DOORS

FIRE RATED IN 2 HOUR WALL 90 MIN.
FIRE RATED IN 1 HOUR WALL 20 MIN.
(708) DEMISING/PARTITION WALL 1 HOUR
(707) FIRE BARRIER N/A
(706) FIRE WALL N/A
(718.4) DRAFTSTOPS YES

CHECKED WIDTH OF OPENINGS IN FIRE RATED WALLS (706.8 + 707.6)

YES, 156 S.F. MAX ALLOWED; 25% MAX. WIDTH ALLOWED

ROOF COVERING CLASSIFICATION PROVIDED (TABLE 1505.1): TYPE B



2Q
AS100

BULKPLANE

scale: 3/32" = 1'-0"

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
GDL ENTERPRISES, LLC
1736 East Sunshine Suite 913
Springfield, Missouri 65804
573.999.3702

PROJECT TEAM

CIVIL ENGINEER
CONSULTANT 1 NAME
1234 S NATIONAL
SPRINGFIELD, MO 65810
417.555.5555

MEP ENGINEER
CONSULTANT 2 NAME
1234 S NATIONAL
SPRINGFIELD, MO 65810
417.555.5555

STRUCTURAL ENGINEER
CONSULTANT 3 NAME
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SPRINGFIELD, MO 65810
417.555.5555

MEP ENGINEER
CONSULTANT 4 NAME
1234 S NATIONAL
SPRINGFIELD, MO 65810
417.555.5555

INTERIOR DESIGN
CONSULTANT 5 NAME
1234 S NATIONAL
SPRINGFIELD, MO 65810
417.555.5555

KITCHEN EQUIPMENT
CONSULTANT 6 NAME
1234 S NATIONAL
SPRINGFIELD, MO 65810
417.555.5555

REVISIONS

NO.	DESCRIPTION	DATE
3	ADD-03	1/3/2019

PROJECT NO.:	21-047	DRAWN BY:	HDG
DATE:	12.14.2021	REVIEWED BY:	HDG

PROFESSIONAL SEAL
MATTHEW CAPEN, AIA NCARB
PROFESSIONAL TITLE: ARCHITECT
MO# A-0000000

STATE OF MISSOURI
ROBERT C. HAIK
NUMBER
MO A-007461
ARCHITECT

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PROJECT TITLE
GRAND + MARKET APARTMENTS

PROJECT ADDRESS:
505 E GRAND ST
SPRINGFIELD, MISSOURI 65807

Architectural Site Plan

SHEET
AS100

EXPLANATION TO COUNCIL BILL 2023-234 (SIMPSON)

FILED: 10/10/2023

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 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: St. James Hotel Properties, LLC; 1266 East Lark Street; Z-21-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-21-2023
The applicant is requesting to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District. The intent for this application is to streamline the development process as the existing Planned Development is outdated and cumbersome.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 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 Comprehensive Plan's Land Use & Development chapter identifies office, hospitality, retail sales and service as a primary land use within the city corridor placetype.
3. The subject property is located in an area that has experienced development that has affected the character of this area.
4. The existing Planned Development permits a mix of office, retail and residential uses. The existing zoning is very similar to the GR, General Retail District with respect to the uses permitted. However, the existing Planned Development requires Planning and Zoning Commission review of any new or revised final development plans and has a limitation of maximum gross floor area within each "Tract" of the Planned Development. The Planned Development delineates a total amount of development permitted within each "Tract" of the Planned Development rather than simply per individual lot. The cumulative requirement for each "Tract" requires the tracking of gross floor area for each development and can become cumbersome as more area within each Tract is developed and infilled. Approval of this request for GR zoning will result in significantly the same type of development as could be achieved under the existing zoning, however development of the property will be more streamlined without having to track the previous developments within the "Tract" and go through the Final Development Plan process that is required as part of the existing Planned Development.
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 new development and this rezoning is consistent with the development 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. Other properties in Planned Development have rezoned to GR, General Retail.
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.
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:

Attachments:
1. Z-21-2023_ord
2. Z-21-2023 Legal Description_exhA
3. Z-21-2023 ROP_exhB
4. Z-21-2023 Staff Report_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 09-26-23

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-234 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made its recommendation; and

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

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

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

Section 1 – The property generally located at 1266 East Lark Street and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from Planned Development No. 84 to GR, General Retail District. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-21-2023

All of Lot 2 in Lark Pointe, a subdivision in the City of Springfield, Greene County, Missouri according to the recorded final plat.

EXHIBIT B

RECORD OF PROCEDDING
ZONING CASE Z-21-2023

Mr. Hosmer stated that this is a request to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District.

Mr. Jobe opened the public hearing.

Mr. Rick Wilson, 1835 S. Stewart Avenue representing the owners and want to build a hotel on this property. There are other hotels and senior housing in the area and believe this a very compatible location.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:
Mr. Colony motioned to **approve** Z-21-2023 (1266 East Lark Street). Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Bob Hosmer, AICP
Planning Manager

Exhibit C

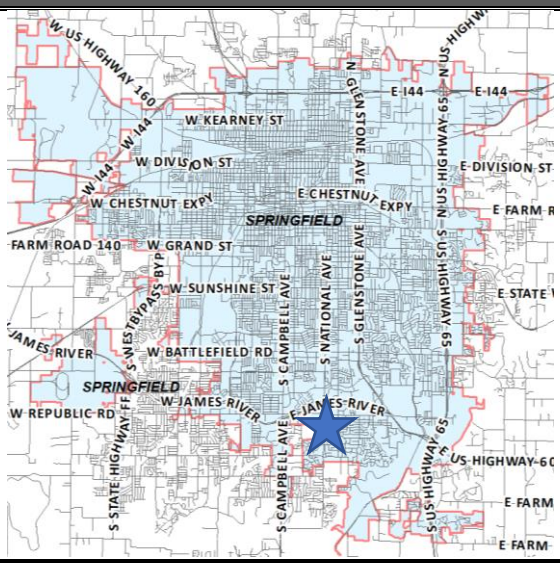
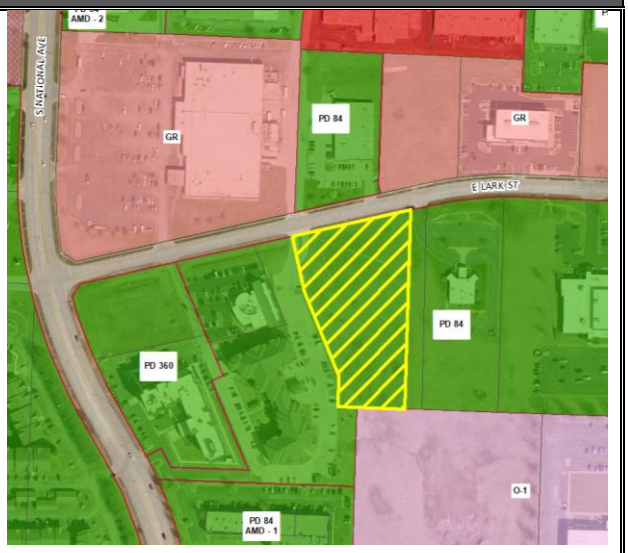
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-21-2023
Location:	1266 East Lark Street
Total Acres:	2.7 acres
Applicant:	St. James Hotel Properties, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	August 10, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 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-21-2023 (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 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District.

LOCATION MAP	ZONING MAP
	

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 zoned from R-1 to Planned Development No. 84 in December 1987 and has remained undeveloped.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE 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
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:

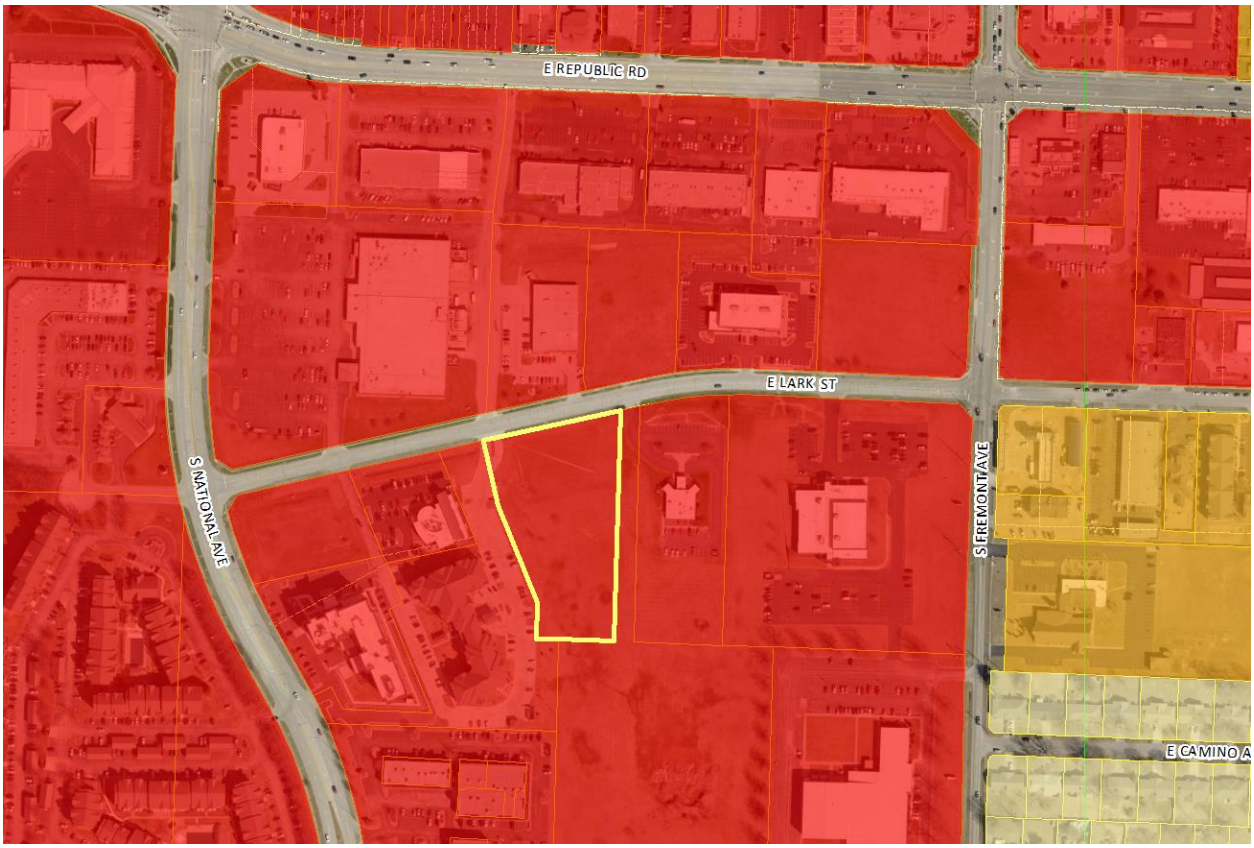
PLACETYPE:

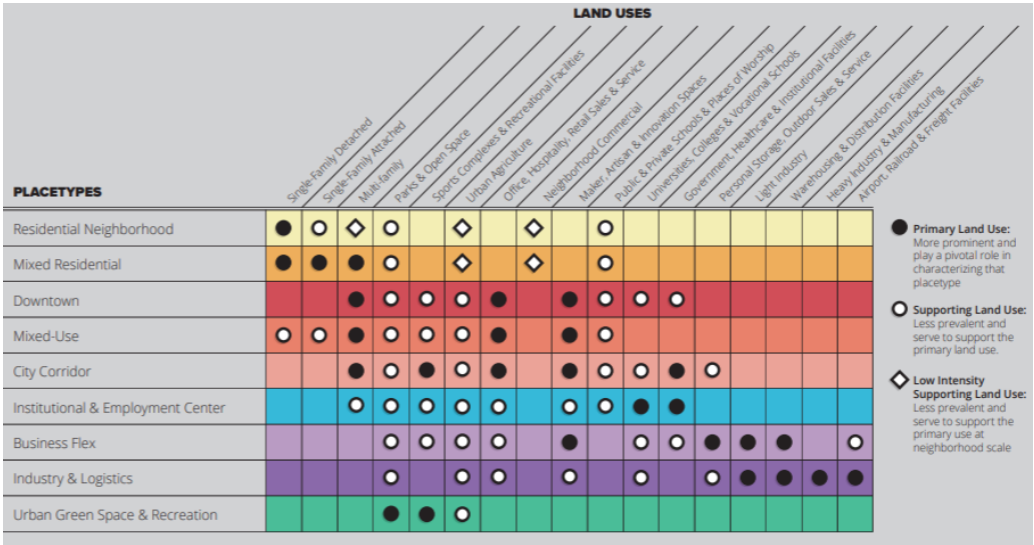
The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are 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:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 84, GR	O-1	PD 84	PD 84
LAND USE	Office, Undeveloped Land	Undeveloped land	Senior living community	Medical clinic and office
PLACETYPES	City Corridor	City corridor	City Corridor	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

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. Lark Street	Non-Residential Local	City	30	30	NA	No	No	No

ACCESS - There is currently one driveway access point onto the property from E. Lark Street. 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. Lark Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN
1266 E Lark St is a 2.7 Acre lot with an existing regional detention and water quality basin on site. PD84 requires all relevant Stormwater infrastructure constructed prior to building permits. The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the 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 **is not applicable because the site is built out.**

PW Stormwater has no concerns for the proposed rezoning because the PD84 has required the Stormwater detention and infrastructure to be built prior to construction on site. The existing regional flood control basin will remain and is the property owner's responsibility to maintain. 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 flood control basin the regional basin on site as part of the Lark Pointe subdivision. 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 only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works. Any new impervious area on site will be evaluated against the existing basin's design. .

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District with Conditional Overlay No. 239.

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 *Comprehensive Plan's Land Use & Development* chapter identifies office, hospitality, retail sales and service as a primary land use within the city corridor placetype.

4. The subject property is located in an area that has experienced development that has affected the character of this area.

5. The existing Planned Development permits a mix of office, retail and residential uses. The existing zoning is very similar to the GR, General Retail District with respect to the uses permitted. However, the existing Planned Development requires Planning and Zoning Commission review of any new or revised final development plans and has a limitation of maximum gross floor area within each "Tract" of the Planned Development. The Planned Development delineates a total amount of development permitted within each "Tract" of the Planned Development rather than simply per individual lot. The cumulative requirement for each "Tract" requires the tracking of gross floor area for each development and can become cumbersome as more area within each Tract is developed and infilled. Approval of this request for GR zoning will result in significantly the same type of development as could be achieved under the existing zoning, however development of the property will be more streamlined without having to track the previous developments within the "Tract" and go through the Final Development Plan process that is required as part of the existing Planned Development.

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 seen new development and this rezoning is consistent with the development 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. Other properties in Planned Development have rezoned to GR, General Retail.

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. This application requires a traffic study at the time of development.

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.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Planned Development 84 to General Retail
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 8/10/2023, 4:00 PM
3. Meeting Location: The Library Center 4653 S Campbell Springfield, MO 65810
4. Number of invitations that were sent: 34
5. How the mailing list was generated: Generated by City of Springfield Planning
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

   None applicable to the rezone process

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

   None to address

I, Robert Wilson *(print name)*, attest that the neighborhood meeting was held on 8/10/2023 *(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

Robert Wilson

Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN IN SHEET

ST JAMES PROPERTIES LLC

Name	Business Name If Any	Address	Phone	Email
Cindy Reed	Homewood Suites		417-501-1525	Cindy.Reed@hilton.com
[illegible]	Pyramid Foods		417-210-0011	jwilkins@pyramidfoods.net

EXPLANATION TO COUNCIL BILL 2023-235 (SIMPSON)

FILED: 10/10/2023

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 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Township 28, LLC; 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place; Z-20-2023 with Conditional Overlay District No. 236.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi- Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-20-2023/ CONDITIONAL OVERLAY DISTRICT NO. 236

The applicant is requesting to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi- Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. The intent of this application is to expand the existing multi-family development (Township 28) on the property located at 2955 and 2957 East Allen Place. This application will bring the entire development under one zoning district. The applicant has changed site plans.

The applicant wishes to amend the approved site plan by reducing the number of structures from two to one structure and altering the elevations. These amendments require a rezoning for the subject property.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.
2. The subject property is in an area that has recently experienced a resurgence of redevelopment and reinvestment of multi-family and mixed-use developments that have affected the character of this area.
3. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-two (22) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre with the Opportunities and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, being in a redevelopment area and a physical barrier in the area. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Exhibit D - Attachment 2). The development must be in substantial conformance to the attached site plan ("Exhibit D - Attachment 5").
4. Approval of this application will allow the expansion of the existing multi-family development (Township 28) by incorporating a neighboring property and place the entire development under one zoning and Conditional Overlay District.
5. Approval of this application will allow for an established multi-family use to expand development of this property and promote infill development where investments have already been made in public services and infrastructure.
6. The Galloway Guidelines are a policy that was accepted by City Council in 2019 and have been addressed by the applicant in the development of this project ("Exhibit D - Attachment 4").
7. 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.
8. 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.
9. The range of uses in the proposed R-MD and COD are compatible with the uses permitted on other property in the immediate vicinity.

10. 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.
11. 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.
12. 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.
13. 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 Mixed Use 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:

Attachments:
1. Z-20-2023 COD 236 3900 S Lone Pine Ave and 2955 and 2957 E Allen Pl_ord
2. Z-20-2023 COD 236 Requirements_exhA
3. Z-20-2023 COD 236 Legal Description_exhB
4. Z-20-2023 COD 236 ROP_exhC
5. Z-20-2023 COD 236 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 09-26-23

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-235 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; and

WHEREAS, Conditional Overlay District No. 236 shall modify the requirements of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-Family Residential District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A"; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

WHEREAS, proper notice was given of a public hearing before City Council, and

said hearing was held in accordance with the law.

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236. 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. 236, 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. 236 shall modify the requirements of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-Family Residential 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

80 Approved for Council action: _____, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-20-2023 COD No. 236

The requirements of Section 36-383 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The maximum density shall be limited to twenty-two (22) dwelling units per acre for a maximum of 168 dwelling units located within this district.

2. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan (Exhibit D - Attachment 5).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-20-2023 COD No. 236

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE LYING IN LOTS 7, 8 AND 9 OF GALLOWAY HEIGHTS, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY MISSOURI IN PLAT BOOK S, PAGE 80 AND ALSO IN DESCRIBED IN BOOK 2008, PAGE 039471-08 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF GALLOWAY HEIGHTS; THENCE ALONG THE EAST LINE THEREOF SOUTH 00° 57'36" WEST, 158.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF ALLEN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES, SOUTH 86° 32'24" WEST, 220.96 FEET; THENCE SOUTH 86° 37'33" WEST, 457.79 FEET; THENCE SOUTH 76° 38'36" WEST, 133.08 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 61 ° 55'03" WEST, 44.98 FEET; THENCE NORTH 20° 28'41" WEST, 151.85 FEET; THENCE NORTH 19° 08'14" WEST, 204.14 FEET; THENCE 19.89 FEET ALONG A 915.35 FOOT CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 14° 14'53" WEST FOR A DISTANCE OF 19.89 FEET TO A POINT LYING ON THE SOUTH LINE OF GALLOWAY ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY MISSOURI IN PLAT BOOK V, PAGE 18; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID SOUTH LINE THE FOLLOWING COURSES, NORTH 83°48'24" EAST, 108.23 FEET; THENCE NORTH 87° 11'59" EAST, 867.36 FEET TO A POINT AT THE SOUTHEAST CORNER OF GALLOWAY ADDITION; THENCE LEAVING SAID SOUTH LINE SOUTH 00° 06'39" EAST, 200.40 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 7.66 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

EXHIBIT C

RECORD OF PROCEEDING

Z-20-2023 w/COD 236
3900 South Lone Pine Avenue and 2955 & 2957 East Allen Place
Applicant: Township 28, LLC

Mr. Hosmer stated that this is a request to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236

Mr. Jobe opened the public hearing.

Mr. Harlan Hill, 3811 S. Weller Avenue, originally submitted with a different building proposal (2 building) and 15 units each, however as the economy impacted the designs we decided to economize and combine all units (30) into one structure.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:
Mr. Colony motioned to **approve** Z-20-2023 w/COD 236 (3900 South Lone Pine Avenue and 2955 & 2957 East Allen Place). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Bob Hosmer, AICP
Planning Manager

Exhibit D

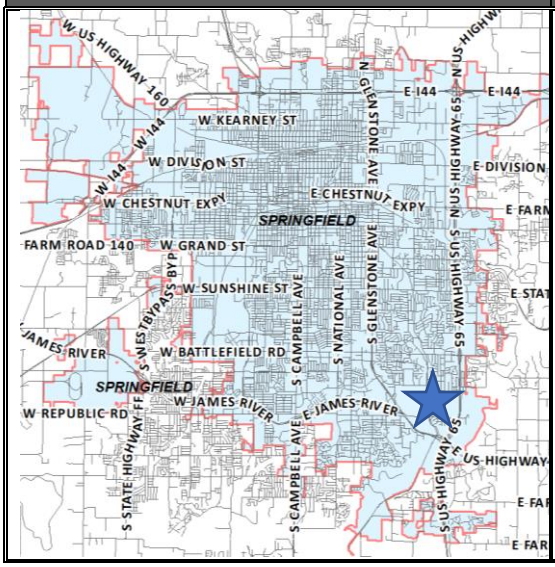
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-20-2023 with Conditional Overlay District No. 236
Location:	3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place
Total Acres:	7.84 acres
Applicant:	Township 28, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 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-20-2023 with Conditional Overlay District No. 236 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:

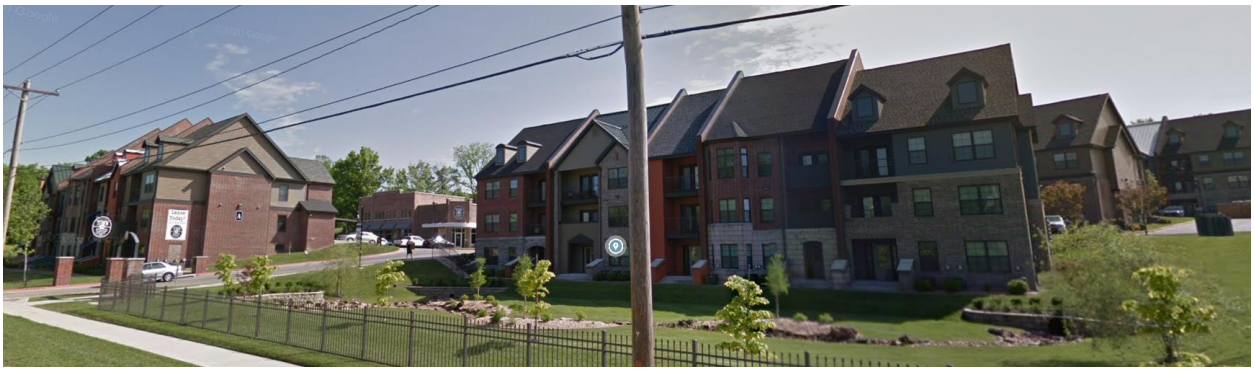
Request to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi- Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236

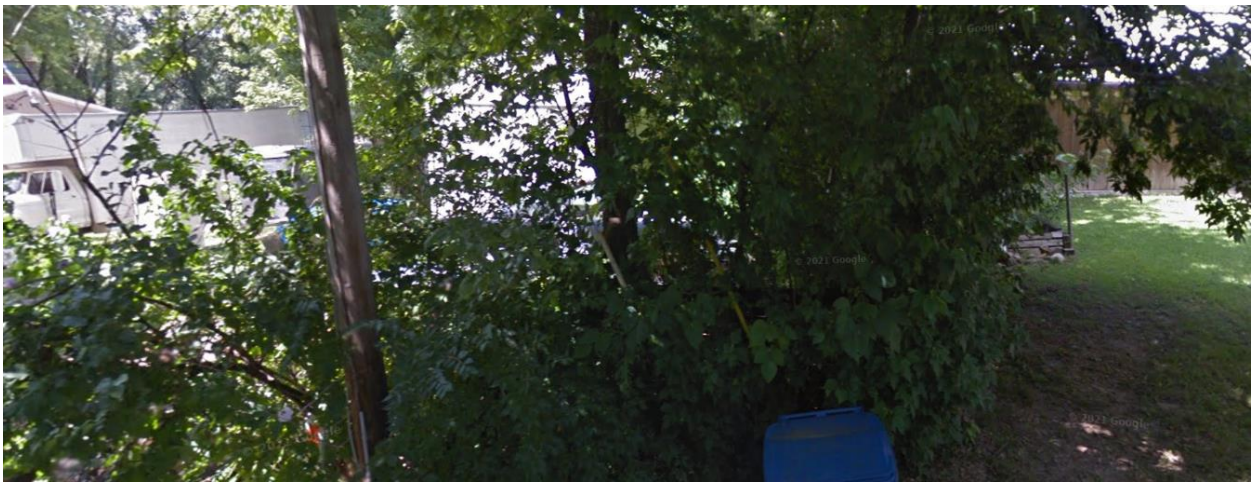
LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:





DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The portion of subject property that is 3900 South Lone Pine (existing Township 28 development) was rezoned to R-MD zoning in 2008. The R-SF portion of the subject property located at 2955 and 2957 East Allen Place was added to the existing development and both were rezoned to R-MD with COD No. 212 in July 2022.

The applicant wishes to amend the approved site plan by reducing the number of structures from two to one structure and altering the elevations. These amendments require a rezoning for the subject property.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MD
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations.
Maximum Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Minimum Open Space	Not less than 20 percent.

Buffering and Landscaping	A Type C bufferyard is required adjacent to property zoned R-SF.

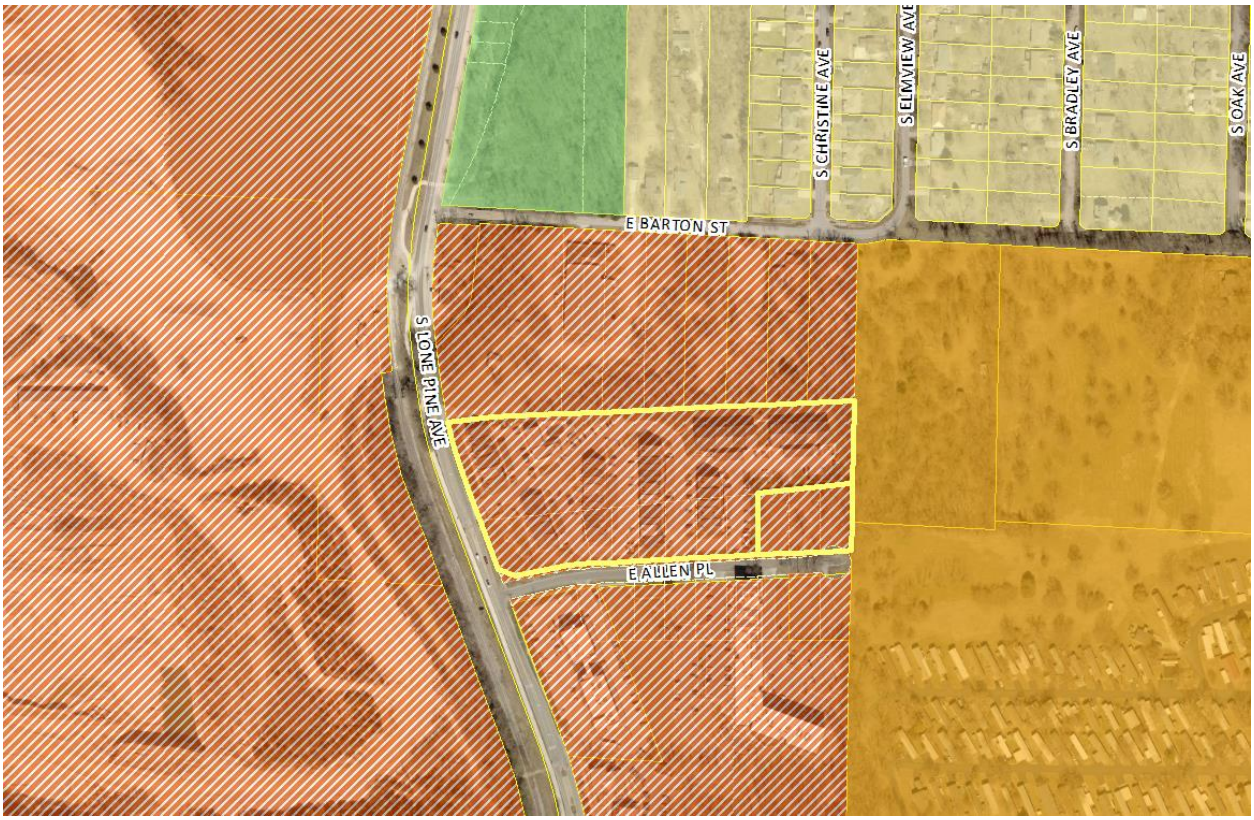
COMPATIBILITY WITH COMPREHENSIVE PLAN:

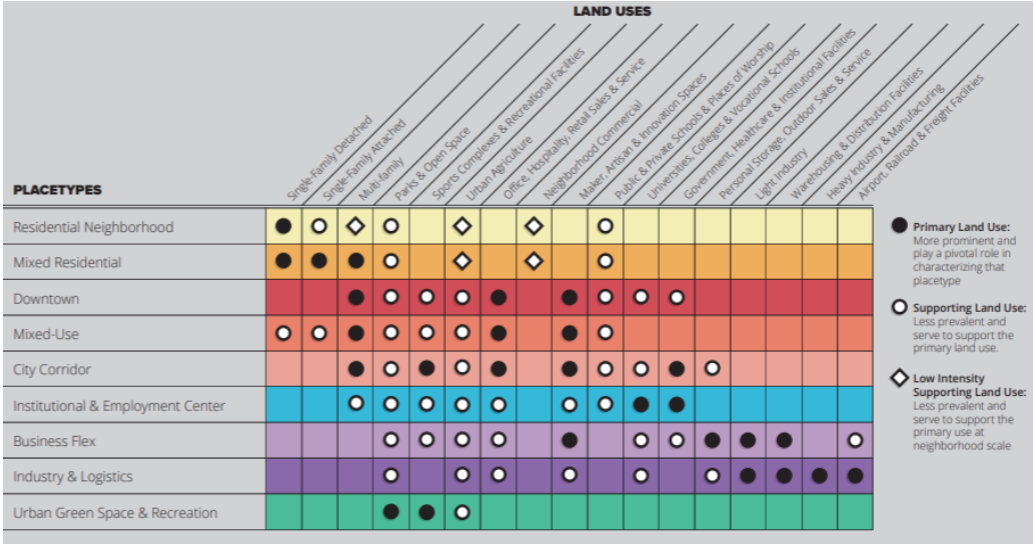
PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM, R-SF	GR and PD 351	R-SF & PD 276	HM
LAND USE	Manufacturing/Warehouse, single family residence	Mixed-use Multi-family and commercial uses	Single-family, undeveloped land and mobile home development	Quarry
PLACETYPES	Mixed Use	Mixed Use	Mixed Residential	Mixed Use

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. Tract has access to public sewer.

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. Lone Pine Avenue	Secondary Arterial	City	35	30	NA	No	Yes	Yes
Street 2	E. Allen Place	Local	City	25	25	NA	Yes	Yes	Yes

ACCESS - There is currently one driveway access point onto the property from S. Lone Pine Avenue and E. Allen Place. All access to the development shall be per current City of Springfield standards.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There is a Greenway Trail near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN
3900 S Lone Pine is a 6.8-acre lot that is approximately 70% existing impervious area. The site generally drains from East to West and into the Galloway Creek on the west side of Lone Pine Ave. A fee in lieu of constructing onsite stormwater detention was permitted for the existing development. Water quality is provided on site through an extended dry detention basin. The property is in the **Galloway Creek** drainage basin. The property **is** partially located in a FEMA designated floodplain. Staff **is** aware of flooding problems associated with Lone Pine Ave. within the Galloway Creek floodplain. 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 detention for this development is permissible dependent on the runoff flowing through the Township 28 Apartment complex. E Allen Place is not improved with curb and gutter and not capable of handling the runoff form the development. Drainage will need to be connected to the Township 28 Apartments and is not allowed to drain into Allen St. A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts.**

PW Stormwater has no concerns with the proposed rezoning. The submitted application includes a site plan showing the future development. 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 only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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.

a. Water Quality will be required based on the development being part of a larger common plan. Water Quality can be designed on the new addition or incorporated into the Water Quality Basin built with PRJ2014-00730.

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. 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 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi- Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. The intent is to expand the existing multi-family development (Township 28) on the property located at 2955 and 2957 East Allen Place. This application will bring the entire development under one zoning district.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.

3. The subject property is in an area that has recently experienced a resurgence of redevelopment and reinvestment of multi-family and mixed-use developments that have affected the character of this area.

4. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-two (22) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre with the Opportunities and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, being in a redevelopment area and a physical barrier in the area. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Attachment 5).

5. Approval of this application will allow the expansion of the existing multi-family development (Township 28) by incorporating a neighboring property and place the entire development under one zoning and Conditional Overlay District.

6. Approval of this application will allow for an established multi-family use to expand development of this property and promote infill development where investments have already been made in public services and infrastructure.

7. The Galloway Guidelines are a policy that was accepted by City Council in 2019 and have been addressed by the applicant in the development of this project (Attachment 4).

8. 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.

9. 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.

10. The range of uses in the proposed R-MD and COD are compatible with the uses permitted on other property in the immediate vicinity.

11. 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.

12. 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.

13. 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.

14. 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 Mixed Use 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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 236

The requirements of Section 36-383 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The maximum density shall be limited to twenty-two (22) dwelling units per acre for a maximum of 168 dwelling units located within this district.

2. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

ZONING CASE Z-20-2022 & CONDITIONAL OVERLAY DISTRICT NO. 236

The applicant is requesting approval of 168-unit multi-family apartments on 7.84 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points. This density increase, combined with credits from the Opportunities and Constraints and Assessment Criteria Score, would allow for 21-24 dwelling units per acre.

Below is an analysis of the four categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)
One point was given for land use accessibility. There is neighborhood retail mix and greenway within 1/4 mile of the subject property.

B. Connectivity Analysis (1/5 points)
One out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit, sidewalks, and roadways.

C. Road Network Evaluation (1/2 points)
A maximum of one point were given for the road network evaluation.

D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall follow the attached site plan and elevations.

3. Building Orientation and Interior Landscaping – All building orientations will address Main Avenue and Walnut Lawn Street to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows; entrances; arcades; arbors; awnings (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations.

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system in accordance with the attached site plan.

6. Useable Recreational Area/Facility – Benches will be located throughout the common areas providing for useable tenant amenities in accordance with the attached site plan; however, a minimum of 20% usable open space is required.

7. Amenity Calculation – Three of the following amenities shall be provided: a tot lot with a minimum of 900 square-feet, picnic area of 900 square-feet, swimming pool, clubhouse, and dog run area.

8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

DENSITY: The initial assessment criteria resulted in a total of 9 points for a maximum density of 12 to 14 dwelling units per acre. The applicant has requested a density of 22 dwelling units per acre and to allow the additional density under the Opportunity and Constraints section.

Opportunities and Constraints

Although the maximum density based on the multi-family guidelines evaluation recommended 14 dwelling units per acre, additional density can be allowed based on special circumstances as described in the Guidelines Opportunity and

Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, supports revitalization goals, and has a physical barrier within ½ mile of the site.

Opportunities and Constraints that apply:

1. How much higher density exists or is planned/approved for area?
   Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is contiguous to higher intensity uses such as higher density multi-family, retail, office, and institutional uses on two or more sides.

   The site is situated adjacent on to mixed-use multi-family and retail uses.

2. Does the proposal support redevelopment/revitalization goals?
   Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located with a redevelopment or revitalization area. The area is located within the Galloway Area Redevelopment Plan which was adopted in 2014 and within the Southeast Development Study Area which was adopted in 2002.

3. Are there physical or other natural barriers within ½ mile of the site?
   Staff may consider a recommendation of a higher density. The subject property is adjacent to a large quarry which has the effect of limiting the density points.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RMD COD 212 to RMD COD 235
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: July 20, 2023 4:00 pm to 6:30 pm
3. Meeting Location: 3900 S. Lone Pine Township 28 Clubhouse
4. Number of invitations that were sent: 47
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 4
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).

   • WHAT IS DIFFERENT FROM PREVIOUS PROPOSAL?
   ANSWER: SINGLE BUILDING IN LIEU OF TWO SEPARATE BUILDINGS, ORIENTATION EAST/WEST TO REDUCE EXTENT OF EXCAVATION AND ACCOMMODATE LENGTH OF BUILDING, FLAT ROOF IN LIEU OF PITCHED.
   • NO CONCERNS EXPRESSED.

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

   NONE SUBMITTED.

I, HARLAN HILL *(print name)*, attest that the neighborhood meeting was held on 7/20/2023 *(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

HARLAN HILL, OWNER'S REPRESENTATIVE
Printed name of person completing affidavit

CLOSED MEETING
@ 6:31 PM

Neighborhood Meeting

July 20, 2023

Z-20-2023 COD #235

2955 and 2957 E Allen Place
Springfield, Missouri 65804

Please Sign-In

Name	Address
SCOTT GUSTAVESON	2640 E. REPUBLIC RD GVNA
Melanie Bach	3734 S. ELMVIEW AVE
Wendy Huscher	3417 S. Lone Pine
BRUCE M. FEND	3762 S. CHRISTINE

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 4

GALLOWAY RECOMMENDATIONS

The Galloway Area Recommendations, passed October 21, 2019, provides staff recommendations that apply to developers, city staff, and residents when pursuing future developments within the specified area. This checklist refers to the recommendations that apply specifically to the applicant/developer for a project. This is to be used only as a reference for those recommendations. The original Galloway Recommendations document must still be reviewed as this is only a supplemental visual to what is outlined in that document. This checklist also references The Galloway Community Improvement District, which was approved by City Council on August 12, 2019.

Staff has reviewed the applicant's attached exhibits (1-12) for compliance to the Galloway Recommendations as outlined below.

A. Public Safety (1/1)
1 out of 1 recommendation was addressed. Recommendation #1 is not applicable to the proposed development since it is not adjacent to Galloway Trail.

1) Clearly delineate parking areas along the street edge from the street surface.
2) Install physical barrier or fencing between trail and roadway where feasible.

B. Environmental Protection (3/3)
2 out of 2 recommendations were addressed. Recommendation #2 does not apply since there is not a stream buffer on the property.

1) Water quality protection and stormwater management for new developments. Innovative techniques are welcomed and encouraged. (Examples include Maximizing open space, green roofs, rainwater collection systems, rain gardens, and berms.)
2) Establish stream buffer easements for all new developments.
3) Protect the tree canopy through preservation of healthy trees and installing high quality landscaping where possible.

C. Image Enhancement (4/4)
4 out of 4 recommendations were addressed. Recommendations #1 & #2 are not applicable to the proposed development since it is not adjacent to Galloway Trail. Recommendation #5 is not applicable because this is not a mixed-use development.

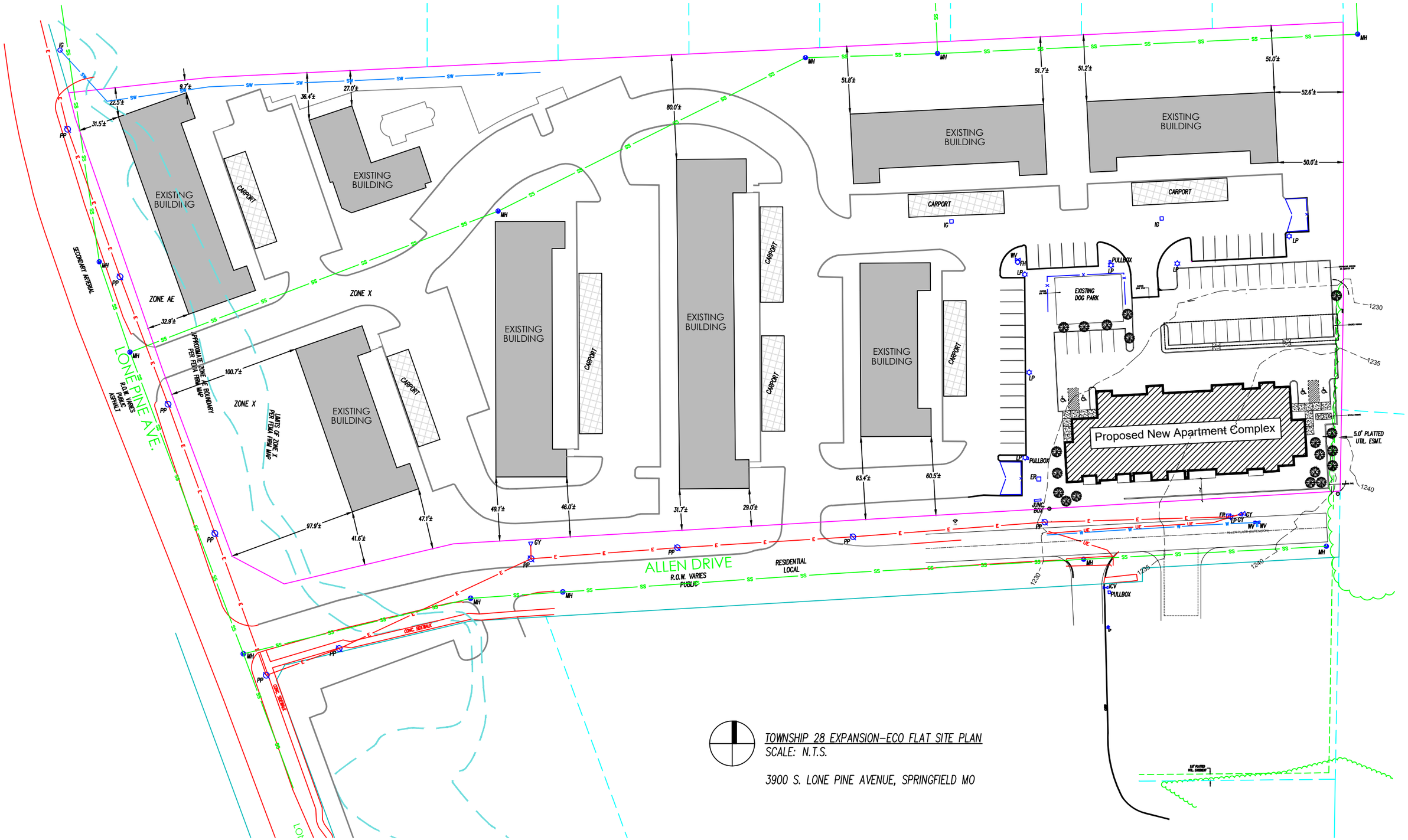
1) Plant trees along the Galloway Trail.
2) Develop pocket parks along the Galloway Trail.
3) Preserve village feel through:
    a. Mixed-use of small businesses
    b. Reuse of existing structures

c. Complimentary architectural styles

4) Promote a high-quality streetscape experience that is supported by the Galloway CID and Multi-Family Development Guidelines; Examples include:
   a. Planters and window boxes
   b. Brightly colored doors or building accents
   c. Attractive landscaping and plantings
   d. Public art
   e. Fountains
   f. Dog watering stations
   g. Outdoor seating
   h. Street trees
   i. Decorative lighting
5) Mixed-Use development
6) Use Conditional Overlay Districts; Examples include:
   a. Limit uses (e.g., storage units, gas stations, drive-thru businesses, car washes, cell towers, etc.
   b. Limit signage types (e.g., size, illumination, placement, number, prohibition of digital)
   c. Restrict glazing ratios to no more than 40% of exterior surface.
   d. Limit building height through bulk plan regulations (exceptions to this are discouraged)
   e. Require parking lots be located behind buildings where feasible.
   f. Require tree canopy preservation.
   g. Limit excessive grading or rock blasting.
   h. Restrictions on retaining walls (limit height and require minimum distance between tiers)
7) Increase landscaping requirements. Encourage canopy trees and high-quality plantings in landscaping.

D. General Recommendations (2/2)
2 out of 2 recommendations were addressed.

1) Proactively communicate with area stakeholders and the city.
2) Emphasize the history of the area/site through artwork, signage, place-naming, and historic designations, and preservation.



TOWNSHIP 28 EXPANSION–ECO FLAT SITE PLAN
SCALE: N.T.S.

3900 S. LONE PINE AVENUE, SPRINGFIELD MO

North (Parking Lot) Elevation

Scale 1/8" = 1'-0"

South (Street) Elevation

Scale 1/8" = 1'-0"

DERINGTON ARCHITECTS, L.L.C.
BILL DERINGTON - ARCHITECT - A-4061
MIKE DERINGTON - ARCHITECT - A-2004029792
1837 EAST KIRKWOOD STREET - SUITE 107
SPRINGFIELD, MO. 65804
PH 417.883.3760 CELL 417.849.4856
MISSOURI CERTIFICATE OF AUTHORITY NO. A-2013038640

CONSULTANTS

Preliminary Only
Not for Construction

ECO FLATS APARTMENT BUILDING
FOR THE CORYELL GROUP
2955 EAST ALLEN PLACE
SPRINGFIELD, GREENE COUNTY, MISSOURI

ISSUE DATE

07-15-2023

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REVISIONS

NO.	DATE	TYPE

PROJECT NO.

DRAWING TITLE

GROUND FLOOR PLAN

DRAWING NO.

A2.1

EXPLANATION TO COUNCIL BILL 2023-236 (MCGULL)

FILED: 10/10/2023

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 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Joseph S. Manzardo & Kari J. Manzardo Revocable Trust; 3601 East Chestnut Expressway; Z-26-2023 with Conditional Overaly District No. 239.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-26-2023/ CONDITIONAL OVERLAY DISTRICT NO. 239

The applicant is requesting to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. The applicant intends to develop commercial uses near Chestnut Expressway and self-service storage facility behind.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended to approve, by a vote of 7 to 0 with an amendment to strike item #6 in Conditional Overlay District No. 239 and replace with "self-service storage facilities are only permitted behind the commercial uses and a minimum of 175' feet from the south property line of the property."

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.
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 proposed HC zoning with a Conditional Overlay District prohibits many permitted uses to closely match the GR, General Retail district, with the exception for self-service storage facilities. Storage facilities will only be permitted on the north half of the property and will not be highly visible from Chestnut Expressway. The COD maintains the existing, healthy trees and vegetation along the east property line and places a solid, six-foot fence on the west-side of the bufferyard (development side). The COD also restricts the structure height to one-story.
4. The Comprehensive Plan's Land Use & Development chapter identifies office, hospitality, retail sales and service as a primary land use within the City Corridor Placetype. Personal storage is listed as a supporting land use.
5. The subject property is in an area that has recently experienced rapid development and that has affected the character of this area.
6. The subject property is a small remanent of the larger, 44-acre Planned Development No. 336 which has since been almost all rezoned to HC, Highway Commercial with COD No. 86 for the existing Menards and out-lot development.
7. 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.
8. 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 redevelopment that is happening in this area.
9. The range of uses in the proposed HC district and COD are compatible with the uses permitted on other property in the immediate vicinity.
10. 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.

11. The impact of 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.
12. 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.
13. 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:

Attachments:
1. Z-26-2023 COD 239 3601 E Chestnut_ord
2. Z-26-2023 COD 239_exhA
3. Z-26-2023 COD 239_exhB
4. Z-26-2023 COD 239_exhC
5. Z-26-2023 COD 239_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 09-26-23

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-236 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; and

WHEREAS, Conditional Overlay District No. 239 shall modify the requirements of the Springfield Land Development Code Section 36-422, HC, Highway Commercial District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A"; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on September 7, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239. 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. 239, 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. 239 shall modify the requirements of the Springfield Land Development Code Section 36-422, HC, Highway 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. Gage, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 239

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. The following uses shall be prohibited:
    a. Ambulance services.
    b. Residential uses
    c. Auction sales and flea markets entirely within enclosed buildings.
    d. Automobile service garages.
    e. Automobile service stations.
    f. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
    g. Awning and canvas sales and rental.
    h. Bed and breakfast.
    i. Boarding, rooming, and lodging houses.
    j. Bus stations.
    k. Campgrounds and recreational vehicle parks.
    l. Catering businesses.
    m. Cemeteries.
    n. Churches and other places of worship, including parish houses, and Sunday schools.
    o. Civic, convention, and cultural centers.
    p. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
    q. Commercial off-street parking lots and structures.
    r. Commercial outdoor recreation use group.
    s. Day care centers
    t. Household resource recovery collection centers
    u. Manufactured housing (mobile home) and trailer sales, leasing and service.
    v. Medical or comprehensive marijuana cultivation facility
    w. Medical or comprehensive or microbusiness marijuana dispensary facility.
    x. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.
    y. Telecommunication Towers of any height.
    z. miniature golf courses and driving ranges.
    aa. Short-term rental type 3.
    bb. Swimming pool sales and displays.
    cc. Taxi dispatch yards and offices.
    dd. Taxidermists.
    ee. Temporary lodging use group.
    ff. Temporary uses.
    gg. Temporary vendors.
    hh. Overnight shelters or transitional service shelters.
    ii. Conditional Uses per Section 36-422, subsection (3).

2. The maximum floor area ratio shall not exceed 0.30.

3. The maximum structure height shall not exceed one (1) story.

4. Minimum open space: Not less than thirty (30) percent of the gross site area shall be devoted to open space including required yards and bufferyards.

5. A bufferyard type F is required along the east property line. This bufferyard shall maintain all existing native and healthy trees and vegetation and place a solid six (6) foot solid, wooden fence on the west side of the bufferyard.

6. Self-service storage facilities are only permitted behind the commercial uses and a minimum of 175’ feet from the south property line of the property

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-26-2023 COD No. 239

A TRACT OF LAND LOCATED IN THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST, BEING DESCRIBED AS FOLLOWS:
ALL OF THE E1/2 OF THE SAID SW1/4, EXCEPT THAT PART DEEDED IN BOOK 1891 AT PAGE 2270, ALSO EXCEPT THAT PART DEEDED IN BOOK 1891 AT PAGE 2268, ALSO EXCEPT THAT PART DEEDED IN BOOK 1609 AT PAGE 1593, ALSO EXCEPT THAT PART DEED IN BOOK 1074 AT PAGE 512, ALSO EXCEPT THAT PART DEEDED IN BOOK 2258 AT PAGE 710, ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID SW1/4 A DISTANCE OF 841.27 FEET FOR A POINT OF BEGINNING; THENCE N90°00'00"W A DISTANCE OF 16.35 FEET TO AN EXISTING IRON PIN LOCATED ON THE WEST RIGHT-OF-WAY OF FARM ROAD #185 (LECOMPTE ROAD) AS IT NOW EXISTS; THENCE N38°44'45"W A DISTANCE OF 496.96 FEET TO AN EXISTING IRON PIN; THENCE N44°08'14"W A DISTANCE OF 371.80 FEET TO A P.K. NAIL SET IN AN EXISTING ASPHALT DRIVE; THENCE N88°50'11"W A DISTANCE OF 433.52 FEET TO AN IRON PIN SET; THENCE N0°06'09"W A DISTANCE OF 435.0 FEET TO AN IRON PIN SET; THENCE N88°50'09"W A DISTANCE OF 300.0 FEET TO AN IRON PIN SET ON THE THE WEST LINE OF SAID E1/2 OF SAID SW1/4; THENCE N0°06'03"W ALONG SAID LINE A DISTANCE OF 740.87 FEET TO AN EXISTING BOLT AT THE NORTHWEST CORNER OF SAID E1/2 OF SAID SW1/4; THENCE S88°50'11"E ALONG THE NORTH LINE OF SAID SW1/4 A DISTANCE OF 1322.01 FEET TO AN EXISTING 60D NAIL AT THE NORTHEAST CORNER OF SAID SW1/4; THENCE S0°00'00"W ALONG THE EAST LINE OF SAID SW1/4 A DISTANCE OF 1818.35 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES. BEARINGS ARE BASED ON THE EAST LINE OF SAID SW1/4 AS BEING N0°00'00"E.

BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 29, RANGE 21, GREENE COUNTY, MISSOURI; THENCE N01°22'24"E, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 1332.87 FEET TO A SURVEY MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N01°21'40"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 53.74 FEET; THENCE S87°31'24"E, A DISTANCE OF 197.49 FEET; THENCE
S02°06'58"W, A DISTANCE OF 1386.31 FEET TO THE SOUTH LINE OF SAID SECTION 15; THENCE N87°32'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 179.50 FEET TO THE POINT OF BEGINNING CONTAINING 6.0 ACRES AND ALL BEING IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 29, RANGE 21 IN GREENE COUNTY, MISSOURI.

SUBJECT TO ANY EASEMENTS OF RECORD, AND ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

EXHIBIT C

RECORD OF PROCEEDING

Mr. Hosmer stated that this a request to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. Staff and applicant is also proposing to amend COD item number 6 (will require a motion and vote).

Strike: ~~Self-service storage facilities are only permitted on the north half of the property (measured six-hundred and sixty (660) feet north of the south property line.~~

Replace with: Self-Storage facilities are only permitted behind the commercial uses and a minimum of 175' from the south property line of the property.

Mr. Colony asked for clarification on the amended language, Mr. Hosmer restated the amendment to the staff report.

COMMISSION ACTION: (amendment)
Mr. Colony motioned to **strike** ~~Self-service storage facilities are only permitted on the north half of the property (measured six-hundred and sixty (660) feet north of the~~ south ~~property line~~ and replace with Self-Storage facilities are only permitted behind the commercial uses and a minimum of 175' from the south property line of the property. Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Geoff Butler, 4449 E. Valley noted that this was part of Planned Development 336 and with a narrow strip and believes the only practical use would self-storage with commercial up front and self-storage in the back.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:
Ms. Broekhoven motioned to **approve** Z-26-2023 w/COD 239 (3601 East Chestnut Expressway) as amended. Mr. Colony seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Bob Hosmer, AICP
Planning Manager

Exhibit D

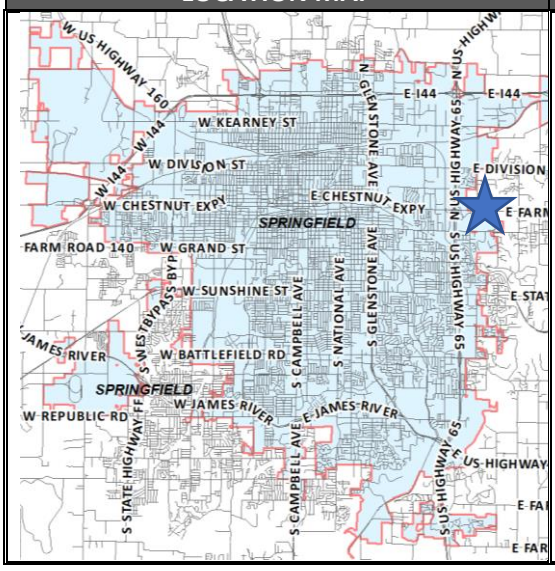
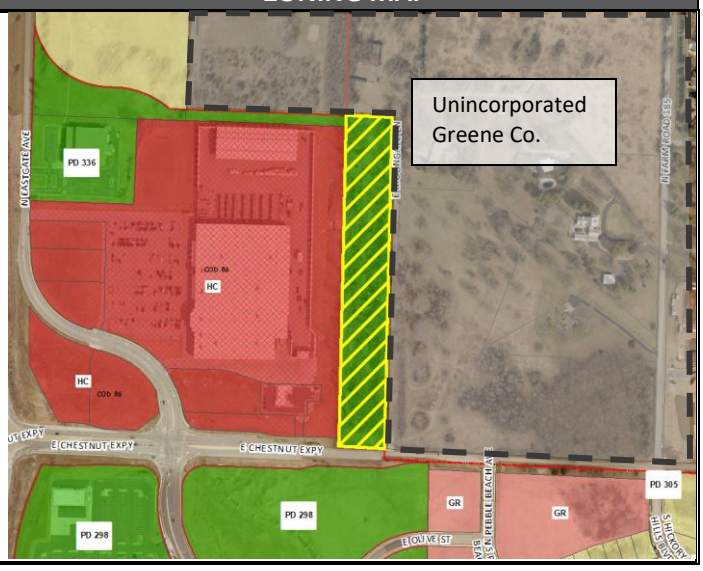
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-26-2023 with Conditional Overlay District No. 239
Location:	3601 East Chestnut Expressway
Total Acres:	6 acres
Applicant:	Joseph S. Manzardo & Kari J. Manzardo Revocable Trust
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	August 15, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 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-26-2023 with Conditional Overlay District No. 239 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).

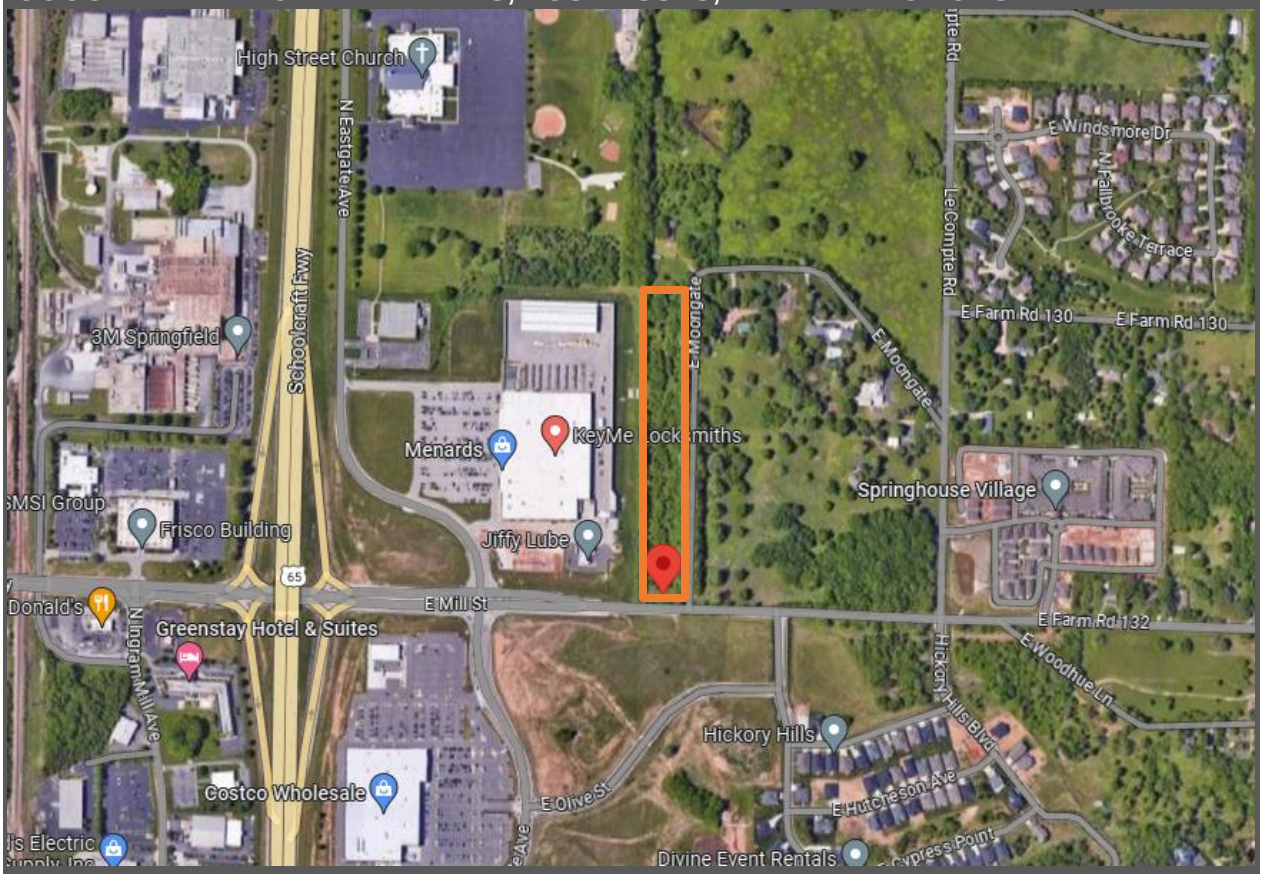
PROJECT SUMMARY:

Request to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations.
Maximum Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Minimum Open Space	Not less than 20 percent.
Buffering and Landscaping	A Type C bufferyard is required adjacent to property zoned R-SF.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

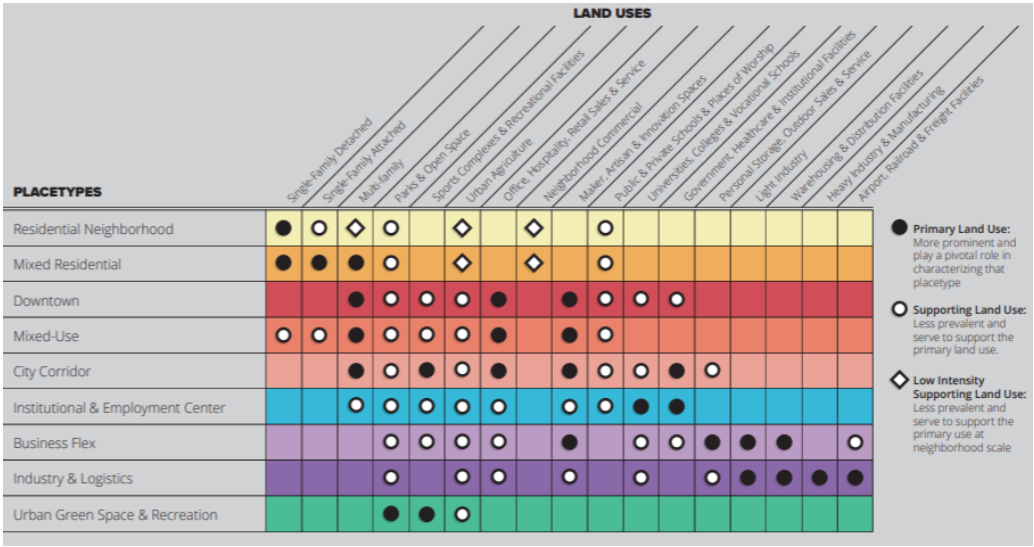
PLACETYPE:

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:



DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	PD 298	HC	A-1
LAND USE	Undeveloped Land	Undeveloped land	Single-family, undeveloped land	Home store
PLACETYPES	Traditional neighborhood	City corridor	Traditional neighborhood	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

DEVELOPMENT REVIEW STAFF 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. Chestnut Expressway	Primary Arterial	City	50	22	NA	No	Yes	No

ACCESS - There are currently no driveway access points onto the property from W. Chestnut Expressway. 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 W. Chestnut Expressway near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN
3601 E. Chestnut is a 6 acre lot that is completely undeveloped with 0% existing impervious area. The site drains north and south towards the middle of the tract into an existing natural channel. No existing detention or water quality Stormwater Control Measures are present. 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-site stormwater detention **will not be allowed and detention is required.**

PW Stormwater has no concerns for the proposed rezoning from PD to HC. 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 only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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
1. A Category D Small Tributary is present through the middle of the Lot. The rezoning triggers the requirement for recording the 60 feet wide stream buffer easement. Chapter 8, Sec 4.1.1, the stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases.
a. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.
https://www.springfieldmo.gov/documentcenter/view/36832

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.

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 proposed HC zoning with a Conditional Overlay District prohibits many permitted uses to closely match the GR, General Retail district with the exception for self-service storage facilities. Storage facilities will only be permitted on the north half of the property and will not

be highly visible from Chestnut Expressway. The COD maintains the existing, healthy trees and vegetation along the east property line and places a solid, six-foot fence on the west-side of the bufferyard (development side). The COD also restricts the structure height to one-story.

4. The *Comprehensive Plan's Land Use & Development* chapter identifies office, hospitality, retail sales and service as a primary land use within the City Corridor Placetype. Personal storage is listed as a supporting land use.

5. The subject property is in an area that has recently experienced rapid development and that has affected the character of this area.

6. The subject property is a small remanent of the larger, 44-acre Planned Development No. 336 which has since been almost all rezoned to HC, Highway Commercial with COD No. 86 for the existing Menards and out-lot development.

7. 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.

8. 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 redevelopment that is happening in this area.

9. The range of uses in the proposed HC district and COD are compatible with the uses permitted on other property in the immediate vicinity.

10. 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.

11. The impact of 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.

12. 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.

13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

<u>STAFF RECOMMENDATION:</u>

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 239

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. The following uses shall be prohibited:
   a. Ambulance services.
   b. Residential uses
   c. Auction sales and flea markets entirely within enclosed buildings.
   d. Automobile service garages.
   e. Automobile service stations.
   f. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
   g. Awning and canvas sales and rental.
   h. Bed and breakfast.
   i. Boarding, rooming, and lodging houses.
   j. Bus stations.
   k. Campgrounds and recreational vehicle parks.
   l. Catering businesses.
   m. Cemeteries.
   n. Churches and other places of worship, including parish houses, and Sunday schools.
   o. Civic, convention, and cultural centers.
   p. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
   q. Commercial off-street parking lots and structures.
   r. Commercial outdoor recreation use group.
   s. Day care centers
   t. Household resource recovery collection centers
   u. Manufactured housing (mobile home) and trailer sales, leasing and service.
   v. Medical or comprehensive marijuana cultivation facility
   w. Medical or comprehensive or microbusiness marijuana dispensary facility.
   x. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.
   y. Telecommunication Towers of any height.
   z. miniature golf courses and driving ranges.
   aa. Short-term rental type 3.
   bb. Swimming pool sales and displays.
   cc. Taxi dispatch yards and offices.
   dd. Taxidermists.
   ee. Temporary lodging use group.
   ff. Temporary uses.
   gg. Temporary vendors.

hh. Overnight shelters or transitional service shelters.
ii. Conditional Uses per Section 36-422, subsection (3).

2. The maximum floor area ratio shall not exceed 0.30.

3. The maximum structure height shall not exceed one (1) story.

4. Minimum open space: Not less than thirty (30) percent of the gross site area shall be devoted to open space including required yards and bufferyards.

5. A bufferyard type F is required along the east property line. This bufferyard shall maintain all existing native and healthy trees and vegetation and place a solid six (6) foot solid, wooden fence on the west side of the bufferyard.

6. Self-service storage facilities are only permitted on the north half of the property (measured six-hundred and sixty (660) feet north of the south property line). **Self-service storage facilities are only permitted behind the commercial uses and a minimum of 175' feet from the south property line of the property.**

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD336 to Highway Commercial with Conditional Overlay District
2. Meeting Date & Time: Tuesday August 15th 2023 4:00 to 6:30 PM
3. Meeting Location: Moongate Lane and Chestnut (adjacent to tract)
4. Number of invitations that were sent: Twenty
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): Two
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).

Mike Lohmeyer is one of the Lohmeyer family that owns the acreage east of the tract - No objections

John Consalus is a neighbor north east of tract. No objections.

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

I did have a phone conversation with Audrey Garard who lives northeast of the tract on Moongate lane. We discussed the rezoning and that this allowed the same uses which the PD allowed but also added self storage to the zoning uses. She prefers self storage to any sort of commercial use which would have more traffic.

I, Geoffrey H. Butler (*print name*), attest that the neighborhood meeting was held on August 15th, 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

Printed name of person completing affidavit

NEIGHBORHOOD MEETING - SIGN IN SHEET
REZONING 3601 E CHESTNUT

AUG 13, 2023 - 4:00 PM - 6:30 PM

NAME	ADDRESS	PHONE #
MIKE LOHMEYER	1524 E COUNTY LINE RD. ROGERSVILLE, MO. 65742	417-343-3522
JOHN GONSALES	497 N FR 185	417 865 3607

Sparlin, Michael

From: Ballard, James <James.Ballard@CommerceBank.com>
Sent: Friday, August 18, 2023 2:58 PM
To: Zoning@springfieldmo.gov
Subject: Proposed Zoning Changes to 3601 E Chestnut

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good afternoon.

My family and I own the property located at 3774 E Moongate Ln., Springfield, MO 65802. I'm writing to you regarding the proposed zoning changes to 3601 E Chestnut and associated plans called Moongate Plaza Storage. We did not receive written notice of the neighborhood meeting that took place last week, but received information about the proposed changes from a neighbor.

It would not be our preference to rezone this area as we're concerned about it negatively affecting our property values. I also have concerns about water drainage and whether this property would create flooding on our properties and cause the continued deterioration of our private road. However, should the rezoning be approved, we'd request the following changes in the proposed plans.

1. That the name Moongate not be used for this commercial property. We do not want our address and neighborhood to be confused as being affiliated with the storage facilities.

2. That the private drive, Moongate Lane, remain in vegetive appearance as it does today. We want the trees to remain on the west side of the road as well as all the overgrowth and undergrowth. This currently provides a buffer between our residential homes and the commercial development on Chestnut. The vegetation helps views from our homes, acts as a sound barrier, and helps with water drainage.

3. That a decorative, ornamental, or attractive privacy fence of some kind that is not chain link be used.

4. That the buildings be single story and attractive in style and color that blends in with the landscape.

Thank you for your time and attention to this matter.

James M Ballard
Private Client Advisor II
1345 E. Battlefield St
Springfield Missouri 65804
417-837-5263 | F 417-837-5293

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Sparlin, Michael

From: Audrey Garard <agarard@groomsinc.com>
Sent: Friday, August 18, 2023 2:19 PM
To: Zoning@springfieldmo.gov
Subject: rezoning 3601 E Chestnut

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hello, I am writing to you concerning the proposed zoning changes to the plans called Moongate Plaza storage. We were unable to attend the neighborhood meeting, but I do appreciate your time in discussing the details with me over the phone. While we are not thrilled with the idea of storage units next to our property, we do realize that it is a less offensive option than other things that could be built there. We are concerned about the potential for this type of development to negatively affect our property values along with our other neighbors on Moongate Lane. Our request would be that our private drive Moongate Lane would remain in vegetive appearance as it does today. We want the trees to remain on the west side of the road as well as all the overgrowth and undergrowth. This currently provides a buffer between our residential homes and commercial development. The vegetive barrier helps views from our living rooms and patios of Menards in the summer and helps a little in the winter. You wouldn't believe the sound barrier the leaves and vegetation create in the summer from the highway traffic on 65. I would like to request a decorative or ornamental fence of some kind that is not chain link with Razor wire to make it look more attractive and not like a typical storage unit facility. We were concerned about light pollution and appreciate your feedback and Joey's that there would not be light post only lighting on the west side on the buildings themselves. We desire that the buildings themselves be single story and attractive in style and color that blends in with the landscape as best as possible. I feel strongly that the area that is the stream buffer that has been cleared will be addressed and that water is managed properly over the Moongate. It is not in great shape and continues to deteriorate and be washed out when it rains heavily, or the ground is saturated. Roads are expensive to fix, and we don't need more issues than we currently have. My final request sounds silly, but I am hoping that the name of this storage facility be called anything other than Moongate storage or Moongate Plaza. I know that is near Moongate drive but we don't want our address or Moongate Estates where we live to be wrapped up or affiliated with a storage facility of commercial properties.

Audrey Garard and Jonathan Garard
Owner
Office: 417-883-4646
Mobile: 417-818-8998
1285 E Montclair St | Springfield, MO 65804
GROOMS OFFICE ENVIRONMENTS
MillerKnoll AUTHORIZED DEALER

EXPLANATION TO COUNCIL BILL 2023-237 (CARROLL)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of $39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $39,604 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of $39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $39,604 to appropriate the grant funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept a $39,604 Musgrave Foundation Grant from the Community Foundation of the Ozarks ("CFO"). This funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers. Through this alignment, the Family Connects Program also identifies gaps between family needs and available community resources. Family Connects aims to reach at least 60 to 70 percent of families with newborns in each community it serves. Through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of $39,604 in expenditures in the SGCHD Fiscal Year 2023-2024.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

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

Attachments:

1. Musgrave Foundation Grant_Ord
2. Musgrave Foundation Grant BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-26-23

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-237 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of $39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $39,604 to appropriate the grant funds.

_____

WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept a $39,604 Musgrave Foundation Grant from the Community Foundation of the Ozarks ("CFO"); and

WHEREAS, this funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers; and

WHEREAS, through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $39,604 from the Community Foundation of the Ozarks and to execute contracts necessary to carry out the intent of this grant on forms approved by the City Attorney.

Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
022

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27280	11	53590	416030	103246		$ 39,604	Musgrave Foundation Grant from Community Foundation of the Ozarks for the Family Connects Program
Net Revenue Adjustment						$ 39,604	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27280	11	53590	501260	103246		$ 39,604	Musgrave Foundation Grant from Community Foundation of the Ozarks for the Family Connects Program
Net Expenditure Adjustment						$ 39,604	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY24 budget by appropriating grant funds from the Musgrave Foundation through the Community Foundation of the Ozarks for the Family Connects Program.

Requested By:

9-26-2023
Department Head Date

Approved By:

9-26-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-237
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-238 (LEE)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of $100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $100,000 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of $100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $100,000 to appropriate the grant funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $100,000 in funding from the Missouri Children's Trust Fund ("CTF"), a Missouri non-profit corporation. This funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers. Through this alignment, the Family Connects Program also identifies gaps between family needs and available community resources. Family Connects aims to reach at least 60 to 70 percent of families with newborns in each community it serves. Through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of $100,000 in expenditures in the SGCHD Fiscal Year 2023-2024.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

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

Attachments:

1. Children's Trust Fund Grant_Ord
2. Children's Trust Fund Grant BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-26-23

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-238 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of $100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of $100,000 to appropriate the grant funds.

_____

WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $100,000 in funding from the Missouri Children's Trust Fund ("CTF"), a Missouri non-profit corporation; and

WHEREAS, this funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers; and

WHEREAS, through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $100,000 from the Missouri Children's Trust Fund and to execute contracts necessary to carry out the intent of this grant on forms approved by the City Attorney.

Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 023, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
023

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	53590	416020	103246		$ 100,000	Missouri Children's Trust Fund Grant for Family Connects Program
Net Revenue Adjustment						$ 100,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	53590	500110	103246		$ 100,000	Missouri Children's Trust Fund Grant for Family Connects Program
Net Expenditure Adjustment						$ 100,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY24 budget by appropriating grant fund from the Missouri Children's Trust Fund grant for the Family Connects Program.

Requested By:

9-26-2023
Department Head Date

Approved By:

9-26-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-238
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-239 (JENSON)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

PURPOSE: To adopt a special ordinance approving the Petition to Establish the Brody Corners Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, Brody Corners Community Improvement District, and West Sunshine Development, LLC (Staff recommends approval.)

BACKGROUND INFORMATION: In 2022, the City of Springfield entered into a Tax Increment Financing Redevelopment Agreement ("TIF Redevelopment Agreement") with West Sunshine Development, LLC. Said agreement specified the terms and conditions for the development and operation of the Brody Corners Tax Increment Financing District ("Brody Corners TIF"), which was approved by the City Council on March 7, 2022, by Special Ordinance 27662. One of the key provisions of the agreement included an obligation of the West Sunshine Development, LLC ("the Developer") to pursue establishment of a community improvement district as a supplementary funding source to accelerate reimbursement of the public improvements funded by the Brody Corners TIF.

Pursuant to the TIF Redevelopment Agreement, the owners of real property within the Brody Corners TIF have filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo ("CID Act"), the Petition to Establish the Brody Corners Community Improvement District. The proposed District comprises approximately 28.65 acres generally located near the northwest corner of the intersection of West Sunshine Street and James River Freeway. The District will be a political subdivision of the State of Missouri and have a life of 27 years. It will be governed by a five-member board of directors that will initially consist of Bo Chastain, Kim Childers, Tom Kissee, Mike Seitz, and Sara Turner. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Brody Corners Community Improvement District will have the authority to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject

to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the revenues from the District sales tax shall be used to accelerate reimbursement of approximately $6.6 million of public improvements funded by the Brody Corners TIF. Such improvements include excavation and site preparation, public utilities, sanitary sewer and stormwater facilities, street improvements, and related professional and financing fees.

The Cooperative Agreement between the City of Springfield, Brody Corners Community Improvement District, and West Sunshine Development, LLC specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. Half of the revenues will be transferred to the Brody Corners TIF special allocation fund as economic activity taxes ("EATs"), which will be used to reimburse the public improvements funded by the TIF. The remaining half of the revenues will be retained by the District. Those funds will be used to further reimburse the public improvements as well as to fund ongoing operating costs of the CID. Prior to disbursement of funds, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID Projects are completed and the reimbursable costs are indeed associated with the CID Projects. Documentation in the form of receipts, invoices, etc. will be required to confirm that the costs were in fact incurred and paid. In order to reimburse the City for its costs associated with establishing the District, reviewing reimbursable project costs and annual budgets, and performing other duties for the operations of the District, the Cooperative Agreement provides for the City to receive payment of an administrative fee equal to one and one-half percent (1.5%) of the District sales and use tax revenues on a quarterly basis.

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

Submitted By: Matthew Schaefer, Senior City Planner

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

Attachments:
1. Brody Corners CID_Ord
2. Brody Corners CID_exh1 amended petition
3. Brody Corners CID_exh2 (alternate) (v2)

One-rdg. _____
P. Hrngs. _____
Pgs. 51
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-239 SPECIAL ORDINANCE_____

AN ORDINANCE

APPROVING a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

_____

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

WHEREAS, on August 23, 2023, a Petition ("Petition") to Establish the Brody Corners Community Improvement District (the "District") was filed with the City Clerk; and

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

WHEREAS, City Council held a public hearing on October 2, 2023, at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements.

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

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

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

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

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

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

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

Section 6 – This Ordinance shall be in full force and effect from and after its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

Exhibit 1

AMENDED PETITION TO ESTABLISH THE

BRODY CORNERS

COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted September 22, 2023

AMENDED PETITION TO ESTABLISH THE
BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT

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

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

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

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

2. **Name of District.**

   The name of the proposed District is the "Brody Corners Community Improvement District."

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

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

4. **Five-Year Plan.**

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

5. **Type of District.**

The District will be a political subdivision.

6. Board of Directors.

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

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

i) Be at least 18 years of age;

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

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

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

B. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or Owner Representative. All Owner representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

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

D. The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Mike Seitz	Owner Representative	4 Years
Bo Chastain	Resident of City of Springfield	4 Years
Sara Turner	Owner Representative	2 Years
Kim Childers	Owner Representative	2 Years
Tom Kissee	Owner Representative	2 Years

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

F. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy to the Board shall be filled by appointment of an interim director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as per Section 7 of this Petition. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. However, the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

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

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted,

and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

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

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all real property located within the District is $236,740.00

9. Determination of Blight.

The area within the District was declared a blighted area as that term is defined in Section 99.805(1), RSMo. pursuant to Special Ordinance 27662 of the City of Springfield on or about March 7, 2022.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) 27 years from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales and Use Tax Revenue, as herein defined; or (iii) until any bond, notes, or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

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

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

B. **Sales and Use Taxes.**

The District may, by resolution, impose a district sales and use tax (the "CID Sales Tax"), at a maximum rate of one percent (1%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section 67.1545 of

the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

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

The District will not impose special assessments.

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

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

14. Limitations on Borrowing Capacity.

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

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

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

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri, to establish the District as set forth in this Petition.

19. Severability

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

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

Signature Page to Amended Petition to Establish the Brody Corners Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brody Corners Community Improvement District according to the preceding Petition.

Name of Owner: West Sunshine Development, LLC
Owner's Telephone Number:_____
Owner's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

If Signer is different from Owner
Name and Title of Signer: Mike Seitz
Basis of Signer's Legal Authority to Sign: Managing Member
Signer's Telephone Number: (417) 881-3903
Signer's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

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

Owner's Property within District

Parcel Number	Assessed Value	Map
1701200119	$22,887	Lot #5 on Exhibit B
1701200118	$85,688	Lot #4 on Exhibit B
1701100102	$9,704	Lot #2 on Exhibit B
1701100103	$9,429	Lot #3 on Exhibit B

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

By: Mike Seitz
Signature of Owner or Person Signing for Owner

9-7-23
Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Mike Seitz, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of September, 2023.

Sara Turner
Notary Public

My commission expires: 7-6-26

SARA M TURNER
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires July 6, 2026
Commission #22074574

Signature Page to Amended Petition to Establish the Brody Corners Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brody Corners Community Improvement District according to the preceding Petition.

Name of Owner: West Sunshine Property Owners' Association, Inc.
Owner's Telephone Number:_____
Owner's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

If Signer is different from Owner
Name and Title of Signer: Mike Seitz
Basis of Signer's Legal Authority to Sign: Director
Signer's Telephone Number: (417) 881-3903
Signer's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

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

Owner's Property within District

Parcel Number	Assessed Value	Map
1701200121	$1,556	Common Grounds B on Exhibit B
1701200120	$84,315	Common Grounds A on Exhibit B

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

By: Mike Seitz 9-7-23
Signature of Owner or Person Signing for Owner — Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Mike Seitz, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of September, 2023.

Sara Turner
Notary Public

My commission expires: 7-6-26

SARA M TURNER
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires July 6, 2026
Commission #22074574

CLERK'S RECEIPT OF PETITION

This Amended Petition to establish the Brody Corners Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of September, 2023.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description

ALL OF THE RECORD PLAT OF BRODY'S CORNERS, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, EXCLUDING LOT 8 THEREOF, AND INCLUDING ALL SANITARY SEWER AND UTILITY EASEMENTS, PUBLIC RIGHTS OF WAY, AND COMMON GROUNDS AS DESIGNATED ON SAID PLAT.

EXHIBIT B

Map of District Boundaries

[*Follows*]

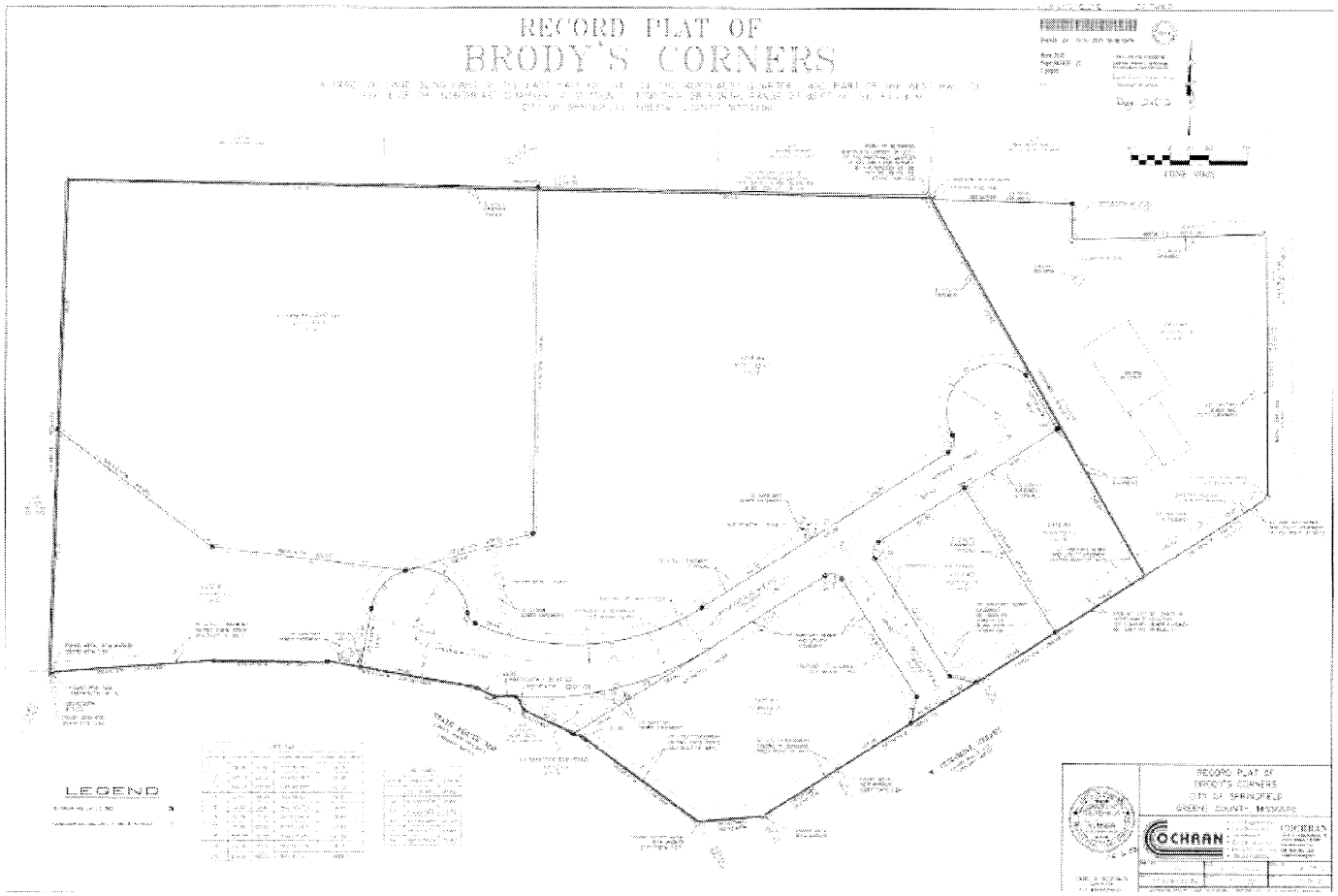
RECORD PLAT OF
BRODY'S CORNERS
LEGEND
COCHRAN

EXHIBIT C

List of Owners of Real Property within District

Parcel ID: 1701200121	West Sunshine Property Owners' Association
Parcel ID: 1701200120	West Sunshine Property Owners' Association
Parcel ID: 1701200119	West Sunshine Development, LLC
Parcel ID: 1701200118	West Sunshine Development, LLC
Parcel ID: 1701200117	KG Store 2402 LLC
Parcel ID: 1701100102	West Sunshine Development, LLC
Parcel ID: 1701100103	West Sunshine Development, LLC

EXHIBIT D

Five-Year Plan

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

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

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

   C. Provide supplemental funding and support for the Brody Corners Tax Increment Financing Plan; and,

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

2. **CID Projects and Estimated Costs**

   A. **CID Projects.** The District will fund certain improvements associated with the development as described in Exhibit D-1. The improvements to be funded by the District are consistent with the Brody Corners Tax Increment Financing Plan. The estimated costs of the CID Projects to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the “Reimbursable Project Costs”).

   B. **Operating Costs.** The District may fund and provide for the operating costs of the District, which may include (a) accounting services, legal services, bookkeeping services and recordkeeping services associated with the administration and operation of the District ("Administrative Services"), and (b) costs incurred in order to comply with state laws regarding the operation of the District as a political subdivision of the state.

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

EXHIBIT D-1

Estimated CID Project Costs

Uses	Project Costs	Reimbursable Project Costs[1]
1. Land Acquisition Costs	$1,800,000.00	$0.00
2. Cost of Buildings	$20,500,000.00	$0.00
3. Professional Fees	$150,000.00	$150,000.00
4. Financing Fees	$300,000.00	$300,000.00
5. Parking Lot	$500,000	$0.00
6. Lighting	$125,000.00	$0.00
7. Signage	$75,000.00	$0.00
8. Sitework:	$3,020,225.00	$2,437,162.00
9. Offsite Fresh Water	$303,048.00	$303,048.00
10. Offsite Road Improvements	$252,467.00	$252,467.00
TOTAL:	**$27,025,740.00**	**$3,442,677.00**
Total Cost of Project: $27,025,740.00 Total Reimbursable Costs: $3,442,677.00		

[1] The Reimbursable Projects Costs will be reimbursed by the TIF and the CID with interest at a rate not to exceed 6% per annum on the outstanding balance as per the TIF Redevelopment Agreement between the City of Springfield and the West Sunshine Development, LLC dated as of March 7,2022.

EXHIBIT D-2

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

Five Year Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues					
Sales Tax	$24,250	$48,500	$48,500	$72,750	$97,000
Uses					
Transfer to Special Allocation Fund under TIF Plan	$12,125	$24,250	$24,250	$36,375	$48,500
Public Improvements	$8,000	$18,750	$18,750	$30,875	$43,000
Cost of Formation Reimbursement	$2,125	$2,500	$2,500	$2,500	$2,500
Administration & Operating Costs	$0	$1,000	$1,000	$1,000	$1,000
District Insurance	$2,000	$2,000	$2,000	$2,000	$2,000

Notes:

District revenues are based on sales projections and CID revenue projections in the TIF Plan, rounded to the nearest hundred. This budget assumes annual District revenues that result from a 1.0% sales tax.

Half of all District sales tax revenues are captured as Economic Activity Taxes by the TIF Plan and are transferred to the Special Allocation Fund and expended as TIF revenues in accordance with the TIF Plan and TIF Agreement.

The Board of Directors will prepare and adopt an annual District budget in accordance with applicable state law and the requirements of the Petition.

City Clerk Verification

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

1. An amended petition to establish the Brody Corners Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of September 2023.

2. I have reviewed the amended petition and have determined on September 22, 2023, which does not exceed ninety days after receipt of the petition, that the amended petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 9-22-23

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

BRODY CORNERS
COMMUNITY IMPROVEMENT DISTRICT

and

WEST SUNSHINE DEVELOPMENT, LLC

dated as of

_____, 2023

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 2023, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**"), the **BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **WEST SUNSHINE DEVELOPMENT, LLC** (the "**Developer**") (the City, District and Developer being sometimes collectively referred to herein as the "**Parties**", and individually as a "**Party**", as the context so requires).

WITNESSETH:

WHEREAS, on March 7, 2022, the City Council of Springfield, Missouri (the "**City Council**") adopted Special Ordinance 27662, which approved the Brody Corners Tax Increment Financing Plan (the **"Redevelopment Plan"**) describing a proposed redevelopment project (the "**Redevelopment Project**"), and which authorized the City to enter into a redevelopment agreement (the **"Redevelopment Agreement"**) with the Developer; and

WHEREAS, on March 7, 2022, the City Council also adopted Special Ordinance 27663, which approved the Redevelopment Project described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement was executed on March 29, 2022; and

WHEREAS, the terms of the Redevelopment Plan and Redevelopment Agreement contemplated that the Developer would petition the City to establish a community improvement district ("**CID**") to assist in funding reimbursable project costs associated with implementation of the Redevelopment Project; and

WHEREAS, on _____, 2023, the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the District and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District filed the "Petition to Establish the Brody Corners Community Improvement District" (the "**Initial Petition**"), which proposed formation of the District; and

WHEREAS, on _____, 2023, the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the District and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District filed the "Amended Petition to Establish the Brody Corners Community Improvement District" (the "**Petition**"), which amended the legal description of the District; and

WHEREAS, the City Council adopted Special Ordinance _____, which approved the Petition and established the District, on _____, 2023; and

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

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

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

ARTICLE 1: RECITALS, EXHIBITS, AND DEFINITIONS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

"**Administrative Fee**" means that amount of the CID Sales Tax Revenue that the City shall receive as reimbursement for the reasonable and actual expenses incurred by the City for performing certain administrative duties of the District, including establishing the District, reviewing the District's annual budgets and reports required to be submitted to the City, and administering and accounting for the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

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

"**CID Projects**" means the services and public improvements within the District, eligible under the CID Act, that are provided for and constructed for, or in connection with, the District, as described in **Exhibit "A-1"** attached hereto.

"**CID Sales Tax**" means the sales and use tax levied by the District on taxable retail sales within the District's boundaries, per Section 67.1545 of the CID Act, at a maximum rate of one percent (1.0%) pursuant to the Petition.

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

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

"**District**" means the Brody Corners Community Improvement District, which includes all real property described on **Exhibit "A"** and as set forth on the map in **Exhibit "B."**

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

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

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

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

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

"Petition" means the Amended Petition to Establish the Brody Corners Community Improvement District, which the which the City Clerk accepted as in substantial compliance with RSMo. 67.1421 on _____, 2023.

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

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

(2) All Operating Costs of the District; and

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

"Special Allocation Fund" means the fund, including any accounts and subaccounts created therein, maintained by the City into which Tax Increment Financing Revenues, as defined

in the Redevelopment Agreement, are deposited, as required by the Real Property Tax Increment Redevelopment Act, Sections 99.800, *et seq.*, RSMo., as amended, and the Redevelopment Agreement.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

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

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

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

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

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

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

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

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Projects. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

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

E. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. As a condition of this Agreement, the Developer shall provide a notarized affidavit acceptable to the City stating that the Developer is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with this Agreement, and that the Developer does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. Additionally, the Developer must provide documentation ty evidencing current enrollment in a federal work authorization program. The Developer covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to the approval of the District's qualified voters, imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot pursuant to Section 67.1545 of the CID Act. If the ballot measure passes, the District shall notify the Director of the Missouri Department of Revenue of the election results.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act.

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

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

Section 3.3 Administrative Fee.

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

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District. The District shall approve the Operating Costs incurred by the City and shall reimburse the City for these costs. In the event the CID Sales Tax Revenues do not fully cover the District's Operating Costs, the Developer may advance the Operating Costs, and any amounts so advanced shall be reimbursed in subsequent fiscal years.

Section 3.5 Enforcement of the CID Sales Tax.

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

Section 3.6 Distribution of the CID Sales Tax Revenues.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate of Completion and Reimbursable Project Costs as set forth in Section 4.3. After the City has approved a Certificate of Completion and Reimbursable Project Costs for the CID Projects, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

A. The District shall transfer fifty percent (50%) of the gross CID Sales Tax Revenues to the Special Allocation Fund that is maintained by the City for the Redevelopment

Plan, which shall then be disbursed by the City in accordance with the Redevelopment Agreement.

B. The District shall pay the City's Administrative Fee as set forth in Section 3.3.

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

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

Section 3.7 Records of the CID Sales Tax.

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

Section 3.8 Repeal of the CID Sales Tax.

Upon the occurrence of the earlier of the following: (1) the Developer has been fully reimbursed for the costs incurred by the Developer to: (a) finance the CID Project and Reimbursable Project Costs, and (b) pay ongoing Operating Costs associated with and required by the business of the District; or (2) the date that is twenty-seven (27) years after the date on which the City Council adopts an ordinance forming the District, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District.

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

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

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

1. Pay the City's Administrative Fee to which it is entitled in accordance with this Agreement.

2. Pay all outstanding Operating Costs to the District.

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

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

ARTICLE 4: FINANCING CID PROJECTS

Section 4.1 Design and Construction of CID Projects.

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

Section 4.2 Financing the CID Projects.

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

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Projects (or any applicable portion of any CID Projects), or upon payment by the Developer of any Operating Costs, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs using the form attached as **Exhibit "C"**: The Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City reasonably determines that the CID Projects, or an applicable portion of any CID Projects, have been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate of Completion and Reimbursable Project Costs and the amounts stated therein for payment. If the CID Projects, or an applicable portion of any CID Project, are not complete, or any amount submitted for reimbursement are not Reimbursable Project Costs, then the City shall not approve the certificate and the amounts stated therein for payment and shall specify in writing within sixty (60) days after receiving Developer's Certificate of Completion and Reimbursable Project Costs the reason(s) for withholding its approval. If the City does not specify reasons for withholding its approval within said 60-day period, the Certificate of Completion and Reimbursable Project Costs shall be deemed approved. If the City withholds approval, the Developer or the District may request a hearing to challenge the City's determination. The City shall hold a hearing at which the Developer or the District may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District's sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District shall have no ownership of the CID Projects, and title to the CID Projects shall at all times be vested in the name of the Developer, the City or other appropriate entity; provided, however, the District shall be entitled to hold leasehold or easements rights with

respect to any part of the CID Projects. The District shall not be responsible for maintenance of such CID Projects that are dedicated to, and accepted by, the City. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Projects in such form and amounts as required by applicable City policy or ordinance, the City's Risk Manager, or state law.

Section 4.5 Annual Budget.

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

The budget for the District's first fiscal year shall be prepared and submitted to City Council within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to City Council, the Missouri Department of Revenue, and the State Auditor. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. City Council may review the proposed budget and provide comments to the District, which comments shall be submitted in writing no later than sixty (60) days prior to the first day of the relevant fiscal year. The District shall consider the City Council's comments, if any, and it may amend the proposed budget accordingly if it so chooses. The District shall adopt the annual budget no later than thirty days (30) prior to the first day of the fiscal year.

Section 4.6 New CID Projects.

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

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with sound accounting principles, consistently applied. The District shall make its books and records available to the City and shall furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the Springfield City Clerk, the Missouri Department of Revenue, and the State Auditor stating the services provided; revenues collected and expenditures made by the District during such fiscal year; and the dates the District adopted its annual budget, submitted its proposed annual budget to the City Council, and submitted its annual report to the City Clerk; and must include copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during

regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

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

Section 5.3 Consent by Developer, Tenants and Transferees.

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

> **Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the Brody Corners Community Improvement District (the "District") created by Springfield, Missouri (the "City"), and that the District may impose a sales and use tax on all retail sales made in the District which are subject to taxation pursuant to RSMo. §§ 144.010 to 144.525, which will be applied toward the costs of services or improvements for the District. If the District imposes a sales and use tax, Tenant shall (i) add the Tax to the Tenant's sales price as applicable, and when so added such Tax shall constitute a part of the price, and shall be a debt of the purchaser to the retailer until paid; (ii) provide a copy of its business license / occupancy certificate to the District; and (iii) prominently display the rate of the Tax imposed or increased at the cash register area. Tenant hereby acknowledges and agrees that the District and the City are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

B. Developer shall insert in any document concerning the sale of any real property that is subject to the CID Sales Tax provisions that are in substantial compliance with the following, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgement and agreement to the following:

> **Community Improvement District:** Transferee acknowledges and consents that the Property is a part of the Brody Corners Community Improvement District (the "District") created by Springfield, Missouri (the "City"). The District may impose a sales and use tax on eligible retail sales within the District, which will be applied towards the costs of services or improvements for the District. During the term of the Brody Corners Community Improvement District ("District"), each Transferee shall ensure that every retailer within the District (i) adds any sales and use taxes adopted by the District (the "CID Sales Tax") to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of

the purchaser to the retailer until paid; (ii) notify the District in case of any sale, lease transfer or other disposition of any part of property within the District; (iii) provides a copy of its business license / occupancy certificate to the District; and (iv) ensure that every retailer shall prominently display the rate of the CID Sales Tax at the cash register area. Transferee shall include in each tenant's lease an acknowledgement by the tenant of the CID Sales Tax that runs as a covenant with the land. Moreover, each Transferee shall lend reasonable cooperation to the District in connection with the District's efforts to fund, promote, plan, design, construct, improve, maintain, and operate one or more projects for the benefit of the District. To that end, Transferee agrees, upon reasonable request by the District, in its capacity as owner of part of the real property located in the District, to execute and deliver all further ballots, instruments and documents as may be reasonably required by the District for such purposes. Transferee hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. At least ten (10) business days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/transferee, confirming that each lease/sales contract affecting real property within the District includes the provisions satisfying the Developer's obligation as set forth in this Section 5.3. Failure of the Developer to include such restrictions in any such lease or sale contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement.

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as provided in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws. The District shall defend, indemnify, and hold harmless the City and its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

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

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

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

Section 7.5 Notices

Notices required by this Agreement shall be deemed given if deposited in United States mail, first class, postage prepaid, or with a reputable overnight carrier and address as specified

below, or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other Parties.

City	District
City of Springfield ATTN: [NAME] 840 N Boonville Ave Springfield, MO 65802	Brody Corners Community Improvement District ATTN: [NAME] [ADDRESS] [CITY STATE ZIP]

Developer

West Sunshine Development, LLC
ATTN: [NAME]
[ADDRESS]
[CITY STATE ZIP]

Section 7.6 Validity and Severability.

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

Section 7.7 Execution of Counterparts.

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

Section 7.8 City Approvals.

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

Section 7.9 District Approvals.

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

Section 7.10 Conflicts.

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450

et seq., RSMo. shall not be violated. District and Developer covenant that they presently have 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 Agreement. The District and Developer further covenant that in the performance of this Agreement no person having such interest shall be employed or compensated by District or Developer.

Section 7.11 Discrimination.

District and Developer agree 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 District or Developer 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. The District and Developer 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. The District and Developer 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.

Section 7.12 Certificate of Compliance with Section 34.600, RSMo. (Anti-Discrimination Against Israel Act).

That pursuant to Missouri Revised Statutes, Sections 34.600 et., seq., District and Developer 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.

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

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

_____
City Clerk

By:_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney or designee

BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:

Title:

ATTEST

By:_____

WEST SUNSHINE DEVELOPMENT, LLC

By:_____

Name:

Title:

ATTEST

By:_____

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

ALL OF THE RECORD PLAT OF BRODY'S CORNERS, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, EXCLUDING LOT 8 THEREOF, AND INCLUDING ALL SANITARY SEWER AND UTILITY EASEMENTS, PUBLIC RIGHTS OF WAY, AND COMMON GROUNDS AS DESIGNATED ON SAID PLAT.

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

Uses	Project Costs	Reimbursable Project Costs [1]
1. Land Acquisition Costs	$1,800,000.00	$0.00
2. Cost of Buildings	$20,500,000.00	$0.00
3. Professional Fees	$150,000.00	$150,000.00
4. Financing Fees	$300,000.00	$300,000.00
5. Parking Lot	$500,000.00	$0.00
6. Lighting	$125,000.00	$0.00
7. Signage	$75,000.00	$0.00
8. Sitework:	$3,020,225.00	$2,437,162.00
9. Offsite Fresh Water	$303,048.00	$303,048.00
10. Offsite Road Improvements	$252,467.00	$252,467.00
Total	**$27,025,740.00**	**$3,442,677.00**
Total Cost of Project:	$27,025,740.00	
Total Reimbursable Costs:	$3,442,677.00	

[1] The Reimbursable Projects Costs will be reimbursed by the TIF and the CID with interest at a rate not to exceed 6% per annum as per the TIF Redevelopment Agreement between the City of Springfield and the West Sunshine Development, LLC dated as of March 7,2022.

EXHIBIT B

MAP OF DISTRICT

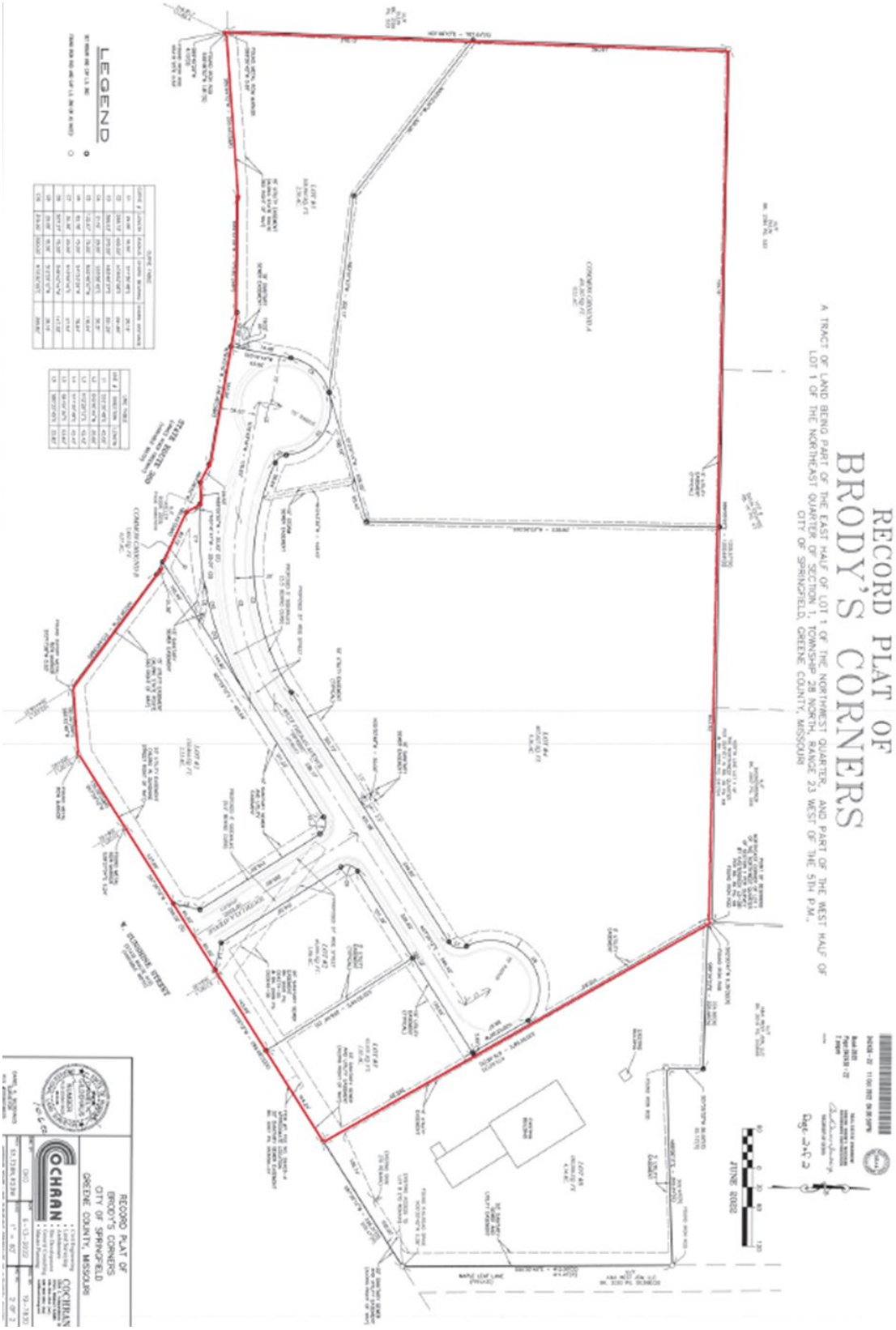

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

To: City Manager, City of Springfield, Missouri
cc: Executive Director, Brody Corners Community Improvement District

Re: Completion and Certification of Reimbursable Project Costs

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

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

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

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

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

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

6. With respect to Reimbursable Project Costs, all necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. With respect to Reimbursable Project Costs, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

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

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

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

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

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

Dated this _____ day of _____, 20____.

WEST SUNSHINE DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Brody Corners Community Improvement District

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 TO CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Project Costs

EXHIBIT D

FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of Payment of Administrative Fee

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

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

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

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

Dated this _____ day of _____, 20__.

BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20_____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____

EXPLANATION TO COUNCIL BILL 2023-240 (HORTON)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of $600,000. (Staff and Planning and Zoning Commission recommend approval.)

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of $600,000.

BACKGROUND INFORMATION: The City has previously targeted the properties on the west side of the 800 block of North Boonville Avenue for future expansion of the Government Plaza. The City has been given an opportunity to acquire one of those properties, the two-story building generally located at 811-813 North Boonville Avenue and currently occupied by the Johnson, Vorhees and Martucci law firm.

The immediate purpose of this acquisition is to provide a temporary office location for the City's Risk Management Department and related safety functions during the two-year renovation of Historic City Hall, allowing our risk management and safety staff to work in the Government Plaza area rather than working remotely.

The property's recently appraised value is $560,000, and the owner of the property is willing to sell the building at the appraised value. Additional costs to be budgeted include closing costs, environmental assessment, and appraisal services. The source of funds for this acquisition is the Risk Management Department's unrestricted reserve fund. The purchase of the property will in no way affect the cash balances of the General Fund or any of our sales tax funds. If approved, the property will be held as an asset in Risk Management. The closing date is currently scheduled for October 20, 2023.

The Planning and Zoning Commission recommended approval of this acquisition at its September 7, 2023 meeting. The Law Department recommends passage of this Council bill and budget adjustment.

Submitted By: Kyle Tolbert, Assistant City Attorney

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

Attachments:

1. 811-813 Boonville Acquisition_ord
2. 811 Boonville Acquisition- Contract_exA
3. 811 Boonville Acquisition- BA_exB

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed 09-26-23

Sponsored by Horton

First Reading _____ Second Reading _____

COUNCIL BILL 2023-240 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of $600,000. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, the City has targeted the properties on the west side of the 800 block of North Boonville Avenue for future expansion of the Government Plaza; and

WHEREAS, the City has been given an opportunity to acquire one of those properties, the two-story building generally located at 811-813 North Boonville Avenue currently occupied by the Johnson, Vorhees and Martucci law firm; and

WHEREAS, the property's recently appraised value is $560,000, and the owner of the property is willing to sell the building at the appraised value; and

WHEREAS, the Planning and Zoning Commission recommended approval of this acquisition at its September 7, 2023, meeting; and

WHEREAS, funding for this project is provided from the Risk Management Department's unrestricted reserve fund.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a contract, said contract to be substantially in the form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A," to purchase the property generally located at 811-813 North Boonville Avenue, and to do all things necessary to carry out the terms of the contract, including executing all necessary documents, provided the form of the documents are approved by the City Attorney.

Section 2 – The Fiscal Year 2023-2024 budget of the Department of Risk Management is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 014, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

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

CITY	SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1938 FAX (417) 864-2057 ATTN: PAUL BLEES DEPT: PUBLIC WORKS	Name(s): **Johnson, Vorhees & Martucci Law**	
	Address: **510 W 6th Street** **Joplin, MO 64801**	
	Phone: **(417) 206-0100**	Fax: **(417) 206-0110**
	Attention: **Scott Vorhees**	
	SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

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

2. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements and restrictions, the real property commonly known as **811-813 North Boonville Avenue, Springfield, Missouri,** located in **Greene** County, State of Missouri, more particularly described as follows:

ALL OF LOTS ONE (1) AND TWO (2), IN THE PLAT OF THE POST OFFICE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

together with all attached improvements located on the property, all of which is the "Property" in this Contract.

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

a. **Price.** The City agrees to pay the amount of **Five Hundred Sixty Thousand and no/100 Dollars ($560,000.00)** 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 title insurance commitment referred to in paragraph 7 of this agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to City.

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

(5) Other Contingencies: **This contract and the purchase of the property will require Planning & Zoning Commission and City Council approval prior to closing.**

(6) **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.**

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

5. **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 20th day of October, 2023, (the "Closing Date"), unless otherwise agreed to in writing.

b. The Seller has the option of remaining in possession subsequent to the closing of title for all or any part of a period expiring ninety (90) calendar days after the Closing Date, or the 18th day of January, 2024, whichever is earlier. The rent due pursuant to this agreement shall be **One dollar and no/100** ($1.00). Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property. Seller shall maintain the Property in its same condition as at Closing and shall make no changes to the Property without the written consent of City. In the event the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to restore the Property to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to City at Closing.

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

6. **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, MO 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 the 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.

7. **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.

8. **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 whether there are any material defects in the plumbing systems, including septic tank, waste water treatment system and water well, if any, sewer and water lines.

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.

9. **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. Repairs have been completed as agreed in writing by the City and Seller;

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

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

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

10. **REMEDIES UPON DEFAULT.**

a. **In General.** Seller or City shall be in default under this Contract if either party 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.

11. **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.

12. **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.

13. **NOTICE.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

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

(2) The date of delivery of notice by FAX transmission which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

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

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65802.**

c. It shall be sufficient if notices sent to the Seller are addressed to **Scott Vorhees, Johnson, Vorhees & Martucci Law, 510 W 6th Street, Joplin, MO 64801.**

14. **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.

15. **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.

16. **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.

17. **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.

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

[Signature Page Follows]

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

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

SELLER

Signature: [signature]

Printed Name: Roger Johnson

Date: 7-25-23

Signature:

Printed Name:

Date:

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
014

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
60430	22	13100	508230			$ 600,000	Building Acquisitions
Net Expenditure Adjustment						$ 600,000	

Fund Balance Appropriation:

Fund		Title	Amount
60430	22	Liability Insurance	$ (600,000)

Explanation: To amend the FY2023-24 budget by appropriating fund balance from the Liability Insurance Fund for the purchase and other related costs in the acquistion of 811-813 N Boonville.

Requested By:
Rhonda Lewsader 9-26-2023
Department Head Date

Approved By:
9-26-2023
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2023-240
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-241 (MCGULL)

FILED: 10/10/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of $750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Supplemental Agreement with the Missouri Highways and Transportation Commission ("MHTC"), and BNSF Railway Company and amending the Fiscal Year 2024 budget of the Department of Public Works in the amount of $750,000.00 for the purpose of appropriating reimbursement from MHTC for a portion of the proposed improvements at the existing grade crossing at National Avenue and Division Street.

BACKGROUND INFORMATION: This project will implement improvements to the railroad signal equipment and the vehicular traffic signal at the intersection of National Avenue and Division Street. City improvements to the intersection will include replacement of the truss signal infrastructure with traditional traffic signal poles and arms, improved signal equipment, geometric and ADA improvements, and new bike lanes on Division Street. The total estimated cost of this improvement is $2,036,981.31. Cost of work referenced in 2A of the agreement is estimated at $482,174.00 funded 50/50 by MHTC/BNSF. Cost of work referenced in 2B of the agreement is estimated at $1,554,807.31 funded by City/MHTC. The cost to be reimbursed by MHTC is 60 percent, not to exceed $750,000.00. The City's share, estimated at $804,807.31 will be funded by the 1/8-cent Transportation Sales Tax funds that have already been budgeted. The proposed agreement between the City, MHTC, and BNSF will coordinate the funding and scope of work for this project.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability

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

Submitted By: Martin Gugel, Assistant Director of Public Works

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

Attachments:

1. National-Division Supplemental Agreement_ord
2. Supplemental Agreement National-Division BNSF Contract ExhA
3. Supplemental Agreement National-Division BNSF Proj Map_ExhB
4. Supplemental Agreement National-Division BNSF_BA_ExhC

One-rdg. _____
P. Hrngs. _____
Pgs. 42
Filed: 09-26-23

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-241 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of $750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

_____

WHEREAS, the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company executed a "Master Signal Agreement" in 1980 regarding crossing improvements at various locations throughout the State of Missouri; and

WHEREAS, the City wishes to join into the agreement for purposes of sharing the cost of crossing surface improvements at the intersection of National Avenue and Division Street; and

WHEREAS, this project will make improvements to the railroad signal equipment and the vehicular traffic signal at the intersection of National Avenue and Division Street, including replacement of the truss signal infrastructure with traditional traffic signal poles and arms, improved signal equipment, geometric and ADA improvements, and new bike lanes on Division Street; and

WHEREAS, the MHTC has agreed to reimburse the City for 60 percent of eligible construction costs, not to exceed $750,000.00; and

WHEREAS, the estimated cost to the City after reimbursement is $804,807.31, and will be funded from the 1/8-cent Transportation Sales Tax funds that have already been budgeted.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railways, said agreement to be in substantially the same form as “Exhibit A,” which is attached hereto and incorporated herein by reference as though fully set forth.

Section 2 – The budget of the Department of Public Works is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 025, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

CCO Form: MO43
Approved: 04/04 (BDG)
Revised: 03/17 (MWH)
Modified: 07/23 (MWH)

National Ave. & Division St.
In Springfield
Greene County
Crossing No. 664 172S
Job No. RRP-000S(649)
BNSF File No. BF-20235480

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT ("Supplemental Agreement") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), acting by and through the Missouri Department of Transportation ("MoDOT), BNSF Railway Company (hereinafter, "Railroad"), and City of Springfield, Missouri (hereinafter, "Agency"), pursuant to the terms of a Master Signal Agreement as amended between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980, (the "Master Agreement").

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing grade crossing in Springfield, Missouri, where National Ave. and Division St. intersects Railroad's tracks at a point known as DOT #664 172S (hereinafter the "National Ave. & Division St. Grade Crossing" or the "Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* ("MUTCD"), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on July 20, 2020, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

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

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the National Ave. & Division St. Grade Crossing (hereinafter the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of a new flashing light signal and gate in the southwest quadrant located in the right turn lane of eastbound Division Street to southbound National Avenue; with LED lights, an audible bell, and a new signal bungalow with redundant constant warning circuitry at the National Ave. & Division St. Grade Crossing (US DOT# 664 172S). In addition, the Railroad shall install a new concrete crossing surface.

(B) In conjunction with the Railroad's work in Subsection (2)(A), the Agency will improve the intersection to increase safety per the Agency's, the City of Springfield's, Public Improvement Plans No. 2019PW0050.

(3) FUNDING AND APPORTIONMENT:

(A) The Commission will reimburse the Railroad for fifty percent (50%) of the eligible costs of the work described in Subsection (2)(A) of this Supplemental Agreement. The Railroad shall assume responsibility for the remaining fifty percent (50%) of the eligible costs, at its own expense.

(B) The Commission will reimburse the Agency for sixty percent (60%) of the eligible construction costs of the work described in Subsection (2)(B) for the National Avenue & Division Street intersection improvements not to exceed seven hundred fifty thousand dollars ($750,000.00).

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Subsection (2)(A) above, all in accordance with the Detailed Plan (defined below) and Detailed Cost Estimate (defined below) developed by the Railroad for this specific Project and attached to this Supplemental Agreement; and the costs incurred by the Agency in performing the additional work described in Subsection (2)(B).

(5) PRELIMINARY WORK: The Railroad and Agency have prepared and submitted to the Commission a detailed plan (the "Detailed Plan") and a cost estimate (the "Detailed Cost Estimate") for the work as described in Subsection (2)(A) and (2)(B) SCOPE OF WORK of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the National Ave. & Division St. Road Grade Crossing, which was conducted on July 20, 2020 and in accordance with the provisions of the Master Agreement.

The Detailed Plans is attached to this Supplemental Agreement as **Exhibit 1**; the Detailed Cost Estimate shall be attached as **Exhibit 2**; and both **Exhibits 1** and **2** shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the Detailed Plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Subsection (2)(A) of this Supplemental Agreement in accordance with the Master Agreement, and in accordance with the Detailed Plan and Detailed Cost Estimate attached hereto, and the rules and regulations contained in the then-applicable Federal-Aid Policy Guide, as well as 23 C.F.R. 646.200, subpart b.

(B) The Agency shall complete its performance of the work described in Subsection (2)(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Subsection (2)(A) and in Section (5) of this Supplemental Agreement, and the Agency will furnish all the material and do the work described in Subsection (2)(B) of this Supplemental Agreement, each with its respective own forces, or either party may perform its portion of the work using a contractor paid under a contract let by the Railroad or Agency in compliance with applicable provisions of 23 C.F.R. Part 140, Subpart I, and 23 C.F.R. Part 646, Subpart B, and relevant subchapters of Chapter 34 RSMo. As required by federal law, but only to the extent applicable, relevant provisions of 23 C.F.R. Part 140, Subpart I, and 23 C.F.R. Part 646, Subpart B, are by reference made part of this Supplemental Agreement. Agency or any contractor of the Commission or Agency shall not enter upon the Railroad's property for the purposes of the Commission's work until and unless such contractor(s) obtain a separate right of entry agreement from the Railroad in accordance with the Railroad's current "C-1" Contractor's Right of Entry Agreement, as contemplated by the Master Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in Subsection (2)(A) at the Railroad's expense as long as it operates trains through he "Crossing"; or until the Commission orders that signals are no longer necessary at the "Crossing"; or until the "Crossing" is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad, in accordance with a new Supplemental Agreement to be entered into by the parties.

(11) PAYMENT PROVISIONS:

(A) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130 for fifty percent (50%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) and Section (5) of this Supplemental Agreement If audit reveals that the Railroad has been overpaid in connection with this Supplemental Agreement, then upon receipt of the Commission's written notice, the Railroad will immediately refund the Commission the overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment. The Railroad and the Commission shall work in good faith to resolve any disputed payment issues raised by the audit(s).

(B) Upon receipt of the Agency's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Agency with State and Federal funds pursuant to 23 USC 130 for sixty percent (60%) of the construction costs incurred, not to exceed seven hundred fifty thousand dollars ($750,000), by the Agency for its work as described in Subsection (2)(B) and Section (5) of this Supplemental Agreement If audit reveals that the Agency has been overpaid, the Agency shall immediately refund to the Commission such overpayment. If audit reveals that the Agency has been underpaid, the Commission will reimburse the Agency for such underpayment.

(12) AGENCY OBLIGATION: In addition to performing the work described in Subsection (2)(B) of this supplemental agreement, the Agency hereby agrees to the handling of vehicular and pedestrian traffic during all the work described in Section (2) of this Supplemental Agreement.

(13) INDEMNIFICATION BY THE AGENCY:

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission and the Railroad, including their respective members and employees, officers, and agents, 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 Agency's wrongful or negligent performance of its obligations under this Supplemental Agreement.

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and the Missouri Department of Transportation (MoDOT) and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000.00 per claimant and $4,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Supplemental 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.

(14) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo, to the extent applicable, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity (to the extent applicable) must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, the Railroad (to the extent applicable) affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(15) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency, and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders

approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waive its right to notice and an opportunity for hearing before the issuance of these administrative orders, provided no other party requests a hearing provided no other party requests a hearing.

(16) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply, to the extent applicable:

(A) Civil Rights Statutes: The Railroad and Agency shall comply with all applicable 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. In addition, if the Railroad or Agency is providing services or operating programs on behalf of MoDOT or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and Agency shall comply with the applicable administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad (to the extent applicable) and Agency shall not discriminate on grounds of the race, color, religion, creed, 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 Railroad (to the extent applicable) and Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 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 Railroad (to the extent applicable) and Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad (to the extent applicable) and Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad (to the extent applicable) and Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Railroad and Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access at reasonable times and

places 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 Railroad and Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and Agency 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 Railroad and Agency fails to comply with the applicable nondiscrimination provisions of this Supplemental 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 Supplemental Agreement until the Railroad complies; and/or

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

(G) Incorporation of Provisions: The Railroad (to the extent applicable) and Agency shall include the provisions of Section (16) of this Supplemental 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 Railroad (to the extent applicable) 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 Railroad (to the extent applicable) and Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to enter into such litigation to protect the interests of the United States.

(17) COMPLIANCE WITH LAWS**:** The Railroad and Agency shall comply with all applicable Federal, State, and local laws and regulations in the performance of this Supplemental Agreement; provided that nothing in this Supplemental Agreement is intended to waive or be construed as the Railroad's consent to waive the preemptive effect of federal law as to the Railroad.

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(18) BUY AMERICA REQUIREMENTS: If the requirements of 23 U.S.C. § 313 and 23 C.F.R. 635.410 apply to the Project and as a result of final engineering for the Project, Railroad determines that by exercising commercially reasonable efforts, it cannot comply with such requirements, then representatives of the parties shall meet to discuss acceptable resolution, which may be achieved by any one of the following means:

(A) Pursuing a waiver of regulatory requirements with the Federal funding agency;

(B) Altering the funding sources of the Project (i.e., removing Federal funding) and amending this Supplemental Agreement accordingly; or

(C) Terminating this Supplemental Agreement.

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

(20) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(21) ASSIGNMENT: The Railroad or Agency shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed.

(22) LAW OF MISSOURI TO GOVERN: This Supplemental Agreement shall be construed according to the laws of the State of Missouri. The Railroad, Agency and Commission shall comply with all applicable local, state, and federal laws and regulations relating to the performance of this Supplemental Agreement, provided that nothing in this Supplemental Agreement is intended to waive or be construed as the Railroad's consent to waive the preemptive effect of federal law as to the Railroad.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Supplemental Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of Cole County, Missouri, or if applicable, in the U.S. District Court for the Western District of Missouri.

(24) CANCELLATION: The Commission may cancel this Supplemental Agreement at any time for a material breach of contractual obligations by providing the Railroad and Agency with written notice of cancellation. Should the Commission exercise its right to cancel the Supplemental Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad and Agency.

(25) AUDIT OF RECORDS: The Railroad and Agency shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(26) RAILROAD NOTIFICATION: At least five (5) days prior to the

commencement of work described in Section 2 or Section 5, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(27) AUTHORITY TO EXECUTE: The signers of this Supplemental Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Supplemental Agreement.

(28) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

Executed by Railroad this _____ day of _____, 20___.

Executed by Commission this _____ day of_____, 20___.

Executed by Agency this _____ day of_____, 20___.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

BNSF RAILROAD

By _____

Name _____

Title _____

ATTEST:

_____
Commission Secretary

CITY OF SPRINGFIELD, MISSOURI

By _____

Title

APPROVED AS TO FORM:

_____
Senior Administrative Counsel

By _____

Title

By _____

Title

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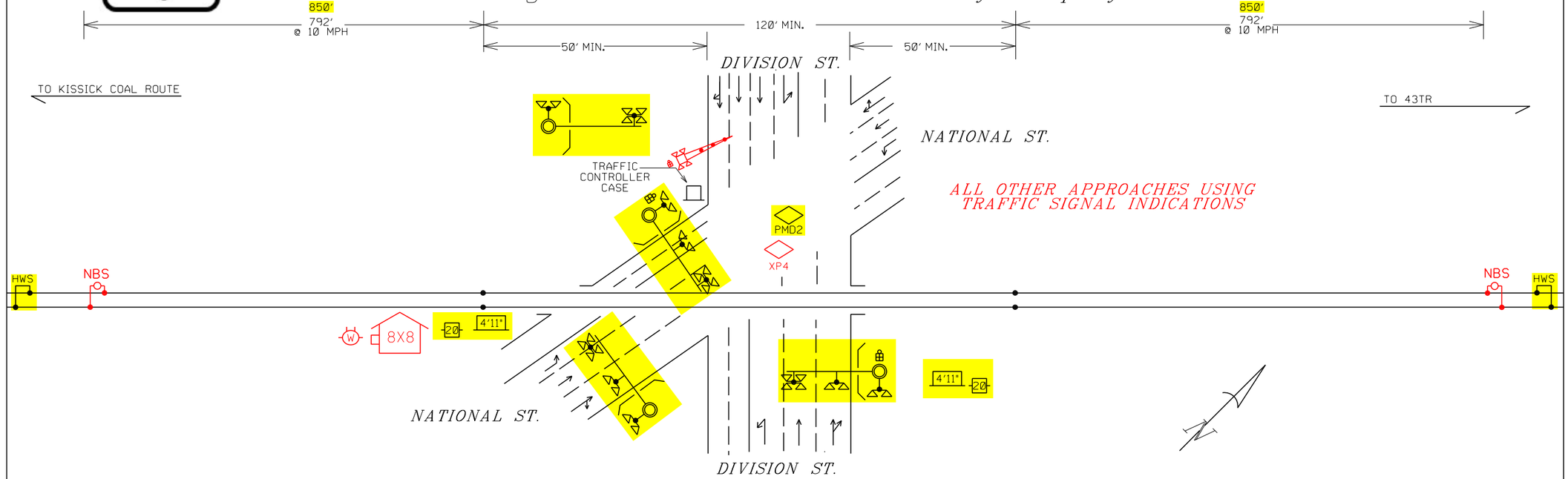
EXHIBIT 1

The Burlington Northern & Santa Fe Railway Company



M.P. 237.76
NATIONAL & DIVISION ST.
DOT # 664 172 S
PROJECT #85912

INSTALL: FLASHERS, GATE, & BUNGALOW
REMOVE: CANTILEVERS & CASES
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

RED = IN YELLOW = OUT

PRELIMINARY- Times Subject to Change

Minimum Warning Time-	20 seconds
Clearance Time-	8 seconds
Buffer Time-	10 seconds
Advance Preemption Time-	12 seconds
Equipment Response Time-	4 seconds
Total Warning Time-	54 seconds

- 8X8 INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROLL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:
Min. 5'3" with curb,
Min. 9'3" without curb,
Max. 12'
House Clearance: 25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
LOCATION: SPRINGFIELD, MO
STREET: NATIONAL & DIVISION ST.
LS:1011
M.P. 237.76
DOT # 664 172 S
DIVISION: HEARTLAND
SUBDIVISION: CUBA
KANSAS CITY
NO SCALE
DATE: 03/09/2023
FILE: 85912-STATESKETCH-.dgn
HWH

SIGNAL SYMBOLS LEGEND:

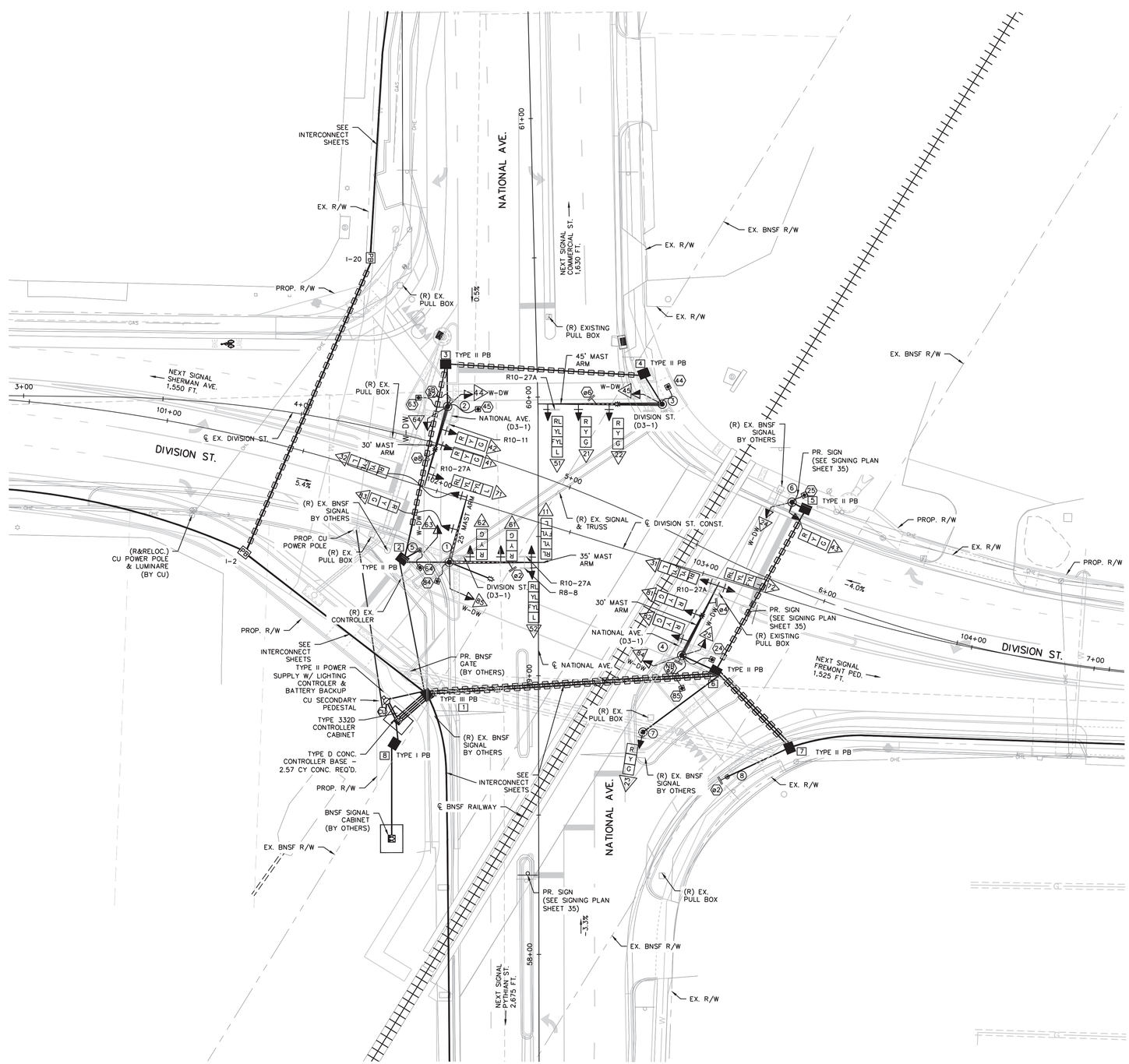
- CONVENTIONAL SIGNAL HEAD WITH BACKPLATE
- PEDESTRIAN SIGNAL HEAD
- OVERHEAD OR SHAFT MOUNTED SIGN
- CONTROLLER (FRONT DOOR OF CABINET)
- PULL BOX
- CONCRETE BASE
- POWER SUPPLY
- PEDESTRIAN PUSHBUTTON
- MAST ARM WITH SIGNAL HEAD
- RADAR DETECTOR
- STOP LINE (BAR)
- LANE USE

R	RED BALL*
Y	YELLOW BALL*
G	GREEN BALL*
RL	RED LEFT ARROW*
YL	YELLOW LEFT ARROW*
L	GREEN LEFT ARROW*
FYL	FLASHING YELLOW LEFT ARROW*
W	WALK (MAN SYMBOL)
DW	DON'T WALK (HAND SYMBOL)
44	SIGNAL FACE NUMBER
2	POST NUMBER
43	DETECTOR NUMBER
2	PULL BOX NUMBER
ø2	RADAR DETECTOR NUMBER
	LUMINARE
	CONDUIT
	BORED CONDUIT
	EXISTING CONDUIT
4"PVC	SIZE & TYPE OF CONDUIT
2-16c#12	NUMBER, CONDUCTORS, & AWG SIZE OF CABLE

* – ALL 12" LENS WITH TUNNEL VISOR

GENERAL NOTES

1. ALL CONDUIT TO BE IN TRENCH OR BORED AS NOTED. TRENCH FOR CONDUIT SHALL BE A MINIMUM OF 20" DEEP, 28" MAXIMUM, EXCEPT AS DIRECTED BY THE TRAFFIC ENGINEER. CONDUIT UNDER STREETS AND DRIVEWAYS SHALL BE A MINIMUM OF 24" DEEP BELOW PAVEMENT, EXCEPT AS DIRECTED BY THE TRAFFIC ENGINEER. ALL CONDUIT TO BE INSTALLED WITH A MINIMUM 18" HORIZONTAL CLEARANCE FROM WATER & GAS UTILITIES.
2. EXACT LOCATION OF BASES, PULL BOXES, AND DETECTOR LOOPS TO BE DETERMINED IN THE FIELD WITH APPROVAL BY THE TRAFFIC ENGINEER.
3. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE EXCAVATION. UTILIZE "MISSOURI ONE-CALL" BY CALLING "MISSOURI ONE-CALL SYSTEM INC.".
4. ALL CONSTRUCTION SIGNS AND BARRICADES MUST BE UTILIZED AND MAINTAINED IN COMPLIANCE WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2003 EDITION OR LATEST REVISION THEREOF.
5. ALL PULL BOX LIDS SHALL BEAR THE LEGEND "TRAFFIC SIGNALS".
6. LUMINAIRES AND BRACKET ARMS TO BE PROVIDED BY CU AND INSTALLED BY CONTRACTOR.



REVISIONS			
NUMBER	BY	DATE	REMARKS

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CMT
Crawford, Murphy & Tilly
Engineers and Consultants
1631 W Elfindale, Springfield, Missouri 65807
tel 417-869-6009 fax 417-869-8129
05/28/2018

CMT JOB# 17320-01-00

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI

DIVISION STREET & NATIONAL AVENUE INTERSECTION IMPROVEMENTS

SIGNAL PLAN – PLAN VIEW

APPROVED _____ DATE _____
DIRECTOR OF PUBLIC WORKS

DESIGN RTS
DRAWN MWD
CHECKED RTS

SCALES
HOR. 1"=20'
VERT. N/A

SHEET 28 OF 43 SHEETS
DATE: 7/16/2021
FILE NO. 2019PW0050TSWE

EXHIBIT 2

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
STATE OF MISSOURI

LOCATION SPRINGFIELD | DETAILS OF ESTIMATE | PLAN ITEM : 000342387 | VERSION : 6

PURPOSE, JUSTIFICATION AND DESCRIPTION

NATIONAL-DIVISION, SPRINGFIELD, MO; REPLACE CONSTANT WARNING / FLASHERS / GATES / INSTALL ADV PREEMPT; HEARTLAND DIV; CUBA SUBDIV; LS 1011; MP 237.76; DOT# 664172S; SEQ# 85912.

MONTHLY POWER UTILITY COST CENTER : 61696.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

********** SIGNAL WORK ONLY **********

THE STATE OF MISSOURI IS FUNDING 50% OF THIS PROJECT, BNSF IS FUNDING 50%.

MAINTAIN PROPRIETARY CONFIDENTIALITY.
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH		2,787	
SIGNAL FIELD - REPLACE	840.0	MH		36,430	
SIGNAL SHOP LABOR - CAP	0.01	MH		1	
PAYROLL ASSOCIATED COSTS				25,635	
DA OVERHEADS				42,562	
EQUIPMENT EXPENSES				8,721	
INSURANCE EXPENSES				6,862	
TOTAL LABOR COST				122,998	122,998
**********					
MATERIAL					
**********					
ADV PREEMPT PACKAGE	1.0	LS	N	6,594	
ARRESTOR, MDSA-2 XS	1.0	EA	N	734	
BATTERY, VGL-255	10.0	EA	N	2,585	
BATTERY, VGL-350	9.0	EA	N	3,039	
BELLS	1.0	EA	N	206	
BUNGALOW 8X8 W/ AC	1.0	LS	N	14,390	
BUNGALOW MATERIAL	1.0	LS	N	7,564	
CABLE, 2C/6 TW	1000.0	FT	N	1,490	
CABLE, 3C/2	250.0	FT	N	1,793	
CABLE, 5C/10	70.0	FT	N	157	
CABLE, 5C/6	750.0	FT	N	3,758	
CABLE, 7C/14	750.0	FT	N	1,545	
CHARGERS, 12/80 (20/40/60)	2.0	EA	N	2,995	
CONSTANT WARNING, XP4, 1TK	1.0	EA	N	17,280	
ELECTRICAL MATERIAL	1.0	LS	N	1,500	
EVENT RECORDER	1.0	EA	N	5,657	
FIELD MATERIAL	1.0	LS	N	7,372	
FILL DIRT	60.0	CY	N	1,500	
FOUNDATION, CONCRETE	1.0	EA	N	274	
GATE KEEPER	1.0	EA	N	1,367	
GATE MECHANISM, S-60	1.0	EA	N	5,455	
LED LIGHT	4.0	EA	N	896	
SHUNT ENHANCER PANEL	1.0	EA	N	5,304	
SHUNT, NBS	2.0	EA	N	1,982	
SURFACE ROCK	30.0	CY	N	1,500	
USE TAX				7,111	
OFFLINE TRANSPORTATION				1,207	
TOTAL MATERIAL COST				105,255	105,255
**********					

OTHER
****

AC POWER SERVICE	1.0	EA	N	10,000	
BUNGALOW, WIRE AND TEST	1.0	LS	N	9,121	
CONTRACT ENGINEERING	1.0	LS	N	15,000	
DIRECTIONAL BORING	500.0	FT	N	25,000	
TRAFFIC ENGINEERING STUDY	1.0	LS	N	30,000	
TOTAL OTHER ITEMS COST				89,121	89,121
PROJECT SUBTOTAL					317,374
CONTINGENCIES					30,023
BILL PREPARATION FEE					3,474
GROSS PROJECT COST					350,871
LESS COST PAID BY BNSF					175,435
TOTAL BILLABLE COST					175,436

AUTHORITY FOR EXPENDITURE

LOCATION :	SPRINGFIELD	LINE SEGMENT :	1011	AFE NUMBER :	
PLANITEM NUMBER :	928100000	MILEPOST :	237.76	RFA NUMBER :	5930623
PROPERTY OF :	BNSF RAILWAY COMPANY	DIVISION :	HL	CPAR NUMBER :	CR120023
OPERATED BY :	BNSF RAILWAY COMPANY	SUBDIVISION :	KISSICK	BUDGET YEAR :	2023
JOINT FACILITY :	MODOT	TRACK TYPE :	7	BUDGET CLASS :	6
% BILLABLE (+/-) :	50.0	TAX STATE :	MO	REPORTING OFFICE :	101
		SPONSOR :	VP ENGINEERING	CENTER/ROLLUP :	13708

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - HLW DIV KISSICK SUB LS 1011 MP 237.76 DOT# 664172S 50% BILLABLE TO MODOT SURFACE 50/50 COST SPLIT WITH MODOT ON RAILROAD WORK. ADDITIONAL ROADWAY WORK BY CITY IN CONJUNCTION WITH SURFACE/SIGNAL UPGRADES

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
928100000	1011	237.76	237.76	7	SPRINGFIELD	SPRINGFIELD	PUBLIC IMPROVEMENT PROJECT	2023

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	28,677	0	4,723	0	33,400	66,800
MATERIAL COSTS	25,621	0	0	0	25,622	51,243
OTHER COSTS	6,584	0	47	0	6,629	13,260
TOTALS	60,882	0	4,770	0	65,651	131,303

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5930623

COSTING DATE: 05/03/2023

PRINTED ON: 05/03/2023

ESTIMATED BY: STANAT

PRINTED BY: STANAT

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
MODOT

LOCATION SPRINGFIELD | DETAILS OF ESTIMATE | PLAN ITEM : 928100000 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - HLW DIV KISSICK SUB LS 1011 MP 237.76 DOT# 664172S 50% BILLABLE TO MODOT SURFACE AND SIGNAL UPGRADES. SIGNAL WORK UNDER SIGNAL SEQ #85912. 50/50 COST SPLIT WITH MODOT ON RAILROAD WORK. ADDITIONAL ROADWAY WORK BY CITY IN CONJUNCTION WITH SURFACE/SIGNAL UPGRADES

REQUESTED BY KARA BROCKAMP 3/14/23

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
REPLACE PUBLIC CROSSING - TOTAL REHAB	487.3	MH	18,353	
SURFACE TRACK - REPLACEMENT - CAP	26.4	MH	1,026	
UNLOAD BALLAST - REPLACEMENT - CAP	2.2	MH	83	
PAYROLL ASSOCIATED COSTS			12,721	
DA OVERHEADS			21,121	
EQUIPMENT EXPENSES			10,092	
INSURANCE EXPENSES			3,404	
TOTAL LABOR COST			66,800	66,800
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	100.0	NT **	1,387	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	504.0	EA **	1,094	
XING CONC 115LB 10FT TIES TANGENT	224.0	FT **	40,941	
XING CONC RAMP 136LB COMPLETE SET	1.0	ST **	339	
MATERIAL HANDLING			2,186	
ONLINE TRANSPORTATION			1,550	
USE TAX			3,214	
OFFLINE TRANSPORTATION			532	
TOTAL MATERIAL COST			51,243	51,243
**********				
OTHER				
**********				
EQUIPMENT RENTAL - SURFACING SET	1.0	DAY	1,000	
TOTAL OTHER ITEMS COST			1,000	1,000
PROJECT SUBTOTAL				119,043
CONTINGENCIES				10,959
BILL PREPARATION FEE				1,301
GROSS PROJECT COST				131,303
LESS COST PAID BY BNSF				65,652
TOTAL BILLABLE COST				65,651

National Avenue and Division Street Intersection

City of Springfield Estimate for

State of Missouri

Total Construction Cost	$1,298,940.60
Total Equipment Cost	$114,520.59
Project Subtotal	$1,413,461.19
Continencies	$141,346.12
Gross Project Cost	$1,554,807.31
Total Billable Cost 60% not to Exceed $750,000	$932,884.39

EXHIBIT 3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On the 21ST day of FEBRUARY, 2023, before me appeared (Affiant's name:) KARA J BROCKAMP, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the *(Title:)* Manager Public Projects of **BNSF Railway Company**, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Kara J Brockamp
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Gary W. Dodge
Notary Public

My commission expires:
10-21-2024

GARY W. DODGE NOTARY PUBLIC STATE OF KANSAS MY APPOINTMENT EXPIRES 10-21-2024

[documentation of enrollment/participation in a federal work authorization program attached]

EXHIBIT
4

PLACEHOLDER FOR
CITY ORDINANCE
AUTHORIZING EXECUTION OF THIS AGREEMENT
BY SPECIFIC PUBLIC OFFICERS

[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT IN LIEU OF THIS PLACEHOLDER PAGE, AND THEN DELETE THIS PAGE]

EXHIBIT
5

SPECIAL PROVISIONS FOR PROTECTION OF BNSF RAILWAY COMPANY INTERESTS

To Report an Emergency on the railroad call: (800) 832-5452
The _____ railroad crossing, _____ County at DOT# _____

1. Authority of Railroad Engineer and Commission's Representative.

1.1 The authorized representative of BNSF Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

1.2 The authorized representative of the Missouri Highways and Transportation Commission, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the project specifications.

2.0 Contractor's indemnity Obligations to the Railroad.

2.1 The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature arising out of injury to or death of persons whomsoever, or out of damage to or destruction of property whatsoever, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where such injury, death, damage or destruction results from any cause arising out of work performed by the contractor pursuant to the agreement between Railroad and the Commission for the project, and shall also release the Railroad from and shall waive any claims for injury or damage to equipment or other property, which may result from the construction, maintenance and operation of railroad tracks, wire lines, fiber optic cable, pipe lines and other facilities on said right of way of the Railroad by the contractor. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD, THE RAILROAD'S AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROVEN BY ANY CLAIMANT TO HAVE BEEN PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE RAILROAD**. The contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

2.2 In addition to the indemnity obligations contained in the preceding paragraph, the contractor shall indemnify, defend and hold harmless the Railroad from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, of whatsoever nature arising from, related to or connected, in whole or in part, with the following:

(a) The removal of the contractor's agents, servants, employees or invitees from the Railroad's property for safety reasons.

(b) Contractor's compliance or failure to comply with the provision of applicable law in connection with the performance of contractor's work.

2.3 Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

3.0 Notice of Starting Work.

3.1 The contractor shall not commence any work on Railroad's right of way until the contractor has complied with the following conditions:

(a) At least 30 days in advance of the date the contractor proposes to begin work on Railroad's right of way, the contractor shall give the Railroad written notice to the address below with copy to the Engineer who has been designated to be in charge of the work.

Ms. Kara J. Brockamp
Manager of Public Projects
BNSF
kara.brockamp@bnsf.com

(b) Obtain written or electronic authorization from the Railroad to begin work on the Railroad's right of way, such authorization to include an outline of specific conditions with which contractor shall comply.

(c) Obtain the insurance coverage required in Section 13.0 of this job special provision. Contractor shall submit written evidence of such coverage to Railroad prior to commencing any work.

(d) Prior to performing any work on Railroad's property, right —of way or in an area that may impact Railroad's operations, the contractor's employees, representatives or agents who are regularly assigned to perform work on the project shall complete the safety orientation training available on the internet at www.contractororientation.com, hereinafter called, "Internet Safety Orientation". If the contractor's employee, representative or agent is not regularly assigned to perform work on the project, hereinafter called "Flexible Worker(s)", the contractor shall ensure that any Flexible Worker receives appropriate safety training prior to performing any work on the Railroad's property, right —of way or in an area that may impact the Railroad's operations. The content of safety training for Flexible Workers shall include the information covered in the Internet Safety Orientation. The approximate cost of the Internet Safety Orientation is $11 per person, subject to annual escalation.

3.2 The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

4.0 Interference with Railroad Operations.

4.1 The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

4.2 Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

4.3 Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such

provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the Commission.

4.4 The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

5.0 Track Clearances.

5.1 The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

(a) Notify the Railroad Engineer at least 72 hours in advance of the work.

(b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.

(c) Receive permission from the Railroad Engineer to proceed with the work.

(d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

5.2 The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

6.0 Construction Procedures.

6.1 General. Construction work on the Railroad's property shall be:

(a) Subject to the inspection and review of the Railroad.

(b) In accordance with the Railroad's written outline of specific conditions.

(c) In accordance with this special provision.

6.2 Excavation. The subgrade of an operated track shall be maintained with the berm edge at least 12 feet from centerline of track and not more than 26 inches below top of the rail. The contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained. The contractor shall cease all work and notify the Railroad immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on the Railroad's property shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

6.3 Maintenance of Railroad Facilities. The contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from contractor's operations. The contractor shall promptly repair eroded areas within Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

6.4 Storage of Materials and Equipment.

6.4.1 The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at-grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

6.4.2 Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

6.5 Cleanup. Upon completion of the work, the contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor, and leave said right of way in a neat condition satisfactory to the Railroad Engineer.

6.6 Buried Cable and Other Buried Facilities.

5.6.1 The contractor is placed on notice that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on Railroad's property or right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities, as the case may be. The contractor shall be responsible for contacting the Railroad Engineer, the Railroad's 24-hour information number (1-800-533-2891), the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

6.6.2 Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for the Railroad Engineer to stop construction at no cost to the Commission or Railroad until these items are completed. The contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

7.0 Damages. The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

8.0 Flagging Services.

8.1 When Required. Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or

when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

8.2 Scheduling and Notification.

8.2.1 Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

8.2.2 The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to:

Mr. Nathan Norris, Roadmaster
BNSF Railway
1625 N. Lexington
Springfield, MO 65802
Cell-(636) 288-0534
nathaniel.norris@bnsf.com

8.2.3 If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

8.2.4 The contractor shall provide a temporary structure to provide shelter from weather conditions for the person(s) providing flagging protection service on behalf of the Railroad as described herein. The structure shall be provided in an area immediately accessible to the Railroad's main track and the construction site, and be equipped with telephone service, lighting and desk.

8.3 Payment.

8.3.1 The Commission will pay the Railroad directly for the cost of flagging services associated with the project by deducting the amount from the normal contractor payments.

8.3.2 The Railroad shall submit progress invoice to the Engineer during the time flagging services are required. A final invoice shall be submitted to the Engineer within 180 days of completion of the project. This is defined as the point in time at which the Commission and the Railroad both accept the project and the contractor is relieved of contractual obligation. Should the invoice not be received within this time period, the Railroad will be responsible for obtaining payment directly from the contractor.

8.3.3 Should a dispute between the Railroad, the Commission and the contractor develop concerning the cost of flagging service or should the contractor fail to promptly pay the Railroad for flagging services, the full amount of the Railroad's invoice will be deducted from the contractor's payment request. However, The Commission will send only 95 percent of the amount requested to the Railroad. The Commission will make a corrected payment once a settlement is reached between the Railroad, the Commission and the contractor.

8.3.4 The contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

8.3.5 The cost of flagging service is approximately $1000 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging. The charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses

incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

8.3.6 A maximum of one hour travel time each way per day per flagger will be required for travel to and from the project.

8.4 Verification.

8.4.1 Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Kara Brockamp, Manager of Public Projects at 913-551-4484. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Townlian as shown in Section 2.1 of this job special provision.

8.4.2 The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

9. Haul Across Railroads.

9.1 Where the plans show or imply that materials of any nature must be hauled across the Railroad's tracks, unless the plans clearly show that the Commission has included arrangements for such haul in the agreement with the Railroad, the contractor shall be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's tracks. The contractor shall be required to bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by Railroad's personnel.

9.2 No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Engineer.

10.0 Work for the Benefit of the Contractor. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and are included in the agreement between the

Commission and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Commission and/or the Railroad. Should the contractor desire any changes in addition to the above, then contractor shall make separate arrangements with the Railroad for same to be accomplished at the contractor's expense.

11.0 Cooperation and Delays. The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

12.0 Trainman's Walkways. Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains shall be maintained extending to a line not less than 12 feet from centerline of track. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. Any excavation near the walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

13.0 Insurance. The amount of work to be performed upon, over or under Railroad's right of way is estimated to be ____ percent of the contractor's total bid for the project.

13.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

(a) Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

Bodily Injury and Property Damage
Personal Injury and Advertising Injury
Fire legal liability
Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
Waiver of subrogation in favor of and acceptable to Railway.
Additional insured endorsement in favor of and acceptable to Railway.
Separation of insureds.
The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage
Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railway.
Additional insured endorsement in favor of and acceptable to Railway.
Separation of insureds.
The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railway.

(d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
Endorsed to include the Limited Seepage and Pollution Endorsement.
Endorsed to remove any exclusion for punitive damages.
No other endorsements restricting coverage may be added.
The original policy must be provided to the Railway prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized

representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:	Commission:
BNSF Railway Company P.O. Box 140528 Kansas City, MO 64114 Toll Free: 877-576-2378 Fax number: 817-840-7487 Email: BNSF@certfocus.com www.certfocus.com	Ms. Brandi Baldwin State Construction and Materials Engineer MoDOT P.O. Box 270 Jefferson City, MO 65102

Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this section will entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Railway will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railway means “Burlington Northern Santa Fe LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

13.1.1 Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured: BNSF Railway Company
(b) Description and Designation:
_____, _____ County in _____
Job No. RRP-000S(___)
Crossing No. _____

13.2 If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor’s operations. Endorsements to the prime contractor’s policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

13.3 All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad’s right of way as evidenced by the formal acceptance by the Commission. Insuring Companies may cancel insurance by permission of the Commission and Railroad or on 30 days written notice to the Railroad and Commission.

14.0 Hazardous Materials Compliance and Reporting. Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor’s work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad’s property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor’s work, acts or omissions. If contractor discovers any hazardous waste, hazardous

substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

(a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.
(b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
(c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

15.0 Personal Injury Reporting. The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

16.0 Failure to Comply. In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.

(b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

17.0 Payment for Cost of Compliance. No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

18. Environmental. Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel

fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 18.

Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or

activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

"Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

National Avenue and Division Street Crossing Improvements

Exhibit B

City of Springfield, Missouri

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
025

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	102771	00000	$ 750,000	Contribution from MHTC for National/Division Intersection
Net Revenue Adjustment						$ 750,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	102771	00000	$ 750,000	National/Division Intersection Improvements
Net Expenditure Adjustment						$ 750,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating $750,000 from the Missouri Highways and Transportation Commission (MHTC) for the National/Division Intersection Improvement Project.

Requested By: Dan Smith 09-26-2023
Department Head Date

Approved By: 9-26-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-241
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-243 (LEE)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A resolution declaring the intent of the City of Springfield to reimburse itself for certain capital expenditures acquired prior to the issuance of lease proceeds issued by the City of Springfield.

PURPOSE: To authorize the Parks Department to reimburse itself for certain capital expenditures acquired prior to the issuance of lease proceeds issued by the City.

BACKGROUND INFORMATION: The City is contemplating entering into a Master Equipment Lease Purchase Agreement, Schedule No. 6, totaling $860,000, for the acquisition of much needed equipment for Parks. This financing allows Parks to address their capital needs on an ongoing basis. The City made certain capital expenditures in connection with the acquisition of a mower, truck, and certain other equipment for use by Parks, prior to the date of this Resolution which the City intends to reimburse itself to the extent permitted by law, from the lease proceeds.

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 10/6/2023

Attachments: 1. Parks Lease Spending Resolution_res

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 10-10-23

Sponsored by: Lee

COUNCIL BILL 2023-243 RESOLUTION _____

RESOLUTION

DECLARING the intent of the City of Springfield to reimburse itself for certain capital expenditures acquired prior to the issuance of lease proceeds issued by the City of Springfield.

WHEREAS, the City of Springfield is contemplating entering into Schedule No. 6 of a Master Equipment Lease Purchase Agreement, totaling $860,000, for the acquisition of equipment for the Parks Department; and

WHEREAS, the City has made certain capital expenditures in connection with the acquisition of a mower, truck, and certain other equipment for use by the Parks Department (the "Equipment") prior to the date of the Master Equipment Lease Purchase Resolution, and the City expects to make additional capital expenditures for the Equipment in the future.

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

Section 1 – City Council declares its intent to reimburse itself for all or a portion of certain capital expenditures in connection with the acquisition of a mower, truck, and certain other equipment for use by the Parks Department (the "Equipment"), to the extent permitted by law, with the proceeds of bonds or other obligations to be issued by the City or other political subdivision or governmental entity for the benefit of the City (the "Obligations").

Section 2 – The maximum principal amount of Obligations expected to be issued for the Equipment is $860,000.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2023-244 (CARROLL)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a Brownfields Job Training Grant from the United States Environmental Protection Agency in the amount of $500,000 to be utilized to fund the Green for Greene job training program and to enter into necessary agreements to carry out the grant; amending the budget of the Workforce Development Department for Fiscal Year 2023-2024 in the amount of $500,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to accept a Brownfields Job Training Grant from the United States Environmental Protection Agency in the amount of $500,000 to be utilized to fund the Green for Greene job training program and to enter into necessary agreements to carry out the grant; amending the Workforce Development Department's budget for the Fiscal Year 2023-2024 in the amount of $500,000 to appropriate the grant funds.

BACKGROUND INFORMATION: On June 27, 2022, Springfield City Council authorized the Workforce Development Department ("WFD") to apply for a United States Environmental Protection Agency ("EPA") Brownfields Job Training Grant (Ordinance 10641). WFD now has the opportunity to accept a $500,000 Brownfields Job Training Grant award to fund its Green for Greene Environmental Job Training Program ("Green for Greene"), which trains individuals for "green" jobs by providing thirteen areas of certification for environmentally focused careers. The five-week training program is offered at no cost to participants and provides certifications required for careers in industries such as construction, manufacturing, and transportation. Upon graduation from the program, graduates possess increased career pathways and the opportunity to earn higher wages.

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

Submitted By: Maddy MacNeil, Executive Secretary

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 10/6/2023

Attachments:

1. WFD Brownfields Green for Greene Grant _ord
2. Green for Greene - Notice of Award_ Exh A
3. EDA Green 4 Greene_BA_Exh B

One-rdg. X
P. Hrngs. _____
Pgs. 6
Filed: 10-10-23

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-244 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a Brownfields Job Training Grant from the United States Environmental Protection Agency in the amount of $500,000 to be utilized to fund the Green for Greene job training program and to enter into necessary agreements to carry out the grant; amending the budget of the Workforce Development Department for Fiscal Year 2023-2024 in the amount of $500,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

_____

WHEREAS, on June 27, 2022, Springfield City Council authorized the Workforce Development Department ("WFD") to apply for a United States Environmental Protection Agency ("EPA") Brownfields Job Training Grant (Resolution 10641); and

WHEREAS, WFD now has the opportunity to accept a $500,000 Brownfields Job Training Grant award to fund its Green for Greene Environmental Job Training Program ("Green for Greene"), which trains individuals for "green" jobs by providing thirteen areas of certification for environmentally focused careers; and

WHEREAS, the five-week training program is offered at no cost to participants and provides certifications required for careers in industries such as construction, manufacturing, and transportation. Upon graduation from the program, graduates possess increased career pathways and the opportunity to earn higher wages.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $500,000 from the United States Environmental Protection Agency as described in the Notice of Award, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A” and to execute contracts, on forms approved by the City Attorney, necessary to carry out the intent of this grant.

Section 2 – The budget of the City's Workforce Development Department, for Fiscal Year 2023-2024, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 029, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

Section 5 – City Council hereby finds and declares that 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. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

Exhibit A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
LAND AND EMERGENCY
MANAGEMENT

December 14, 2022

The Honorable Ken McClure
Mayor of Springfield
840 N. Boonville Avenue
Springfield, MO 65802

Dear Mayor McClure:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to inform you that the City of Springfield, Missouri, has been selected as one of the entities EPA will begin negotiations with to award a Brownfield Job Training cooperative agreement. The City of Springfield, Missouri, submitted a great application, and we appreciate the tremendous commitment of time and energy that went into its preparation.

Through the Brownfields Job Training (JT) grant program, EPA is working to help states and communities throughout the nation put unemployed and underemployed citizens back to work by training them to clean up and revitalize brownfields and other hazardous waste sites, as well as, addressing other environmental issues in their respective communities.

We fully expect that these JT projects will provide benefits to both the environment and the economy of local communities. The EPA Region 7 Job Training Coordinator, Alma Moreno-Lahm, will be working closely with your organization to negotiate a cooperative agreement prior to the award of the grant. Alma Moreno-Lahm will work with your organization to develop a work plan that will identify the specific elements of your job training program and further define how your identified partners will be involved.

We look forward to working with your staff to provide environmental training and employment for community residents.

Sincerely,

David R. Lloyd, Director
Office of Brownfields and Land Revitalization

cc: Alma Moreno-Lahm
Sally Payne

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
029

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28210	416010			$ 500,000	Green 4 Greene grant
Net Revenue Adjustment						$ 500,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28110	504580			$ 7,106	Administrative Costs
24350	21	28210	500110			64,388	Salaries
24350	21	28210	500210			10,366	Lagers
24350	21	28210	500250			4,926	FICA
24350	21	28210	500260			7,200	Health Insurance
24350	21	28210	500280			209	Workmens Comp
24350	21	28210	501240			5,485	Supplies
24350	21	28210	505690			17,305	Travel
24350	21	28210	505820			7,645	Building Rental
24350	21	28210	502680			318,000	Occupational Skills Training
24350	21	28210	502620			1,120	Other Professional Services
24350	21	28210	502320			250	Mileage
24350	21	28210	502600			56,000	Patricipant Stipends
Net Expenditure Adjustment						$ 500,000	

Fund Balance Appropriation:

Fund		Title	Amount
24340			

Explanation: To amend the FY2023-24 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development's Green for Greene grant for 2023-2027.

Requested By:

10-10-2023

Department Head Date

Approved By:

10-10-2023

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-244

Ordinance No.

1st Reading

2nd Reading

Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-245 (HORTON)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Division Street and Ohara Avenue Stormwater Improvement Project, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $555,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: To authorize the City Manager or his designee, on behalf of the City, to enter into an agreement with the Missouri Department of Natural Resources (“MDNR”) that substantially conforms to "Exhibit A," for the purpose of accepting state American Rescue Plan Act (“ARPA”) grant funds in an amount not to exceed $555,000 to support construction of the Division Street and Ohara Avenue Stormwater Improvement Project; to exercise any and all powers to obtain such funding and carry out the identified activities; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $555,000 to appropriate the grant funds.

BACKGROUND INFORMATION: Resolution 10636 authorized the City to apply for this grant on June 13, 2022. The objective of the project is to reduce recurrent flooding to the business at 3300 W. Division Street and decrease the occurrence of stormwater flowing over Division Street, which impacts traffic on a primary arterial roadway and creates a public safety concern.

The project is in a low-lying area near the confluence of three tributaries of the North Branch of Wilsons Creek which has a history of flooding (“Exhibit B”). The lack of hydraulic capacity in the stormwater system on Division Street and downstream channel as well as the culvert under the railroad are all contributing factors. The City acquired the parcel at 3330 W. Division Street in 2006 for eventual stormwater improvements in this location. The project will consist of excavating a large vegetated open channel through this property and along Division Street, as well as additional culverts under Division Street and Ohara Avenue.

Supports the following City Council Priorities:

- Quality of Place

- Economic vitality

REMARKS: Matching funds will be provided through funds already budgeted from both the 1/4-cent Capital Improvement Sales Tax and 1/8-cent Transportation Sales Tax. Public Works recommends approval of this Council bill and budget adjustment.

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 10/6/2023

Attachments:
1. Division and Ohara Stormwater Improvement_ord
2. Division and Ohara ARPA Agree_exhA
3. Division and Ohara ARPA Map_exhB
4. Division and Ohara ARPA BA_exhC

One-rdg. X
P. Hrngs. _____
Pgs. 8
Filed: 10-10-23

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-245 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Division Street and Ohara Avenue Stormwater Improvement Project, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $555,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

WHEREAS, City Council authorized the City Manager in Resolution 10636, adopted on June 13, 2022, to apply with the Missouri Department of Natural Resources ("MDNR") for American Rescue Plan Act ("ARPA") Water Infrastructure Community Grant Program funds to be used on stormwater and wastewater infrastructure projects; and

WHEREAS, MDNR has awarded the City $555,000 in ARPA funds for stormwater improvements in the area depicted on "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, matching funds for construction will be provided through the City's 1/4-cent Capital Improvements Sales Tax and 1/8-cent Transportation Sales Tax funds that have previously been budgeted for the project.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funding in the amount of $555,000 from the Missouri Department of Natural Resources for the purpose of constructing the Division Street and Ohara Avenue Stormwater Improvement Project, and to do those things necessary to receive and disburse such funds, including entering into a Financial Assistance Agreement

substantially the same as the document attached hereto and incorporated herein by reference as “Exhibit A.”

Section 2 – The budget of the City of Springfield for Fiscal Year 2022-2023 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 030, a copy of which is attached hereto and incorporated herein by reference as “Exhibit C.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

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			RECIPIENT TELEPHONE NUMBER WITH AREA CODE
ADDRESS	CITY	STATE	ZIP CODE
UNIQUE ENTITY ID	AWARD NUMBER	BUDGET PERIOD	PROJECT PERIOD
RECIPIENT PROJECT MANAGER NAME	RECIPIENT PROJECT EMAIL ADDRESS	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE	

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐

IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

TYPE OF ASSISTANCE	SOURCE OF FUNDING	CFDA NUMBER	CFDA NAME
New Award ☐ Amendment ☐	Federal ☑ State ☐ Other ☐	21.027	Coronavirus State and Local Fiscal Recovery Funds

STATE PROJECT MANAGER NAME	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE	INDIRECT COST RATE FOR RECIPIENT
		0%

RESEARCH AND DEVELOPMENT	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED
YES ☐ NO ☑	

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	$	NaN %	$	NaN %	$	NaN %
State/Other Award:	$	NaN %	$	NaN %	$	NaN %
Recipient Match:	$	NaN %	$	NaN %	$	NaN %
Total Award:	$0	0 %	$0	0 %	$0	0 %

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	APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED

BUDGET PLAN	DETAILED SCOPE OF WORK	SPECIAL CONDITIONS	GENERAL TERMS AND CONDITIONS	SUSPENSION/DEBARMENT	PUBLIC LAW
Attachment #	Attachment #	Attachment # 2	Attachment # 1	Attachment #	Attachment #

PUBLICATIONS	EPA MBE/WBE UTILIZATION	CERTIFICATE REGARDING LOBBYING	INVOICE	ADDITIONAL ATTACHMENTS	
Attachment #	Attachment #	Attachment #	Attachment #	Attachment # 3	Attachment # 4

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

FEDERAL AWARDING AGENCY	FEDERAL AWARD ID NUMBER	PASS THROUGH ENTITY NAME
United States Department of Treasury	073134579	MoDNR, and State of Missouri, Office of Administration

FEDERAL FUNDING YEAR	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD	INDIRECT COST RATE FOR MoDNR
2022	7/28/21	$ 2,685,296,130.80	0 %

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.

EXHIBIT B

City of Springfield, Missouri

0 75 150 300 Feet

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.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
030

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	416010	102937	00000	$555,000	American Rescue Plan Act (ARPA) Federal Grant Revenues through Missouri Department of Natural Resources
Net Revenue Adjustment						$555,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	509110	102937	00000	$555,000	Division Street & Ohara Avenue Stormwater Improvement
Net Expenditure Adjustment						$555,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating $555,000 of federal ARPA grant funds for the Division Street and Ohara Avenue stormwater improvement project.

Requested By:

Dan Smith 10-10-2023
Department Head Date

Approved By:

10-10-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-245
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-246 (HORTON)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design of a sidewalk along Mt. Vernon Street and Miller Avenue, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $130,385 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a federal Transportation Alternatives Program Grant Agreement with the Missouri Highways and Transportation Commission and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $130,385 to appropriate the federal grant funds.

BACKGROUND INFORMATION: This Transportation Alternatives Program ("TAP") Grant Agreement allows for reimbursement of up to 80 percent ($130,385) of the total estimated design cost of $162,981 for a sidewalk along Mt. Vernon Street and Miller Avenue. The approximate limits of the project would be along Mt. Vernon from Lulwood Avenue to Westgate Avenue and on Miller Avenue from Tarkio Street to Mt. Vernon Street.

The proposed sidewalk would provide walkable routes from residential homes to neighborhood amenities and Willard Intermediate Schools.

The required minimum local match of 20 percent ($32,596) would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted.

Supports the following 2022 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 TAP funds for Design and Construction of this project. While not guaranteed, an additional $869,236 in TAP funding could become available for the

construction phase of the project with approval of Final Design Plans from MoDOT. Public Works recommends approval of this Council bill and budget adjustment.

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 10/6/2023

Attachments:
1. Mt Vernon Transportation Alternative Grant_ord
2. Mt. Vernon Transportation Alternatives Prog Grant Agree_exhA
3. Mt. Vernon Transportation Alternatives Prog Grant BA_exhB

One-rdg. X
P. Hrngs. _____
Pgs. 16
Filed: 10-10-23

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-246 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Transportation Enhancements Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design of a sidewalk along Mt. Vernon Street and Miller Avenue, and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $130,385 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

_____

WHEREAS, the City and the Missouri Highways and Transportation Commission ("MHTC") desire to coordinate the use of transportation enhancement funds to allow the City to design a sidewalk along Mt. Vernon Street, from Lulwood Avenue to Westgate Avenue, and Miller Avenue, from Tarkio Street to Mt. Vernon Street; and

WHEREAS, total estimated design costs for the project are $162,981; and

WHEREAS, the grant allows for reimbursement of up to 80 percent ($130,385) of the total cost for design; and

WHEREAS, the required 20 percent local match ($32,596) will be provided through the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted for the project.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funding in the amount of $130,385 from the MHTC for the purpose of designing a sidewalk along Mt. Vernon Street and Miller Avenue, and to do those things necessary to receive and disburse such funds, including entering into an agreement substantially

the same as the document attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The budget of the City of Springfield for Fiscal Year 2023-2024 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 034, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5901(829)
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

Pedestrian and required improvements along Mount Vernon Street from west of S Casa Grande Ave to east of S West Gate and Miller Avenue from south of Tarkio to Mount Vernon.

The general location of the project is shown on attachment 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. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) 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.

(5) 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.

(6) 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.

(7) 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, creed, 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, creed, 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 (7) 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.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) 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 Federal Highway Administration (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.

(12) 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.

(13) 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 this 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.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City’s failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) 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. The federal share for the Preliminary Engineering Phase of this project will be **80%** percent not to exceed **$130,385.** 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.

(17) 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. The City shall repay any progress payments which involve ineligible costs.

(18) 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.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (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.

(23) 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.

(24) 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.

(25) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(26) 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.

(27) 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.

[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

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By _____

Title _____

ATTEST:

By _____

Title _____

By _____

Title _____

By _____

Title _____

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

Exhibit A - Location of Project

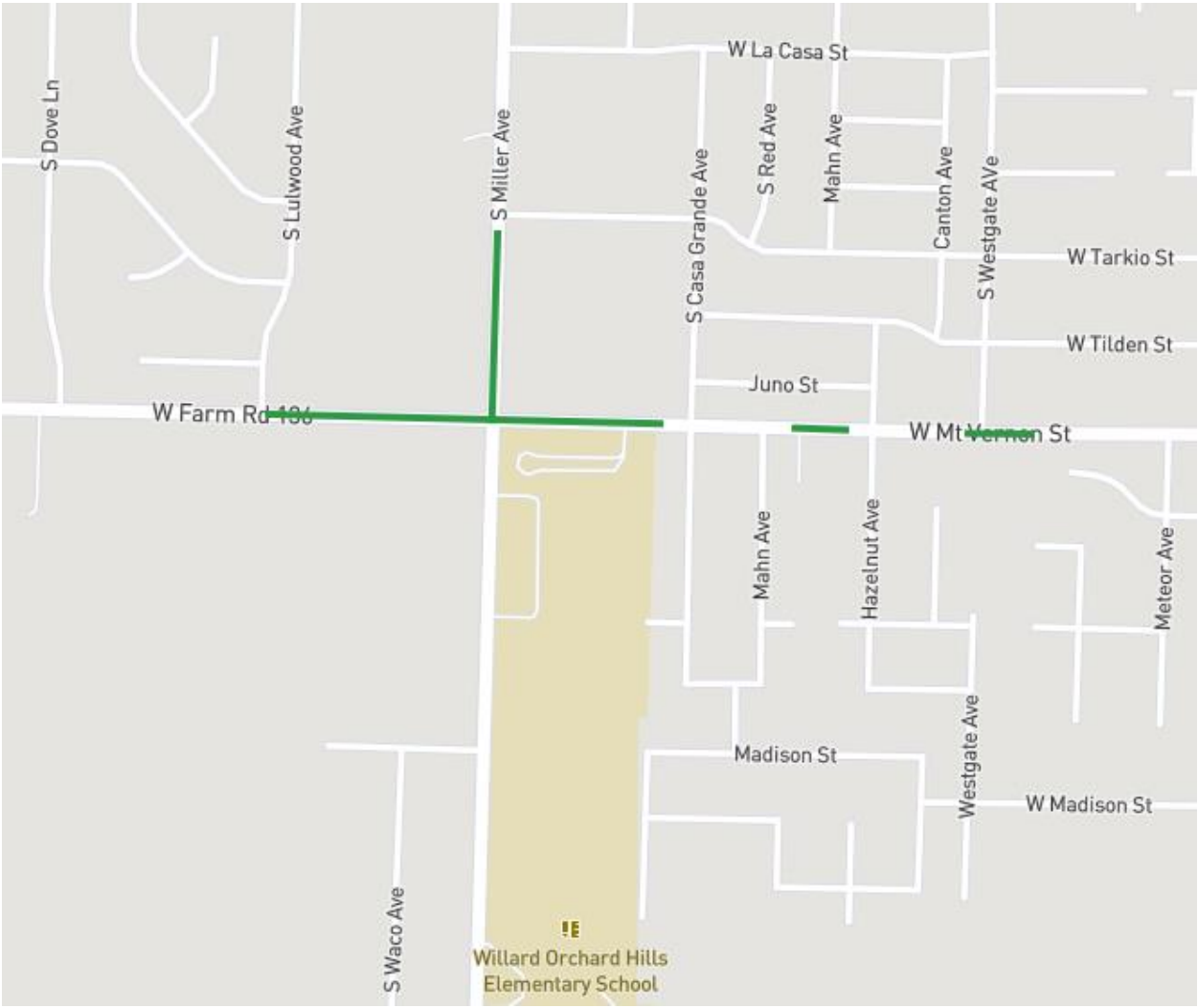

Exhibit B – Project Schedule

Project Description: TAP-5901(829) Design and construction of pedestrian facilities along Mount Vernon Street and Miller Street.

Task	**Date**
Date funding is made available or allocated to recipient	September 2024
Engineering Services Contract Approved	April 2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	August 2024
Plans, Specifications & Estimate (PS&E) Submittal	December 2024
Plans, Specifications & Estimate (PS&E) Approval	January 2025
Construction Contract Award or Planning Study completed **(REQUIRED)**	March 2025

*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 a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

***DRAFTER'S NOTE**: Print Form 1273 from the following website and attach as Exhibit C http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf.*

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	$130,385	Transportation Alternatives Program (TAP) Federal Grant Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						$130,385	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	000000	00000	$130,385	Design of Mt. Vernon Street & Miller Avenue Sidewalks
Net Expenditure Adjustment						$130,385	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 Budget by appropriating $130,385 of federal TAP grant funds for the partial funding of the design of sidewalks along Mt. Vernon Street & Miller Avenue.

Requested By:

Dan Smith 10-10-2023
Department Head Date

Approved By:

10-10-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-246
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-247 (MCGULL)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design and construction of a multi-use path through Smith Park connecting Jordan Creek Trail to Division Street, and to do those things necessary to receive and disburse such funds, including entering into an agreement; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $115,242 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a federal Transportation Alternatives Program Grant with the Missouri Highways and Transportation Commission and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $115,242 to appropriate the federal grant funds.

BACKGROUND INFORMATION: This Transportation Alternatives Program ("TAP") Grant Agreement allows for reimbursement of up to 80 percent ($115,242) of the estimated total design cost of $144,052 for design and construction associated with the construction of a 10-foot multi-use path through Smith Park connecting to Division Street, including Rectangular Rapid Flashing Beacons at Weller Avenue and Division Street. This path will connect the existing Jordan Creek Trail to the newly constructed 10-foot path along Division Street and provide safety improvements for pedestrians.

The required minimum local match is 20 percent ($28,810). Of this amount, an estimated $25,600 would be funded by the Parks Department and an estimated $3,210 would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program. Both match funding sources are already budgeted.

Supports the following 2022 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 TAP funds for this project. Public Works recommends approval of this Council bill and budget adjustment.

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 10/6/2023

Attachments:
1. Smith Park Transportation Alternative Grant_ord
2. Smith Park Transportation Alternatives Prog Grant Agree_exhA
3. Smith Park Transportation Alternatives Prog Grant BA_exhB

One-rdg. X
P. Hrngs. _____
Pgs. 28
Filed: 10-10-23

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-247 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting federal transportation enhancement grant funds to support design and construction of a multi-use path through Smith Park connecting Jordan Creek Trail to Division Street, and to do those things necessary to receive and disburse such funds, including entering into an agreement; amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $115,242 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

_____

WHEREAS, the City and Missouri Highways and Transportation Commission ("MHTC") desire to coordinate the use of transportation enhancement funds to allow the City to construct a multi-use path through Smith Park connecting Jordan Creek Trail to Division Street; and

WHEREAS, total costs for the project are estimated at $144,052; and

WHEREAS, the grant allows for reimbursement of up to 80 percent ($115,242) of the total cost for design and construction; and

WHEREAS, the required local match is 20 percent ($28,810); and

WHEREAS, matching funds for construction will be provided by the Parks Department ($25,600) and 1/8-cent Transportation Sales Tax – Walkability Program ($3,210) and are already budgeted for the project.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funding in the amount of $115,242 from MHTC for the purpose of designing and

constructing a multi-use path through Smith Park connecting Jordan Creek Trail to Division Street, and to do those things necessary to receive and disburse such funds, including entering into an Agreement substantially the same as the document attached hereto and incorporated herein by reference as “Exhibit A.”

Section 2 – The budget of the City of Springfield for Fiscal Year 2023-2024 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5901(827)
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT

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

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

Construction of 10-foot wide multi-use path through Smith Park to division Street, including a Rectangular Rapid Flash Beacons at Weller and Division.

The general location of the project is shown on attachment 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. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) 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.

(5) 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.

(6) 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.

(7) 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, creed, 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, creed, 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 (7) 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.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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(11) 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 Federal Highway Administration (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.

(12) 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.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project TAP-5901(827) or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City’s failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

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(16) 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. The federal share for this project will be **80%** percent not to exceed **$115,242**. 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.

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(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (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.

(23) 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.

(24) 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.

(25) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(26) 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.

(27) 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.

[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

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By _____

Title _____

ATTEST:

By _____

Title _____

By _____

Title _____

By _____

Title _____

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description: TAP-5901(827)

Design and construction of 10-foot wide multi-use path through Smith park to division Street, including the addition of Rectangular Rapid Flashing Beacons at Weller and Division.

Task	**Date**
Date funding is made available or allocated to recipient	September 2023
Engineering Services Contract Approved	April 2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	August 2024
Plans, Specifications & Estimate (PS&E) Submittal	December 2024
Plans, Specifications & Estimate (PS&E) Approval	January 2024
Construction Contract Award or Planning Study completed **(REQUIRED)**	March 2025

*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 a Supplemental Agreement is required to modify this date.

FHWA-1273 -- Revised July 5, 2022

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

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.

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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
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	$115,242	Transportation Alternatives Program (TAP) Federal Grant Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						$115,242	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	000000	00000	$115,242	Design - Smith Park Multi-Use Path Connecting Division Street Including Rectangular Rapid Flashing Beacons at Division Street & Weller Avenue
Net Expenditure Adjustment						$115,242	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 Budget by appropriating $115,242 of federal TAP grant funds for the partial funding of the design of a Smith Park Multi-Use Path connecting to Division Street including rectangular rapid flashing beacons at Division Street and Weller Avenue.

Requested By:

Dan Smith 10-10-2023
Department Head Date

Approved By:

10-10-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-247
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-256 (CARROLL)

FILED: 09/29/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code," Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-350, 'Planning and zoning commission,' for the purpose of eliminating duplication and aligning the Planning and Zoning Commission procedures with best practices of other communities in the state. (Staff and Planning and Zoning Commission both recommend approval.)

PURPOSE: Amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 3, Section 36-350, for the purpose of eliminating duplication and aligning the Planning and Zoning Commission procedures with best practices of other communities in the state. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:
ZONING ORDINANCE TEXT AMENDMENT: SECTION 36-350 PLANNING AND ZONING COMMMISSION AMENDMENTS

1. The Planning and Zoning Commission initiated amendments to Section 36-350 at their meeting on September 7, 2023.
2. The proposed amendments will modify the Zoning Ordinance to eliminate language duplication and to better align Planning and Zoning Commission procedures with best practices of other communities in the state.
3. Staff has reviewed over 20 municipalities in Missouri, including Kansas City, St. Louis, Columbia, Lee's Summit, Independence, St. Joseph, O'Fallon, St. Charles, Branson, Blue Springs amongst others. The proposed Planning and Zoning Commission language is consistent with these cities.
4. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

REMARKS: The Planning and Zoning Commission held a public hearing on October 5, 2023, and recommended to approve, by a vote of 8 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 proposed text amendments are consistent with the Springfield Comprehensive Plan, State Statutes, and City Charter.

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 10/11/2023

Attachments:
1. Section 36-350 Text Amendment_ord
2. Exhibit A to Section 36-350 Text Amendment

One-rdg._____
P. Hrngs._____
Pgs._____7_____
Filed:_____10-10-23_____

Sponsored by_____Carroll_____

First Reading_____ Second Reading_____

COUNCIL BILL_____2023-256_____ GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development Code," Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-350, 'Planning and zoning commission,' for the purpose of eliminating duplication and aligning the Planning and Zoning Commission procedures with best practices of other communities in the state. (Staff and Planning and Zoning Commission both recommend approval.)

_____

WHEREAS, the Planning and Zoning Commission initiated amendments to Section 36-350 of the Springfield City Code at its meeting on September 7, 2023; and

WHEREAS, the proposed amendments would eliminate language already in the City Charter and state zoning statutes, and would better align the Planning and Zoning Commission procedures with best practices of other communities in the state; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing regarding the proposed amendments to Section 36-350 on October 5, 2023, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit A," and recommended approval of the proposed changes; and

WHEREAS, City Council now desires to adopt the proposed changes to Section 36-350 contained in this Ordinance.

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

Section 1 – Chapter 36 of the Springfield City Code, known as the 'Land Development Code," Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-350, 'Planning and zoning commission,' is hereby amended to read as follows:

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

Section 36-350. Planning and zoning commission.

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with the ~~Section 11.1, Article XI,~~ Springfield City Charter. ~~Members shall be appointed by the city council and shall serve without compensation.~~ Members ~~appointed on or after October 12, 2015,~~ shall hold office for a term of four years, as set forth in RSMo. 89.320. Members may be reappointed; however, no person shall be appointed for more than two consecutive four-year terms. ~~The commission shall elect a chairman from its appointed members.~~

(2) *Procedure.* ~~Meetings of the planning and zoning commission shall be held at the call of the chairman and at such other times as the commission may determine.~~ All meetings of the commission shall be open to the public except as otherwise provided by law. The commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions. Every recommendation or decision of the commission shall be in writing and shall contain the findings of the commission in each case, which shall be immediately filed in the office of the commission and shall be a public record.

~~(3) *Powers and duties.* The planning and zoning commission shall have the powers and duties set out in Article XI, Springfield City Charter, and in implementation thereof the commission shall:~~

~~(a) Hold public hearings and make recommendations with respect to proposed amendments to the Springfield Comprehensive Plan;~~

~~(b) Hold public hearings and make recommendations with respect to proposed amendments to the text of the zoning ordinance or proposed amendments to the official zoning map;~~

~~(c) Hold public hearings and make recommendations with respect to applications for conditional use permits;~~

~~(d) Hear appeals from the director of building development services with respect to site plan review decisions; and~~

~~(e) Review and make recommendations with respect to overall plans and historical themes for and the proposed designation of areas as historic districts and landmarks as submitted by the Springfield Landmarks Board.~~

(~~4~~3) *Conduct of hearings by planning and zoning commission.* Public hearings conducted by the planning and zoning commission on any matter over which it has

jurisdiction shall be subject to the following procedural rules and the commission's adopted rules of procedure:

(a) Parties in interest, neighborhood and civic organizations, and members of the public ~~Any person who has an interest in the subject matter of the hearing~~ shall be afforded an opportunity to appear and be heard at the public hearing ~~present evidence, exhibits and argument, and to question, through the chairman of the commission, witnesses on all relevant issues~~, subject to the limitations set forth in the commission's rules of procedure ~~chairman's imposition of reasonable limitations on the number of witnesses, and the nature and length of testimony and questioning~~.

~~(b) The commission shall have a written record of each public hearing and its deliberations thereon kept.~~

(~~c~~b) Members of the commission shall base their consideration of matters on which the commission conducts a public hearing upon the following ~~information and evidence~~:

1. Information and comments ~~Testimony, exhibits and argument~~ presented at the hearing, and not upon direct or indirect communication with any party or representative of such party made outside of the hearing;

2. Reports, memoranda and other materials prepared by the director of planning and development, director of building development services, director of public works, other employees of the City of Springfield or consultants in connection with the application and made a part of the record at the time of hearing;

3. Inspections of the site;

4. The Springfield Comprehensive Plan and adopted goals, objectives and policies related to community development; and

5. The knowledge of matters of fact held by members of the commission, provided any such factual matters shall be made a part of the record at the time of the hearing~~; and any party to the hearing shall be given the opportunity to refute, expand upon or explain any such factual matters~~.

(~~d~~c) The commission shall adopt, and may from time to time amend, such additional procedural rules as it may deem necessary or desirable for the efficient and orderly conduct of its business. Copies of such rules shall be available in the office of the director of planning and development.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability

nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

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

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 5, 2023

Section 36-350 Text Amendment
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a request to amend Section 36-350 to modify the Zoning Ordinance to eliminate language duplication and to align Planning and Zoning Commission procedures with best practices of other communities in the state.

Mr. Scott wants clarification of 8- or 12-year terms for members.

Ms. Burris noted that it is for 8 years.

Mr. Colony and Mr. Scott asked for further clarification about a retiring member and how the rest of the term would be served.

City staff discussed different options and how the appointment would be fulfilled.

Ms. Broekhoven opened the public hearing.

No speakers.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:
Mr. Lebeck motioned to **approve** Section 36-350 Text Amendment (Citywide). Mr. Knuckles seconded the motion. Ayes: Broekhoven, Pauly, Ridge, Scott, Colony, Lebeck, Scott and Gunther. Nays: None. Abstain: None. Absent: Jobe.

Bob Hosmer, AICP
Planning Manager

EXPLANATION TO COUNCIL BILL 2023-249 (HARDINGER)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 6, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2023-2024 in the amount of $860,000.

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule or Schedules of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2023-2024 in the amount of $860,000.

BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment and spread the costs over several years. The financing term is five years. At the end of the five-year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 6 will be used to purchase equipment (vehicle, trucks, mowers, exercise equipment, a skid loader, and specialized equipment) for Parks and Golf. This financing allows Parks and Golf to address their capital needs on an ongoing basis.

The transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 6.47 percent. This is a five-year financing with quarterly payments.

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 10/6/2023

Attachments:
1. Parks Lease Agreement_ord
2. Exh 1-3 - Parks Lease Agreement

3. Exh 4 - Parks Lease Equipment Summary for FY2024 9.29.23 with BA

One-rdg. _____
P. Hrngs. _____
Pgs. 40
Filed: 10-10-23

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-249 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into Schedule of Equipment No. 6, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2023-2024 in the amount of $860,000.

_____

WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield, Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor (the "Lessor"), pursuant to which the City will from time to time lease certain equipment on a tax-exempt basis from the Lessor pursuant to schedules of equipment thereto, on a year-to-year basis with an option to purchase the Lessor's interest in such equipment; and

WHEREAS, the City desires to obtain funds to pay the costs of acquiring and installing equipment for the Parks Department (as further described in Schedule No. 6 defined below) (the "Equipment"); and

WHEREAS, the Finance Department has obtained a competitive rate quotation for the financing; and

WHEREAS, the Equipment will be acquired and installed in accordance with the City's Purchasing Manual; and

WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring and installing the Equipment, it is necessary and desirable for the City to take the following actions:

1. Enter into Schedule of Equipment No. 6 to the Master Lease (which incorporates the terms and conditions of the Master Lease), in substantially the form attached hereto as “Exhibit 1” (“Schedule No. 6”), with the Lessor, the party determined by the City to have submitted the most favorable proposal in response to the City’s request, pursuant to which the City, as lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor’s interest in the Equipment; and

2. If determined to be necessary by the City, enter into an Escrow Agreement relating to Schedule No. 6 in substantially the form attached hereto as “Exhibit 2” (the “Escrow Agreement”) with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 6 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 6.

3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 6 in substantially the form attached hereto as “Exhibit 3” (the “Tax Certificate”), setting forth certain representations, facts, expectations, terms, and conditions relating to the use and investment of the proceeds of Schedule No. 6.

(Schedule No. 6, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the “City Documents”); and

WHEREAS, the maximum annual payments for Schedule No. 6 for the Equipment are appropriated in the Fiscal Year 2023-2024 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 6; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2023-2024 for the acquisition and installment of the Equipment has been recommended and approved by the City Manager.

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

Section 1 − The financing of the Equipment is hereby approved, with the final terms to be set forth in the City Documents, in a form approved by the City Attorney, upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager’s approval thereof and the City’s approval thereof.

Section 2 − The City Manager, or his designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially the form and content as those attached hereto and incorporated herein by reference as “Exhibit 1,” “Exhibit 2,” and “Exhibit 3” with such changes therein as shall be consistent with the

terms of this Ordinance and as are approved by the City Attorney and City Manager, the City Manager's signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest said Seal.

Section 3 − The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 6 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter, or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 6 constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of Schedule No. 6 will be construed so as to give effect to such intent.

Section 4 − The City Council hereby amends the budget for the City for Fiscal Year 2023-2024 in the accounts and in the amounts as shown on Budget Adjustment 035, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 4."

Section 5 − The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 − The officers of the City, including the City Manager, Finance Director, City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable and are consistent with the intent of this Ordinance in order to carry out and perform the purposes of this Ordinance and to make any changes or additions to the foregoing agreements, statements, instruments, and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 − The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition and installment of the Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition and installment of the Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 6 in an amount of $860,000.

Section 8 − This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

Gilmore & Bell, P.C.
Draft-September 23, 2023

SCHEDULE OF EQUIPMENT NO. 6

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 6 dated as of November 15, 2023 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (as amended and supplemented, the "Master Agreement" and, as further amended and supplemented by this Schedule, the "Lease"), each between The Central Trust Bank, DBA Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2022. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2022.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition and installation of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: November 15, 2023.

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 6

EQUIPMENT DESCRIPTION

Equipment Description:
The Equipment consists of the following equipment for use by Lessee's Park Department, as further described below:

Description	Estimated Cost
One (1) Utility Truck (Park Operations)	$ 75,806
Five (5) Zero Turn Mowers (Park Operations)	90,000
One (1) Wide Area Mower	66,794
One (1) Salt Chemical Application Truck (Park Operations)	62,374
One (1) Skid Loader (Park Operations)	109,000
One (1) Utility Truck (Park Operations)	69,328
One (1) Vehicle (Park Administration)	42,250
Fitness Equipment (Family Centers)	29,000
Fitness Equipment (Family Centers)	29,000
Fitness Equipment (Family Centers)	29,000
Two (2) Zero Turn Mowers (Dickerson Park Zoo)	24,550
Radios and Safety Vets (Park Ranger)	16,500
Electrical Blinds (Special Facilities)	6,000
Playground Equipment (Special Facilities)	27,000
One (1) Sweep Fill (Golf Courses)	8,000
One (1) Rough Area Mower (Golf Courses)	106,250
One (1) Zero Turn Mower (Golf Courses)	31,500

together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to The Central Trust Bank, DBA Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of November 15, 2023, among Lessor, Lessee and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 6

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: $860,000

Interest Rate: 6.47%; 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price*
2/15/2024	$ 35,473.56	$ 13,910.50	$ 36,762.95	$823,237.05
5/15/2024	35,473.56	13,315.86	37,357.59	785,879.46
8/15/2024	35,473.56	12,711.60	37,961.85	747,917.61
11/15/2024	35,473.56	12,097.57	38,575.88	709,341.73
2/15/2025	35,473.56	11,473.60	39,199.85	670,141.88
5/15/2025	35,473.56	10,839.54	39,833.91	630,307.97
8/15/2025	35,473.56	10,195.23	40,478.22	589,829.75
11/15/2025	35,473.56	9,540.50	41,132.95	548,696.80
2/15/2026	35,473.56	8,875.17	41,798.28	506,898.52
5/15/2026	35,473.56	8,199.08	42,474.37	464,424.15
8/15/2026	35,473.56	7,512.06	43,161.39	421,262.76
11/15/2026	35,473.56	6,813.93	43,859.52	377,403.24
2/15/2027	35,473.56	6,104.50	44,568.95	332,834.29
5/15/2027	35,473.56	5,383.59	45,289.86	287,544.43
8/15/2027	35,473.56	4,651.03	46,022.42	241,522.01
11/15/2027	35,473.56	3,906.62	46,766.83	194,755.18
2/15/2028	35,473.56	3,150.17	47,523.28	147,231.90
5/15/2028	35,473.56	2,381.48	48,291.97	98,939.93
8/15/2028	35,473.56	1,600.35	49,073.10	49,866.83
11/15/2028	35,473.51	806.60	49,866.83	0.00
Totals	$1,013,468.98	$153,468.98	$860,000.00	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

Exhibit 2

Gilmore & Bell, P.C.
Draft-September 23, 2023

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of November 15, 2023, and entered into among **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, "Lessor"), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri ("Lessee"), and **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS,** a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, "Escrow Agent").

Name of Acquisition Fund:	"City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 6"
Amount of Deposit into the Acquisition Fund:	$860,000

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 6 dated as of November 15, 2023 (the "Schedule") to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Agreement," and together with the Schedule, the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the "Acquisition Fund") to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition and installation of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition and installation of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor's interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out

any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of $-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be 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.

[Signature page follows.]

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
ESCROW AGENT

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Central Trust Bank, DBA Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of November 15, 2023 (the "Escrow Agreement"), among The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 6 dated as of November 15, 2023 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

Quantity	Serial Number	Item	Amount

Payee: _____
_____
_____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

(1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.

(2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

(3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20___.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR

By:_____
Title:_____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20___.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By:_____
Title:_____

EXHIBIT C

AUTHORIZED LESSEE REPRESENTATIVES

City of Springfield, Missouri
Acquisition Fund established by the Escrow Agreement,
dated as of November 15, 2023 (the "Escrow Agreement"), among
The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor ("Lessor"),
City of Springfield, Missouri, as lessee ("Lessee"), and
The Central Trust Bank, DBA Central Bank of the Ozarks,
in its capacity as escrow agent (the "Escrow Agent")

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

David Holtmann	_____	417-864-1632
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

Exhibit 3

Gilmore & Bell, P.C.
Draft-September 23, 2023

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "**Tax Certificate**"), is executed as of November 15, 2023, by the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 6 dated as of November 15, 2023 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of $860,000 (collectively, the "**Lease**"), entered into by and between the City, as lessee, and The Central Trust Bank, DBA Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the "**Lessor**").

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

"Acquisition Fund" means the "City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 6" established pursuant to the Escrow Agreement dated as of November 15, 2023, among

the City, the Lessor and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent.

"Annual Compliance Checklist" means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

"City" means the City of Springfield, Missouri.

"Closing Date" means November 15, 2023.

"Compliance Officer" means the City's Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

"Equipment" means certain equipment and vehicles for use by the City's Park Department, to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

"Gross Proceeds" means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. 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.

"IRS" means the Internal Revenue Service.

"Lease" means Schedule of Equipment No. 6, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of $860,000 (which Schedule of Equipment No. 6 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire and install the Equipment and pay certain costs of issuance in connection with the Lease.

"**Lessor**" means The Central Trust Bank, DBA Central Bank of the Ozarks, a Missouri banking corporation.

"Management Agreement" means a legal agreement defined in 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 the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

"Master Lease" means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

"Measurement Period" means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

"Non-Qualified Use" generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

"Non-Qualified User" means any person or entity other than the City.

"Opinion of Special Tax Counsel" means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

"Post-Issuance Tax Requirements" means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

"Qualified Use Agreement" means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City's governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm's-length

arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"**Regulations**" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"**Special Tax Counsel**" means Gilmore & Bell, P.C.

"State" means the State of Missouri.

"Tax Compliance File" means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

"Tax Compliance Procedure" means the City's Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

"Yield" means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of $860,000 for deposit into the Acquisition Fund. Of this amount, $850,000 will be used to acquire and install the Equipment, and $10,000 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire and install the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. If proceeds are used differently than as shown in **Section 2** of this Tax Certificate, not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition and installation of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price*. The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of $860,000, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor ($860,000).

(b) *Lease Yield*. Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 6.5223%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement*. All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General*. The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements*. As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases*. As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer*. The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists*. Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. 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 which 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 City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent*. On October 16, 2023, the governing body of the City adopted a resolution declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the resolution is attached to this Tax Certificate as **Exhibit F**. $_____ of the proceeds of the Lease will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45 of Form 8038-G. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2, and no portion of the Lease proceeds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted. The City will evidence each allocation of the proceeds of the Lease to an expenditure in writing. In addition, no reimbursement allocation will be made more than 18 months following the later of (1) the date of the expenditure or (2) the date the Equipment was placed in service.

(b) *Form 8038-G*. A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and

covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues*. The Lease constitutes a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not designated as a "qualified tax-exempt obligation" under Code § 265(b)(3).

(e) *No Federal Guaranty*. The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner*. The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance*. The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., as Special Tax Counsel, in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability*. If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions*. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

Schedule of Lease Payments

Payment Date	Amort. Pmt. No.	Interest Rate	Payments Interest	Payments Principal	Payments Total	Principal Balance	Lease Years
11/15/2023							
11/15/2023	-					$ 860,000.00	-
2/15/2024	1	6.470%	13,910.50	36,762.95	50,673.45	823,237.05	9.191
5/15/2024	2	6.470%	13,315.86	37,357.59	50,673.45	785,879.46	18.679
8/15/2024	3	6.470%	12,711.60	37,961.85	50,673.45	747,917.61	28.471
11/15/2024	4	6.470%	12,097.57	38,575.88	50,673.45	709,341.73	38.576
2/15/2025	5	6.470%	11,473.60	39,199.85	50,673.45	670,141.88	49.000
5/15/2025	6	6.470%	10,839.54	39,833.91	50,673.45	630,307.97	59.751
8/15/2025	7	6.470%	10,195.23	40,478.22	50,673.45	589,829.75	70.837
11/15/2025	8	6.470%	9,540.50	41,132.95	50,673.45	548,696.80	82.266
2/15/2026	9	6.470%	8,875.17	41,798.28	50,673.45	506,898.52	94.046
5/15/2026	10	6.470%	8,199.08	42,474.37	50,673.45	464,424.15	106.186
8/15/2026	11	6.470%	7,512.06	43,161.39	50,673.45	421,262.76	118.694
11/15/2026	12	6.470%	6,813.93	43,859.52	50,673.45	377,403.24	131.579
2/15/2027	13	6.470%	6,104.50	44,568.95	50,673.45	332,834.29	144.849
5/15/2027	14	6.470%	5,383.59	45,289.86	50,673.45	287,544.43	158.515
8/15/2027	15	6.470%	4,651.03	46,022.42	50,673.45	241,522.01	172.584
11/15/2027	16	6.470%	3,906.62	46,766.83	50,673.45	194,755.18	187.067
2/15/2028	17	6.470%	3,150.17	47,523.28	50,673.45	147,231.90	201.974
5/15/2028	18	6.470%	2,381.48	48,291.97	50,673.45	98,939.93	217.314
8/15/2028	19	6.470%	1,600.35	49,073.10	50,673.45	49,866.83	233.097
11/15/2028	20	6.470%	806.60	49,866.83	50,673.43	-	249.334
Total			153,468.98	860,000.00	1,013,468.98		2,372.009

Lease Statistics

Principal amount	$ 860,000.00	Day-Count Method	30/360
Interest rate	6.470%	Computed Payment Amount	$50,673.45
Dated date	11/15/2023	Actual Payment Amount	$50,673.45
Issue date	11/15/2023	Days of accrued interest	-
First interest payment	2/15/2024	Accrued interest	$0.00
First principal payment	2/15/2024	Lease years	2,372.009
Last payment	11/15/2028		
No. of principal payments per year	4	Weighted avg. maturity (years)	2.7581
Total no. of principal payments	20	Lease yield	6.522326%
Denomination	0.01	Net interest cost	6.470000%

Proof of Arbitrage Yield				
Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 6.52233%	Present Value to 11/15/2023
11/15/2023				
11/15/2023	-	-	1.0000000	-
2/15/2024	90	50,673.45	0.9840825	49,866.85
5/15/2024	180	50,673.45	0.9684183	49,073.10
8/15/2024	270	50,673.45	0.9530035	48,291.97
11/15/2024	360	50,673.45	0.9378340	47,523.28
2/15/2025	450	50,673.45	0.9229060	46,766.83
5/15/2025	540	50,673.45	0.9082156	46,022.42
8/15/2025	630	50,673.45	0.8937591	45,289.85
11/15/2025	720	50,673.45	0.8795326	44,568.95
2/15/2026	810	50,673.45	0.8655326	43,859.52
5/15/2026	900	50,673.45	0.8517555	43,161.39
8/15/2026	990	50,673.45	0.8381976	42,474.37
11/15/2026	1,080	50,673.45	0.8248556	41,798.28
2/15/2027	1,170	50,673.45	0.8117259	41,132.95
5/15/2027	1,260	50,673.45	0.7988053	40,478.22
8/15/2027	1,350	50,673.45	0.7860902	39,833.90
11/15/2027	1,440	50,673.45	0.7735776	39,199.85
2/15/2028	1,530	50,673.45	0.7612642	38,575.88
5/15/2028	1,620	50,673.45	0.7491467	37,961.85
8/15/2028	1,710	50,673.45	0.7372222	37,357.59
11/15/2028	1,800	50,673.43	0.7254874	36,762.93
Total		1,013,468.98		860,000.00
Yield Target Amount:				
Principal			860,000.00	
Original issue premium/discount			-	
Sale proceeds			860,000.00	
Accrued interest			-	
Total				860,000.00
Difference				0.00
Lease yield				6.5223263%

EXHIBIT B

IRS FORM 8038-G

[To be prepared by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Schedule No. 6") financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 6 dated November 15, 2023 ("Schedule No. 6") to Master Equipment Lease Purchase Agreement dated as of October 25, 2019, each between The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.
Placed in service date of the Equipment:	
Name of Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No

Item	Question	Response
4 **Other Use**	Was any other agreement entered into with an individual or entity (including the federal government and any of its agencies) that grants special legal rights to any portion of the Equipment?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
5 **Arbitrage Rebate; Yield Restriction**	1. Were the Gross Proceeds of the Lease invested and spent in accordance with the Tax Certificate? If No, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File. If Yes, answer question (b) below. 2. Has the City established any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease? If Yes, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File.	☐ Yes ☐ No ☐ Yes ☐ No

By: Compliance Officer: _____

Date Completed: _____

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

$860,000
SCHEDULE OF EQUIPMENT NO. 5 DATED NOVEMBER 15, 2023 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019,
BETWEEN
THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the "City"), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the "Lease") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on November 15, 2023 (the "Closing Date"), by the City. The Lease was executed and delivered in order to provide funds needed to acquire certain equipment and vehicles for use by the Parks Department of the City (the "Equipment") and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of November 15, 2023, among the City, The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor, and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring and installing the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the "Description of Equipment" listed in **Exhibit C** to the City's Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and

retained as purchaser's discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:
_____
Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI DETERMINING ITS INTENT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES.

WHEREAS, the City of Springfield, Missouri (the "City") has made certain capital expenditures in connection with the acquisition of a mower, truck, and certain other equipment for use by the City's parks department (the "Equipment"), prior to the date of this resolution, and the City expects to make additional capital expenditures for the Equipment in the future.

RESOLVED, that the City intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of bonds or other obligations to be issued by the City or other political subdivision or governmental entity for the benefit of the City (the "Obligations").

FURTHER RESOLVED, that the maximum principal amount of Obligations expected to be issued for the Equipment is $850,000.

* * * * *

The undersigned hereby certifies that the foregoing resolution was duly adopted by the City Council of the City of Springfield, Missouri on _____, 2023.

_____
City Clerk

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
035

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	408070	000000	00000	$ 560,283.00	Lease proceeds for Public Parks
20120	16	80010	408070	000000	00000	72,053.00	Lease proceeds for 2001 Parks Operating Sales Tax
20130	16	80010	408070	000000	00000	80,199.00	Lease proceeds for 2006 Parks Operating Sales Tax
57010	16	25010	408070	000000	00000	147,465.00	Lease proceeds for Golf
Net Revenue Adjustment						$ 860,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80520	508120	000000	00000	75,806.00	Utility truck (1) - Park operations
20110	16	80570	508170	000000	00000	90,000.00	Zero-turn mowers (5) - Park operations
20110	16	80570	508170	000000	00000	66,794.00	Wide area mower (1) - Park operations
20110	16	80520	508120	000000	00000	62,374.00	Salt chemical applications truck (1) - Park operations
20110	16	80520	508170	000000	00000	109,000.00	Skid loader (1) - Park operations
20110	16	80520	508120	000000	00000	69,328.00	Utility truck (1) - Park operations
20110	16	80010	508120	000000	00000	42,250.00	Vehicle (1) - Park administration
20110	16	82550	501190	000000	10065	38,216.00	Chesterfield Family Center fitness equipment
20110	16	80010	509350	000000	00000	6,515.00	Cost of issuance
20120	16	82550	501190	000000	10101	38,216.00	Doling Family Center fitness equipment
20120	16	88030	508220	000000	00000	6,000.00	Electric blinds - Parks special facilities
20120	16	88030	508170	000000	00000	27,000.00	Playground equipment - Parks special facilities
20120	16	80010	509350	000000	00000	837.00	Cost of issuance
20130	16	82550	501190	000000	10092	38,216.00	Dan Kinney Family Center fitness equipment
20130	16	87510	508170	000000	00000	24,550.00	Dickerson Park Zoo Zero turn mowers (2)
20130	16	80040	508130	000000	00000	16,500.00	Park Rangers Radios and Safety Vests
20130	16	80010	509350	000000	00000	933.00	Cost of issuance
57010	16	25010	508170	000000	10354	8,000.00	Sweep and fill (1) - Rivercut
57010	16	25010	508170	000000	10354	106,250.00	Rough area mower (1) - Rivercut
57010	16	25010	508170	000000	10409	31,500.00	Zero-turn mower (1) - Stewart
57010	16	25010	509350	000000	00000	1,715.00	Cost of issuance
Net Expenditure Adjustment						$ 860,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating equipment lease procueeds for Parks for FY2024 operating needs.

Requested By:
10-10-2023
Department Head Date

Approved By:
10-10-2023
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2023-249
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-250 (HOSMER)

FILED: 09/26/2023

ORIGINATING DEPARTMENT: Human Resources

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

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

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Article 18 – Wages of the CBA, the City, and SPOA, entered into discussions.

The SPOA has requested that the City agree to amend the language in Section 2.2 "Dues & Payroll Deduction" as the SPOA is seeking to allow payroll deductions for certain non-bargaining unit members, including lieutenants, captains, or majors, so that such individuals may direct payroll reductions for dues and to participate in the SPOA's voluntary Dental, Vision, Short Term Disability, Chiropractic, and Life Insurance programs. All parties agree that lieutenants, captains and majors are not part of the bargaining unit and this amendment does not make them part of the bargaining unit.

The Seventh Amendment is attached to the Council Bill as "Exhibit 1," and was ratified by the bargaining unit on October 5, 2023. It amends Article 2–SPOA Rights, subsection 2.2 Dues & Payroll Deduction. This Seventh Amendment to the Agreement was reached voluntarily. This Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

REMARKS: The recommendations and explanations contained herein are consistent

with City Council's policies. It is respectfully requested that City Council approve this Seventh Amendment to The SPOA Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 10/3/2023

Attachments:
1. 7th Am to SPOA CBA_ord
2. Ex. 1 7th Am to SPOA CBA

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 10-10-23

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2023-250 SPECIAL ORDINANCE _____

AN ORDINANCE

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

_____

WHEREAS, the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, ("SPOA") are the parties to a certain Collective Bargaining Agreement effective July 1, 2021 (the "CBA"); and

WHEREAS, the City established a team (the "City's team") for the purposes of acting as the City's exclusive agent in collectively bargaining; and

WHEREAS, the SPOA requested changes to Section 2.2 "Dues & Payroll" of the CBA to expand the payroll deductions to include certain non-bargaining unit members (lieutenants, captains, and majors); and

WHEREAS, the City's team is agreeable to amending Section 2.2 "Dues & Payroll" and reached a tentative agreement with the SPOA to enter into the Seventh Amendment to the CBA to amend Section 2.2 "Dues & Payroll," said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit voted to ratify the proposed Seventh Amendment on October 5, 2023; and

WHEREAS, the proposed Seventh Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – Having reviewed and considered the Seventh Amendment to the CBA, which is attached hereto and incorporated herein as “Exhibit 1,” City Council hereby approves entering into the Seventh Amendment as a final and binding amendment to the CBA.

Section 2 – City Council hereby authorizes the City Manager, or his designee, to execute and deliver the Seventh Amendment to the CBA to the SPOA. City Council also authorizes the City Manager to enter into and execute any future agreements with the SPOA involving interpretations of language in the CBA, including any amendments thereto.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

SEVENTH AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

This Seventh Amendment ("Seventh Amendment") is to the collective bargaining agreement ("CBA") between the City of Springfield, Missouri ("City") and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA").

Whereas, the City and SPOA are parties to a July 1, 2021, CBA, regarding the bargaining unit defined in the CBA and the CBA was previously amended by First, Second, Third, Fourth, Fifth, and Sixth Amendments;

Whereas, the SPOA has requested that the City agree to amend the language in Section 2.2 "Dues & Payroll Deduction" as the SPOA is seeking to allow payroll deductions for certain non-bargaining unit members, including lieutenants, captains, or majors so that such individuals may direct payroll reductions for dues and to participate in the SPOA's voluntary Dental, Vision, Short Term Disability, Chiropractic, and Life Insurance programs;

Whereas, all parties agree that lieutenants, captains and majors are not part of the bargaining unit and this amendment does not make them part of the bargaining unit; and

Whereas, the City is amenable to making the requested changes;

Now therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council, the parties agree to amend section 2.2 "Dues & Payroll Deduction" of the CBA, as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)* and to be effective upon execution:

2.2 Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a recruit, officer, corporal, ~~or~~ sergeant, l*ieutenant, captain, or major* (including such employees that are probationary employees)*,* to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, Short Term Disability, Chiropractic and Life Insurance programs, There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

_____	_____
Andrew Zinke, President SPOA 22	Jason Gage, City Manager
_____	_____
Date	Date

Certification that this Seventh Amendment to the July 1, 2021, SPOA CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____
David Holtmann, Director of Finance

Approved as to form:

_____
City Attorney or Assistant City Attorney

EXPLANATION TO COUNCIL BILL 2023-251 (HARDINGER)

FILED: 09/27/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," for multiple purposes, including but not limited to the following: aligning the Merit Rules with the City's Code and Charter in light of recent Charter changes approved by voters in April 2023; furthering the City's diversity and inclusion goals; clarifying specific provisions within the Merit Rules; adding or reordering certain definitions; and addressing language that is no longer utilized.

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending portions of the Merit Rules for multiple purposes, including but not limited to the following: aligning the Merit Rules with the City's Code and Charter in light of recent Charter changes approved by voters in April 2023; furthering the City's diversity and inclusion goals; clarifying specific provisions within the Merit Rules; adding or reordering certain definitions; and addressing language that is no longer utilized.

BACKGROUND INFORMATION: The primary focus of the recommended updates to language throughout the Merit Rules is to align the recent changes approved by the citizens of Springfield in Charter Amendment No. 2023-1, which was previously approved and recommended by City Council to be placed on the ballot via General Ordinance 6771 on January 9, 2023.
The over-arching goal for making changes is to integrate modernized workforce needs, provide options and flexibility for present-day workforce demands to remain competitive in the ever-changing job market and continue the City's efforts to be an employer of choice within the community.

Proposed changes include revisions to numerous subsections within twenty-seven different rule sections, as detailed in the ordinance. Several proposed changes impact the definitions listed in Rule 1 to streamline definitions and reorder them alphabetically. Additionally, several of the proposed changes to multiple rules are recommended to reflect the City's continued efforts to emphasize the City's commitment to valuing diversity and inclusion by removing specific pronoun references from the language to support this goal. The remaining changes are proposed to clarify and adjust language to mirror current protocols and improve existing processes to gain efficiencies.

The following Merit Rules are recommended for amendment and clarification:

1 Definitions

2.2 Coverage and Amendment of Rules
2.3 Certification of Payrolls
3 Classified Service & Exceptions Therefrom
4.1 Constitution
5.1 Notices of Examination
5.2 Minimum Qualifications for Filing
5.3 Filing Applications
5.4 Disqualification of Applicants
5.7 Rating Examinations
5.9 Oral Examinations
5.10 Veterans Preference
5.14 Examination Records
6.4 Duration of Registers
6.8 Promotion of Register
7.6 Certification of Names from the Re-Employment List
8.1 Filling of Vacancies
8.2 Probationary Appointment
8.3 Provisional Appointment
8.5 Temporary Appointment
8.6 Variable Hour Appointment
8.7 Contract Employee Appointment
8.8 Seasonal Employee Appointment
8.9 Temporary Employee Appointment
8.10 Intern Appointment
8.11 Re-Employment
8.12 Reinstatement
8.13 Reinstatement – Disability Pensioners
9.1 Nature, Duration, and Purpose
9.2 Conditions Preliminary to Regular Status
10.1 Promotions
10.2 Transfer
10.3 Demotion
11.2 Change of Address
11.5 Outside Employment
11.6 Attendance
11.9 Purpose of Property
12.1 General Provisions
12.2 Layoffs
12.2.1 Temporary Layoff Classified Services
12.2.2 Temporary Layoffs - Temporary, Provisional or Probationary Employees
12.3 Forms of Disciplinary Action
12.4 Causes for Disciplinary Action
12.6 Resignations
12.7 Retirement
12.8 Disability

12.9 Return of City Property
12.10 Rights of Employees Upon Terminating
13.1 Appeal from Examination Rejection
13.2 Appeal from Examination Rating
13.4 Appeal from Dismissals, Demotions, Suspensions or Reductions in Compensation
13.4.1 Providing for Due Process Hearing for Certain Employees
13.5 Grievance Procedure
13.6 Personnel Board Hearing
15.2 Leave Records
15.4 Records of the Department of Human Resources
16.2 Preparation and Content of Class Specifications
16.4 Allocation of Existing Positions
16.5 Allocation of New Positions
16.7 Class Titles and Codes
16.8 Interpretation and Use of Class Specifications
17.1 Compensation Plan
17.2 Full-time Basis of Salary Rates
17.3 Computation of Salaries of Part-time Employees
17.4 Compensation of Temporary, Contract, Variable Hour, Intern and Seasonal Employees
17.6 Use of City-Owned Vehicles
17.7 Partial Reimbursement for Purchase of Computers
18.1 Entrance Salary Rates
19.2.1 Change of Work Shift
19.2.2 Emergency Calls
19.5 Employee Performance Incentive Programs
20.1 Compensation for Absence on Holidays
21.1 Vacation Leave
21.2 Sick Leave
21.4 Military Induction Leave
21.5 Military Training Leave
21.7 Funeral Leave
21.7.1 Funeral Leave – PAT and FPS Schedules
21.8 Jury Leave
21.10 Emergency Conditions
21.11 Vacation Leave Transfer Program
22.3 Payment of Health and Medical Insurance When Disabled
22.4 Injuries - Not Covered by Workers' Compensation
23.1 Responsibilities of the Director of Human Resources
23.2 Employee Requests for Classification and Pay Adjustments
24.5 Allowance for Commissioned Police Employees Residing in CDBG Areas
24.6 Communications Allowance
25.1 City Health Care Plan
25.4 Cafeteria Plan

26.5 Policy Administrator
27.1 Administration of the Family Medical Leave Act of 1993
27.3 Substitution of Paid Leave
27.4 Leave Taken Intermittently or on a Reduced Leave Schedule
28.1 Administration of the Employee Assistance Program
28.4 EAP Records Confidentiality
28.5 Mandatory Referral to the Employee Assistance Program
28.6 Appeal Rights

The proposed changes to Merit Rules one (1) through sixteen (16) and twenty-three (23) through twenty-six (26) that fall under the scope of the Personnel Board's review were presented to the Board for its review and consideration at its September 15, 2023 administrative meeting. The Board unanimously approved the recommended changes and the Board requested they be forwarded to City Council for consideration.

REMARKS: The City's Human Resources staff recommends the amendments to the Merit Rules as contained in this Council Bill.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 10/3/2023

Attachments: 1. Merit Rule Changes_ord

One-rdg. _____
P. Hrngs. _____
Pgs. 51
Filed 10-10-23

Sponsored by Hardinger

First Reading _____ Second Reading _____

COUNCIL BILL 2023-251 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," for multiple purposes, including but not limited to the following: aligning the Merit Rules with the City's Code and Charter in light of recent Charter changes approved by voters in April 2023; furthering the City's diversity and inclusion goals; clarifying specific provisions within the Merit Rules; adding or reordering certain definitions; and addressing language that is no longer utilized.

_____

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

NOTE: Underlined language (other than section numbers) is being added and ~~stricken~~ language is being deleted.

Section 1 – Those Merit Rule Changes requiring Personnel Board approval having been approved by the Personnel Board, Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that amendments are made to Merit Rules 1 (a, g, h, i, j, k, l, m, n, o, p, q, t, u, v, w, x, y, z, and aa); 2.2; 2.3; 3; 4.1; 5.1; 5.2; 5.3 (a); 5.4; 5.7; 5.9; 5.10; 5.14; 6.4(a); 6.8; 7.6; 8.1; 8.2; 8.3; 8.5; 8.6; 8.7; 8.8; 8.9; 8.10; 8.11; 8.12; 8.13; 9.1; 9.2; 10.1 (b, c, and e); 10.2 (a); 10.3 (b); 11.2; 11.5; 11.6; 11.9; 12.1; 12.2 (b); 12.2.1 (a, e, g, and h); 12.2.2; 12.3; 12.4 (h, i, l, o, and p); 12.6; 12.7(b); 12.8; 12.9; 12.10; 13.1(a); 13.2(b); 13.4; 13.4.1; 13.5(a), (b)(2, 6, and 7), and (c); 13.6 (a, b, d, i(3), and j); 15.2; 15.4 (a, c, d, and e); 16.2; 16.4; 16.5; 16.7 (e(2)); 16.8 (d); 17.1; 17.2; 17.3; 17.4; 17.6; 17.7 (a); 18.1 (a, b, and c); 19.2.1; 19.2.2; 19.5 (a and d); 20.1; 21.1 (a), (c)(1 and 4(cc)) and (g); 21.2 (a, b, c.1, f, h, and j); 21.4 (b); 21.5; 21.7; 21.7.1; 21.8; 21.10; 21.11; 22.3; 22.4(a); 23.1; 23.2; 24.5 (c(1)); 24.6; 25.1(b and d); 25.4(a and c); 26.5(a); 27.1; 27.3; 27.4; 28.1; 28.4; 28.5; and 28.6:

RULE 1 - DEFINITIONS

(a) **"Appointing Authority"** means the official or group of officials authorized to make appointments to positions in City service. Typically the City Manager, a department head authorized by the City Manager, or Administrative Board; however can include the acting City Manager or an acting department head that has been authorized by the City Manager.

(g) ~~**"Unclassified Service"** includes all those positions specifically defined by the City Charter as being in the unclassified service. An "unclassified position" is a position in the unclassified service~~. "**Classified Service**" shall comprise all positions not specifically included in the unclassified service by the City Charter. A "classified position" is a position in the classified service.

(h) ~~"**Classified Service**" shall comprise all positions not specifically included in the unclassified service by the City Charter. A "classified position" is a position in the classified service.~~ **"Continuous Recruitment"** means a type of recruitment declared when either a position is difficult to fill due to the job market, when there is an anticipated need for recurring eligibles, when there are a number of vacancies available simultaneously, or when there is a specialty area required that is difficult to recruit for. The testing and/or interview process during continuous recruitment is ongoing. Names of eligible candidates may be added to and removed from the Eligibility List on an on-going basis in order to fill vacancies in a timely manner.

(i) ~~**"Continuous Recruitment"** means a type of recruitment declared when either a position is difficult to fill due to the job market, when there is an anticipated need for recurring eligibles, when there are a number of vacancies available simultaneously, or when there is a specialty area required that is difficult to recruit for. The testing and/or interview process during continuous recruitment is ongoing. Names of eligible candidates may be added to and removed from the Eligibility List on an on-going basis in order to fill vacancies in a timely manner.~~ **"Demotion"** means a change in the rank of an employee from a position in one class to a position in another class having a lower pay grade, such that the maximum pay for the new pay grade is lower than the maximum pay grade the employee is moving from. A demotion may be voluntary or for cause.

(j) ~~**"Demotion"** means a change in the rank of an employee from a position in one class to a position in another class having a lower pay grade.~~ **"Department"** means the Department of Human Resources.

(k) ~~**"Department"** means the Department of Human Resources.~~ **"Direct Appointment"** means appointment to a position by an appointing authority, without the need for an open competitive process. Direct Appointments need

not be made from an established register, but are subject to approval of the Director.

(l) ~~**"Eligible"** refers to a person who has made a passing score on any examination required under these Rules and who has been qualified for placement on a register.~~ **"Director"** means the Director of Human Resources for the City who is responsible for personnel administration of the City.

(m) ~~**"Emergency Employee"** means an employee appointed under the provisions of Section 8.4.~~ **"Eligible"** refers to a person who has made a passing score on any examination required under these Rules and who has been qualified for placement on a register.

(n) ~~**"Employee"** means a person appointed to a position in the City Service for which the person is compensated on a full-time or part-time basis.~~ **"Emergency Employee"** means an employee appointed under the provisions of Section 8.4.

(o) ~~**"Director"** means the Director of Human Resources of the City who is responsible for personnel administration of the City.~~ **"Employee"** means a person appointed to a position in the City Service for which the person is employed on a full-time or part-time basis, in a regular, contract, temporary, variable hour, seasonal, or intern position.

(p) **"Position"** means an office or employment (whether on a part-time~~,~~ or full-time~~,~~ basis in a regular, temporary, contract, variable hour, seasonal, or intern position ~~or regular, occupied or vacant~~) including duties requiring the services of one person.

1) **"Contract Position"** means a position not authorized as a Full-Time Equivalent (FTE) in the City's budget, filled to meet a need that is not long-term (e.g. a grant funded position) ~~on a temporary basis, but not limited to a specific duration,~~ involving a written agreement between the employee and the City. Written agreement includes scope of responsibilities, authorized wage and benefits, and contract term. An individual appointed to a contract position is a Contract Employee.

2) **"Intern Position"** means a position for a student who works, sometimes without pay, at a trade or occupation in order to gain work experience. Typically works part-time but may be approved by the Director for full-time in special circumstances. An individual appointed to an intern position is an Intern. ~~**"Regular Position"** means a position that is specifically funded as a full or partial Full-Time Equivalent (FTE) by the City's annual budget. Regular positions can be full-time or part-time.~~

3) ~~**"Seasonal Position"** means a position filled for a specific season or cyclical work program such as mowing, swimming pool operations, softball, etc. Once the season or program has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six-month period or season established in advance by the City.~~ **"Regular Position"** means a position that is specifically funded as a full or partial Full-Time Equivalent (FTE) by the City's annual budget. Regular positions can be full-time or part-time. An individual appointed to a regular position is a regular employee.

a). "Probation Position" is a type of regular position. Individuals seeking initial entry into the classified service are first appointed to a probation position which generally lasts at least six months but may be extended in accord with Rule 9. An individual appointed to a probation position is a Probationary Employee and is in the unclassified service. Upon meeting the conditions set forth in Rule 9, an employee gains status and is no longer a Probationary Employee.

4) ~~**"Temporary Position"** means a position filled to assist with an established special project, internship, or address an increase in demand for services. Temporary positions are part-time and may not exceed twenty-eight (28) hours during any work week.~~ **"Seasonal Position"** means a position filled for a specific season or cyclical work program such as mowing, swimming pool operations, softball, etc. Once the season or program has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six-month period or season established in advance by the City. An individual appointed to a seasonal position is a Seasonal Employee.

5) **"Temporary Position"** means a position filled by an employee in the unclassified service who is appointed to assist with an established short project or address a short-term increase in demand for services. An individual appointed to a temporary position is a Temporary Employee. Temporary Employees are part-time employees and may not exceed twenty-eight (28) hours during any work week.

6) **"Variable Hour Position"** means a position not authorized as a full or partial Full-Time Equivalent (FTE) in the City's annual budget, and that is part-time and may be scheduled anywhere from 0 – 28 hours per week, or on an as-needed basis, depending on the department's needs, however, shall not exceed twenty-eight (28) hours during any work week. Hours worked and schedules will vary. An individual appointed to a variable hour position is a Variable Hour Employee.

(q) **"Probation"** ~~means the first six (6) months of service following appointment~~

~~or promotion to any position in the classified service,~~ refers to either the time spent in a Probationary Position as a Probationary Employee, or alternatively, the first six (6) months after promotion to any position in the classified service, plus any extension approved in accordance with these Rules and is the examination period during which the employee can be removed by the appointing authority without right to appeal or hearing if the employee's work performance does not meet required standards.

(t) ~~**"Re-employment List"** means the separate list of names of employees with status established and maintained under the provisions of Section 8.6.~~ **"Reduction in Pay or Compensation"** means a reduction in base pay resulting from reducing an employee's base pay to a lower step within that employee's pay grade and shall not include benefits such as overtime pay, extra pay resulting from temporary assignments, out-of-title pay, extra pay for hazardous duties or adverse weather conditions, such as officers operating motorcycles or officers working the canine patrol, working at the landfill or other similar situations.

(u) ~~**"Register"** means any official list of eligible persons for a particular class of positions placed in order according to rank based on the examination records, which shall be used for selection for probationary appointment to a position in the classified service.~~ **"Re-employment List"** means the separate list of names of employees with status established and maintained under the provisions of Section 8.11.

~~1) **"Exhausted Register"** means an Eligibility List which has become so depleted that there are less than three scores on the register.~~

~~2) **"Inadequate Register"** means an Eligibility List in which the number of scores required to certify names for multiple vacancies is less than the number of eligible scores the department is entitled to receive. For example, a department has two vacancies and is therefore entitled to four scores. The current Eligibility List only has three scores and is therefore valid but inadequate.~~

(v) ~~**"Status"** means the acquisition of tenure with all rights and privileges appertaining thereunto after satisfactory completion of the probationary period by an employee in the classified service.~~ **"Register"** means any official list of eligible persons for a particular class of positions placed in order according to rank based on the examination records, which shall be used for selection for probationary appointment to a position in the classified service.

1) **"Exhausted Register"** means an Eligibility List which has become so depleted that there are less than three scores on the register.

2) **"Inadequate Register"** means an Eligibility List in which the number

of scores required to certify names for multiple vacancies is less than the number of eligible scores the department is entitled to receive. For example, a department has two vacancies and is therefore entitled to four scores. The current Eligibility List only has three scores and is therefore valid but inadequate.

(w) ~~**"Transfer"** means a movement of any employee from one position to another having the same pay grade whether in the same class or in another class. When the latter movement occurs, the requirements for the two different classes must be so related that the employee in one class would qualify for the other class as an eligible transfer without having to apply and compete for the position the employee is moving to. If the two classes are not so related, the employee must apply and compete for the class the employee is interested in transferring to even though the movement would be a lateral move and no change in salary grade.~~ **"Seniority"** shall be based upon continuous service with the City of Springfield, Missouri, with no break in service.

Departmental seniority shall be determined by the date on which an employee is permanently transferred or assigned to a given department.

Job seniority shall be determined for any particular employee by the date on which the employee is appointed or assigned to a given position.

(x) ~~**"Seniority"** shall be based upon continuous service with the City of Springfield, Missouri, with no break in service~~.
~~Departmental seniority shall be determined by the date on which an employee is permanently transferred or assigned to a given department.~~
~~Job seniority shall be determined for any particular employee by the date on which the employee is appointed or assigned to a given position.~~ **"Status"** means the acquisition of tenure with all rights and privileges appertaining thereunto after satisfactory completion of the probationary period by an employee in the classified service.

(y) ~~**"Reduction in Pay or Compensation"** means a reduction in base pay resulting from reducing an employee's base pay to a lower step within that employee's pay grade and shall not include benefits such as overtime pay, extra pay resulting from temporary assignments, out-of-title pay, extra pay for hazardous duties or adverse weather conditions, such as officers operating motorcycles or officers working the canine patrol, working at the landfill or other similar situations.~~ **"Temporary Appointment"** means a position filled pursuant to Rule 8.5 to assist with an established special project, or address a short-term increase in demand for services.

(z) **"Transfer"** means a movement of any employee from one position to another

having the same pay grade whether in the same class or in another class. When the latter movement occurs, the requirements for the two different classes must be so related that the employee in one class would qualify for the other class as an eligible transfer without having to apply and compete for the position the employee is moving to. If the two classes are not so related, the employee must apply and compete for the class the employee is interested in transferring to even though the movement would be a lateral move and no change in salary grade.

(aa) **"Unclassified Service"** includes all those positions specifically defined by the City Charter as being in the unclassified service. An "unclassified position" is a position in the unclassified service.

2.2 Coverage and Amendment of Rules

(a) These Rules shall cover all employees in the classified service. Although employees in the unclassified service are not unconditionally subject to these Rules, they ~~shall be considered regular employees and~~ shall be covered by all Rules except where, by virtue of their content, they would logically be construed as concerning only the classified service. Notwithstanding, if a Rule is directly contrary to a specific provision of a current collective bargaining agreement ratified by the City, the contrary Rule, in this limited circumstance, does not control. In such limited case, the specific provision of the collective bargaining agreement will control.

(b) Any officer, employee or citizen who feels that these Rules are working or are apt to work an unnecessary hardship on the officer, employee or citizen, or that the efficiency of the City Service can be improved by amendment to these Rules may consult with the Director ~~of Personnel~~ or the City Manager. The Director ~~of Personnel~~ shall decide whether to grant a hearing with the Personnel Board. The Director ~~of Human Resources~~ may consult with the City Manager regarding whether to grant such a hearing.

2.3 Certification of Payrolls

No disbursing or auditing officer of the City shall make or approve or take any part in making or approving any payment for personal services to any person holding a position in the classified service unless the payroll or account of such pay bears the certification of the Director, or the Director's authorized agent, that all appointments and other personnel transactions affecting the payroll and regarding the persons named therein are correct and proper and have been made in accordance with these Rules and the ~~Classification and Compensation Ordinance~~ salary ordinance. In instances where a transaction affecting the payroll is incorrect or improper, or ~~The Director, may,~~ for violation of these rules, the salary ordinance, or a collective bargaining agreement, the Director may ~~Classification and Compensation Ordinance or where a transaction affecting the~~

~~payroll is incorrect or improper,~~ withhold certification from an entire payroll or from any specific item or items thereon.

RULE 3 – CLASSIFIED SERVICE AND EXCEPTIONS THEREFROM

The classified service shall comprise all positions not specifically included by the City Charter in the unclassified service. The unclassified service shall include the City Manager, the City Manager's administrative assistants, all directors of departments, members of appointive commissions and boards, Municipal Court Judge, City Attorneys and assistants, City Clerk, Executive Assistant to the City Manager; Probationary Employees, Temporary, Variable Hour, Seasonal, and Contract Employees, and Interns.~~*financial, research, legal and other technical personnel employed on special occasions and those who may be employed in an advisory capacity.~~

~~* Probationary employee~~

4.1 Constitution

The Personnel Board, as appointed and organized in accordance with the provisions of Section 6.3 of the City Charter, shall not be bound by any rules of order, evidence or procedure in its meeting, hearings or investigations, except such as it may itself establish or as are established by these Merit Rules or are otherwise required by law.

5.1 Notices of Examination

Examinations for original entrance to the classified service by becoming a Probationary Employee shall be conducted on an open-competitive basis. However, at the discretion of the Director, former employees seeking reinstatement under Rule 8.12 may not be required to undergo an open-competitive examination. The Director shall give public notice of all entrance examinations at least seven (7) calendar days in advance of the closing date for receiving applications and shall make every reasonable effort to attract qualified persons to compete in the examination. For those classes in which there is expected to be a considerable and recurring need of eligibles, the Director shall establish a recruitment program which shall be both positive and continuous. Under such program, applications may be accepted at any time and examinations held whenever and wherever the Director deems it desirable for the service. Eligibles will be listed in order of rank irrespective of dates on which the examination was taken. Notice of examinations shall be posted and shall be distributed through such media as the Director may determine best suited to the positions in question. The public notice shall specify the title and salary range of the class of positions; typical duties to be performed; the minimum qualifications required; the final date on which applications will be received, except in cases where the Director approves a position be posted "Open Until Filled" which will still be posted a minimum of seven (7) calendar days but will not include a

specific closing date; and all other pertinent information and requirements.

5.2 Minimum Qualifications for Filing

Open-competitive examinations shall be open to all applicants who meet the standard of requirements fixed by the Director with regard to education, experience, age, physical condition, and such other factors as may be held to relate to the ability of the candidate to perform with reasonable efficiency the duties of the position. Any applicant taking an entrance written test for any position with the City who fails to make a passing grade may, with approval of the Director ~~of Personnel~~, retake the test at the next regularly scheduled time. Should the applicant fail to make a passing grade on the second attempt, the applicant will not be allowed to retake the test for such position until one year from the date of the second test. Failure to make a qualifying grade on a written test for a given position on the third attempt or failure to make a qualifying score before an oral board on the third attempt for the position is sufficient reason for permanent denial of any further consideration of the applicant. This Rule shall only apply to written tests and oral boards as outlined above and does not apply to other testing or evaluation methods such as skills testing, physical agility testing, and assessment centers.

[remainder of rule remains unchanged]

5.3 Filing Applications

(a) All applications for positions in the classified service <u>and applications to become a Probationary Employee</u> shall be made on forms approved by the Director ~~of Human Resources~~ and the Personnel Board. A resume alone will not be accepted as an application, but may be submitted as supplemental documentation. Said applications shall be filed with the Director on or prior to the date and time specified in the announcement, or postmarked on or before the closing date. Applications and resumes submitted for examinations announced "Open Until Filled" will be reviewed as needed to complete the employment process. For those classes for which there is to be continuous recruitment, a statement shall be included in the announcement to the effect that applications will be received until further notice. Applications may require information concerning personal characteristics, education, experience, references, and other pertinent information. When the nature of the work is such that age limits are necessary, the Director after consultation with the appointing authority, may so state in the examination announcement. All applications shall be signed and the truth of the statements contained therein certified by such signatures. Except as provided in Rule 5.2, applicants must meet the minimum qualifications specified in announcements as to education and experience, but in no case shall admittance to the examination constitute assurance of a passing grade in the evaluation of education and experience if the same is a part of the examination.

5.4 Disqualification of Applicants

The Director may disqualify and/or refuse to examine an applicant seeking employment with the City or promotion within the City if it is found that the applicant does not meet the minimum requirements for the class of positions in which the applicant applied. The applicant may also be disqualified at any time prior to appointment ~~from examination~~ or refused certification if:

[Remainder of rule remains unchanged]

5.7 Rating Examinations

In any examination for a classified position or to become a Probationary Employee, the minimum rating or standing through which eligibility on a register may be earned shall be determined by the Director. Such final rating shall be based upon a weighted average of the various parts of the total examination. All applicants for the same class of positions shall be accorded uniform and equal treatment to all phases of the rating procedure. A minimum passing score may be set for any part of the examination. Candidates may be required to attain at least a minimum score on each part of the examination in order to receive a passing grade or to be rated on the remaining parts of the examination.

5.9 Oral Examinations

When an oral examination forms a part or all of the examination for a class of position, the Director shall appoint an oral examination board consisting of two or more members. The Director may appoint qualified City employees or other qualified persons not employed by the City to serve as members of such boards. All candidates for the same class of positions who qualify for the oral examination shall be rated by the same oral examination board. When deemed appropriate by the Director due to the circumstances of the particular hiring process, including but not limited to when large numbers of persons are to be interviewed, the Director may authorize the substitution of one or more members of the oral examination board with qualified alternate members. Each substitution of such an alternate member shall be approved by the Director, or the Director's designee. A member of an oral examination board shall disclose each instance in which the member knows an applicant personally and shall refrain from rating such applicant when it is determined by the Director ~~of Human Resources~~ that the member has a relationship with an applicant that would present a conflict of interest in evaluating that applicant. A supervisor or superior/subordinate employment relationship between the board member and the applicant alone shall not constitute such a conflict of interest. Examples of relationships that may present a conflict of interest would include spousal relationships, and current or former relatives, and current or past close social or personal relationships between the member and the applicant.

5.10 Veterans Preference

Applicants seeking to become Probationary Employees, or to be reinstated within the same month under Merit Rule 8.12 without a probationary period, who present evidence showing ~~honorable~~ service in the armed forces of the United States or placement on the reserve list with honorable discharge therefrom, who have met the minimum requirements imposed for each test, and who have received at least the passing grade required for eligibility, shall have added to their earned gradings an additional five (5) points on the basis of 100. When the total of all testing components in a selection process is not converted to a 100-point scale, the Director will approve a reasonable veteran's preference. All such persons except Police and Fire Department applicants, who are suffering service-connected disability of at least 10% compensable disability rating, based on the findings of the United States Veterans Administration, shall have added to their earned gradings 10 points on the basis of 100. Proof of eligibility for the preference provided shall be furnished to the Director ~~of Personnel~~ through submission of ~~by the person claiming preference of the discharge granted to the veteran or through whom preference is claimed or~~ a properly certified copy of such discharge, and in the case of a disabled veteran, additionally, a recent certificate from the Veterans Administration of the United States, showing service-connected disability to exist. Veterans preference shall apply only to entrance examinations. Retention in the service in the case of reduction in force or abolition of positions for lack of work or funds shall be based solely on ability to perform properly the duties of the position and on relative length of efficient service. No credit shall be allowed in the case of any kind of discharge other than honorable or general under honorable conditions.

5.14 Examination Results

The Director shall be responsible for the maintenance of all records pertinent to examination programs.

The Director ~~of Human Resources~~ may destroy the application and examination material of applicants who fail or fail to appear for the examination or who are permanently rejected. The application and examining material of all other applicants shall be kept in accordance with City records retention requirements.

6.4 Duration of Registers

(a) The normal life of a register shall be for six (6) months from the date of the establishment of such list. The life of a register for an "Open Until Filled" job posting begins either upon certification of eligible candidates to the hiring department in accordance with 7.2.1, or after sufficient recruitment efforts have been made resulting in the establishment of a valid register with the appropriate number of candidates and scores as outlined in 7.2. A register may, upon the written request of the department head and approval of the Director ~~of Personnel~~

or designee, be extended for not more than one year beyond the original date of its expiration. The maximum life of an Open Until Filled register is 18 months from the original date of establishment.

6.8 Promotion Register

After each competitive promotional examination held in accordance with Rule 10, the Director shall prepare a register of persons with passing grades. All fractional scores shall be rounded off to the nearest whole number. The names of individuals shall be placed on the register in the order of their final rating, starting with the highest final rating. All ties in final score shall be placed on the register in order of city seniority as determined by the Director~~ of Personnel~~.

7.6 Certification of Names from the Re-Employment List

Whenever a request is received for certification from the open-competitive register, the Director shall, if a re-employment list exists for that position, certify only the names of the three (3) top persons on such list. The appointing authority may make ~~his~~ a selection from any of the names certified from the re-employment list.

8.1 Filling of Vacancies

All positions in the classified service which are not filled by transfer, promotion or demotion shall be filled by employees who were probationary appointments~~,~~ and have earned status per Rule 9, re-employment, reinstatement, temporary appointment, promotional appointment, emergency appointment or provisional appointment. Positions other than probationary appointments and which are in the unclassified service (*e.g.* contract, temporary, variable hour, seasonal) are appointed by Direct Appointment.

8.2 Probationary Appointment

The appointment as a Probationary Employee ~~to a regular position in the classified service~~ through certification in accordance with Rule 7 from an open-competitive register shall constitute probationary appointment.

8.3 Provisional Appointment

When an appointing authority finds it essential to fill a position and the Director ~~of Personnel~~ is unable to certify eligibles for such position because there is no existing appropriate register or because there is an insufficient number of persons on appropriate registers who are willing to accept appointment, the Director ~~of Personnel~~ may authorize the appointing authority to fill the position by means of provisional appointment. No provisional appointment shall be made without the prior approval of the Director, ~~of Personnel,~~ and no payment shall be

made without prior approval of the Director, ~~of Personnel,~~ and no payment shall be made for services rendered by the appointee prior to such approval. A provisional appointment shall expire when an appropriate register has been prepared but in no case shall exceed six (6) months from the date of such appointment.

8.5 Temporary Appointment

Appointment for short-term ~~or seasonal~~ employment may be made as is necessary to carry on the City's business. Appointments of this type shall normally be made from established employment lists. If no list exists or if certification from lists is impracticable because of non-availability of eligibles for temporary work, the Director ~~of Personnel~~ may authorize the temporary appointment of any qualified individuals to be designated by the appointing authority. The length of a temporary appointment shall be no more than six (6) months in any one year. In certain cases, such as special work projects, however, the length of a temporary appointment may, with the approval of the Director, ~~of Personnel,~~ be governed by the duration of the project. The acceptance or refusal by an eligible of a temporary appointment shall not affect the eligible's standing on the regular employment list. For a temporary employee not certified from an eligible list to be considered for a regular position the temporary employee must first pass the entrance examination and be placed on the appropriate list. In the event a temporary employee is appointed on a regular basis, such appointment may be retroactive to the date of the temporary employee's last appointment on a temporary basis providing there has been no break in service. Pay increases, vacation, and sick leave accumulation may be based on the date of this last appointment. Credit for temporary service shall not exceed one year nor shall any credit be given for temporary service prior to the last appointment.

[Remainder of rule unchanged]

8.6 Variable Hour Employee Appointment ~~Re-Employment~~

~~The appointment of a person from a re-employment list provided under Section 6.7 of these Rules shall constitute re-employment. A person so re-employed shall be subject to the successful completion of a probationary period in accordance with Rule 9.~~

Variable hour appointments are made where employee schedules are flexible and varied, based on City operations. Variable hour employees will work on a part-time or as-need basis, and will never exceed 28 hours worked per week.

8.7 Contract Employee Appointment ~~Reinstatement~~

~~An employee with status who has resigned or been laid off through no fault of the employee may be reinstated to a position of the same class within one (1) year~~

~~from the effective date of separation. Such reinstatement shall be made only with the prior approval of the Director and shall be subject to the successful completion of a probationary period in accordance with Rule 9. An employee, who terminates employment and is reinstated in the same calendar month and year, shall have their probationary period waived upon reinstatement. The Director's approval of a reinstatement shall include a finding that the candidate meeting the current qualifications for the class of positions.~~

~~An employee with status who has been found by the Personnel Board after hearing the employee's appeal, to have been improperly dismissed for political, religious or ethnic reasons shall, with approval of the City Manager, be reinstated to his former position or a position of like status and pay, without loss of pay for the period of his separation.~~

Contract employee appointments are made to meet a need that is not long-term (*e.g.* a grant funded position) involving a written agreement between the employee and the City. The written agreement includes scope of responsibilities, authorized wage and benefits, and contract term.

8.8 ***Seasonal Employee Appointment*** ~~***Reinstatement - Disability Pensioners***~~

~~Notwithstanding any other provision of the Springfield City Code and provisions of the Police and Fire Departments' pension plan to the contrary, an employee who had status at the time the employee was disabled and who is receiving a disability pension may be reinstated to the position held by the employee at the time of the employee's disability, provided the following conditions are met:~~

~~(a) That the disabled pensioner has provided medical proof in accordance with Section 70.680, RSMo, if the employee is under provisions of the Local Government Employees' Retirement System or medical proof under Section 29-27 of the Springfield City Code if the employee is a member of the Police and Fire Departments' pension system, that said employee is physically and mentally able and capable of resuming the employee's duty as an employee in the position held by the employee at the time of the employee's disability retirement.~~

~~(b) That the same job position exists as part of the City service, which position has funds appropriated therefor.~~

~~In the event the above conditions are met, the Director shall place the pensioner in an existing vacancy in the same position and at a pay level comparable to that previously paid to the pensioner. In the event there no longer exists in the City service the position held by the employee at the time of the employee's disability retirement, the City shall offer the pensioner the closest comparable position in the City service for which the pensioner is qualified.~~

~~In the event there is no job vacancy for the position and in the event the pensioner has greater longevity than an employee who is currently in the~~

~~position, the Director of Human Resources shall cause the position to be filled by the employee who has the greatest longevity in such position with the City service. Employees who are laid off as a result of filling said position shall be entitled to those provisions set forth in Rule 12.2.~~

~~The director of the department has the discretion to require that the employee take training programs required of other employees and that such employee successfully complete such training programs.~~
Seasonal employee appointments are for a specific season or cyclical work program such as mowing, swimming pool operations, softball, etc. Once the season or program has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six-month period or season established in advance by the City.

8.9 Temporary Employee Appointment

Temporary employee appointments are to assist with an established short project or address a short-term increase in demand for services. The length of a temporary employee appointment shall be no more than six (6) months in any one year. In certain cases, such as special work projects, however, the length of a temporary employee appointment may, with the approval of the Director, be governed by the duration of the project. Temporary employees are part-time employees and may not exceed twenty-eight (28) hours during any work week.

8.10 Intern Appointment

Intern appointments are for a student who works, sometimes without pay, at a trade or occupation in order to gain work experience. Typically works part-time but may be approved by the Director for full-time work in special circumstances.

8.11 Re-Employment

The appointment of a person from a re-employment list provided under Section 6.7 of these Rules shall constitute re-employment. A person so re-employed shall be subject to the successful completion of a probationary period in accordance with Rule 9.

8.12 Reinstatement

An employee with status who has resigned or been laid off through no fault of the employee may be reinstated to a position of the same class within one (1) year from the effective date of separation. Such reinstatement shall be made only with the prior approval of the Director and shall be subject to the successful completion of a probationary period as a Probationary Employee in accordance with Rule 9. An employee, who terminates employment and is reinstated in the same calendar month and year, shall have their probationary period waived upon

reinstatement. The Director's approval of a reinstatement shall include a finding that the candidate meeting the current qualifications for the class of positions.

An employee with status who has been found by the City Manager, after a Personnel Board hearing on the employee's appeal, to have been improperly dismissed for political, religious or ethnic reasons shall, with approval of the City Manager, be reinstated to the employee's former position or a position of like status and pay, without loss of pay for the period of the employee's separation.

8.13 Reinstatement - Disability Pensioners

Notwithstanding any other provision of the Springfield City Code and provisions of the Police and Fire Departments' pension plan to the contrary, an employee who had status at the time the employee became disabled and who is receiving a disability pension may be reinstated to the position held by the employee at the time of the employee's disability, provided the following conditions are met:

(a) That the disabled pensioner has provided medical proof in accordance with Section 70.680, RSMo, if the employee is under provisions of the Local Government Employees' Retirement System or medical proof under Section 2-475 of the Springfield City Code if the employee is a member of the Police and Fire Departments' pension system, that said employee is physically and mentally able and capable of resuming the employee's duty as an employee in the position held by the employee at the time of the employee's disability retirement.

(b) That the same job position exists as part of the City service, which position has funds appropriated therefor.

In the event the above conditions are met, the Director shall place the pensioner in an existing vacancy in the same position and at a pay level comparable to that previously paid to the pensioner. In the event there no longer exists in the City service the position held by the employee at the time of the employee's disability retirement, the City shall offer the pensioner the closest comparable position in the City service for which the pensioner is qualified.

In the event there is no job vacancy for the position and in the event the pensioner has greater longevity than an employee who is currently in the position, the Director shall cause the position to be filled by the employee who has the greatest longevity in such position with the City service. Employees who are laid off as a result of filling said position shall be entitled to those provisions set forth in Rule 12.2.

The director of the department has the discretion to require that the employee take training programs required of other employees and that such employee successfully complete such training programs.

9.1 Nature, Duration, and Purpose

The first six (6) months of service as a Probationary Employee as well as in a position to which an employee has been probationally appointed, promoted, re-employed or reinstated under the provisions of these Rules shall constitute a probationary period; provided that, with the approval of the Director, ~~of Personnel,~~ the Department Head may have the period extended for no more than an additional six (6) months or any part thereof. Provisional and temporary appointment service in the position immediately prior to probationary appointment to and without break in service in the position shall be credited toward the probationary period. The probationary period shall be an essential part of the examination process and shall be utilized for the most effective adjustment of new employees and for the elimination of any employee whose performance does not meet the required standard of performance. Notwithstanding any other provision of the City Code to the contrary, the probationary period for any employee in the position of Police Officer shall last, commencing with the 49th Police Academy, a minimum of one year from the date of the start of the Police Officer's assigned academy but no longer than 18 months from the date of appointment as a Police Officer for those officers hired prior to the start of an academy notwithstanding any interim promotions or pay increases. The probationary period for the 37th and 38th Police Academy shall be the period applicable prior to the enactment of this one-year provision.

9.2 Conditions Preliminary to Regular Status

It shall be the responsibility of the appointing authority to provide the Director ~~of Human Resources~~ with a statement in writing to the effect that the services of each employee appointed for a probationary period have or have not been performed satisfactorily during such period and is or is not recommended to be retained in the service. The appointing authority, or the appointing authority's designee, shall provide this statement to the Director before the end of the probationary period. The Director must approve any extension of a probationary period as well as any recommendation that the employee has failed the probationary period. Additionally, it shall be the responsibility of the appointing authority or designee to provide written notification to the employee of any extension of the probationary period or of any failure to pass the probationary period, and such notification must be made at or prior to the end of the employee's probationary period. Such notification to the employee should be made in person whenever practicable. When providing in person notification is not practicable, the notification may be provided by mailing it to the employee's address maintained on the City's official roster and, in such instances, notification is considered completed upon the date of mailing. Failure to provide written notification at or before the end of the probationary period results in the employee attaining regular status.

10.1 Promotions

(b) A promotion is the filling of a position by the advancement of an employee from a position having a lower pay grade. Promotions may be made on either a competitive (internal City employees only or open to all) or non-competitive basis at the discretion of the Director, after consultation with the appointing authority. An employee who is promoted shall be required to serve a probationary period as provided in Rule 9.1. Serving a probationary period upon promotion shall not affect the employee's status in the lower class of positions.

(c) In filling a position by promotion on a competitive basis, the Director shall administer a competitive examination which shall be open to all regular City employees who meet the necessary requirements and who are serving in an appropriate class of positions as determined by the Director ~~of Personnel~~. A promotional examination may include employees in specific classes in all departments or may be limited to a single department or a subdivision as determined by the Director ~~of Personnel~~. No employee shall be deemed eligible for promotional examination whose last service rating was not satisfactory. The Director shall prepare a register as provided in Section 6.8 of Rule 6 and shall supply the appointing authority with a certificate of eligibles. Selection shall be made by the appointing authority in accordance with Rule 7 and shall be reported to the Director. Where the ability, efficiency, and qualifications of employees being considered by promotion are determined as equal, seniority shall prevail for purposes of promotion. When an open-competitive or promotional only announcement results in only one qualified regular employee who is eligible for consideration, the Appointing Authority may submit a request to the Director that the employee be promoted without any further examination. The Director shall certify that the candidate meets the minimum qualifications and is eligible for appointment.

(e) In the event an eligible employee receives valid leave orders for military service which causes the employee to be unavailable during all or part of a promotional testing process, timely notification must be provided in writing to the Director ~~of Human Resources~~ prior to the commencement of testing. Timely notification requires notice to be submitted within seven (7) days of the employee receiving the orders or the announcement of the promotional testing dates. When timely notice is provided, the Director will give due consideration to the employee in order to provide the same or equal promotional opportunities as provided to other employees not on military leave. The Director may, with discretion, consider requests that fall outside these defined parameters of timely notification for employees on military leave.

[Remainder of rule unchanged]

10.2 Transfer

(a) An appointing authority may transfer any employee from a position of a class to another position of the same class within ~~his~~ the appointing authority's organizational unit. The appointing authority shall report such action to the Director.

[Remainder of rule unchanged]

10.3 Demotion

(b) An employee may be demoted for lack of work in the employee's class or for cause, and in case of the latter only after the employee has been presented with the reasons for such demotion in writing~~, and has been allowed at least fifteen (15) calendar days to reply thereto in writing or upon request, to appear personally and reply to the appointing authority. A copy of the statement of reasons and the reply shall be filed with the Director~~. An employee with status may appeal a demotion for cause in accordance with Rule 13.

11.2 Change of Address

Employees are required to notify the ~~Personnel~~ Human Resources Department promptly of any change of address or telephone number so that employees may be contacted at all times by either telephone or mail.

11.5 Outside Employment

No ~~regular~~ employee of the City may perform any outside work which is, or can be interpreted to be, inconsistent with the employee's City work or detrimental to the best interests of the City as determined by the Director ~~of Human Resources~~. Employees desiring outside employment should first seek approval of their Department Head (or their designee) before engaging in such activity. Employees are required to submit a "request for approval" on such form as the Director may require.

Employees of the City may not engage in outside business activities while on duty nor may City property be used for anything but City functions.

11.6 Attendance

An employee shall be in attendance at regular work in accordance with these Rules and general departmental regulations. All departments shall keep daily attendance records of their employees which shall be reported to the Department of Human Resources ~~Personnel~~ on the date and in the manner prescribed by the Director ~~of Personnel~~.

11.9 Purchase of Property

Salaried officers and employees, their spouses and minor children, are prohibited from either directly or indirectly bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction. City property or property under the direction and control of the City shall not be sold at a public sale or auction to an employee or salaried officer, or the employee's or officer's ~~his~~ spouse or minor children. The City Council may determine by resolution that a sale of such property is in the best interest of the City, and upon such determination being made, such property may be sold to a salaried officer or employee, notwithstanding provisions set forth herein.

12.1 General Provisions

Except as otherwise provided in these Rules, the tenure of an employee with status shall continue during good behavior and the satisfactory performance of ~~his~~ duties.

12.2 Layoffs

(b) In the classified service, seniority, qualifications, and type of appointment shall be considered in determining the order of layoffs in the manner prescribed hereafter. For purposes of selecting the order of layoffs, if one or more employees in a particular job classification are affected, job seniority in the position shall be the determining factor unless otherwise stated herein. No employee with status is to be separated by layoff while there are P~~p~~rovisional, T~~t~~emporary, Variable Hour, Contract, E~~e~~mergency or P~~p~~robationary E~~e~~mployees serving in the City's service in the same class of positions, except that P~~p~~rovisional, T~~t~~emporary, Variable Hour, Contract, E~~e~~mergency or P~~p~~robationary E~~e~~mployees may be retained if no regular employee desires and qualifies for such positions except provisions of this Rule shall not apply to employees hired pursuant to Federal or State grants unless displaced City employees qualify and can legally displace employees hired pursuant to Federal or State grants.

12.2.1 Temporary Layoff Classified Service

(a) All T~~t~~emporary, Variable Hour, Contract, P~~p~~rovisional and P~~p~~robationary E~~e~~mployees shall be laid off before laying off any employee in the classified service. ~~All temporary, provisional and probationary employees shall be laid off pursuant to provisions set forth in Rule 12.2.2.~~

(e) An employee in the classified service who is laid off pursuant to such provisions shall be entitled to reinstatement when the layoff is completed for purposes of computing the length of service for such employee the period of the layoff shall not be deducted therefrom except for the purpose of retirement.
(g) An employee who is laid off pursuant to provisions set forth herein shall not be entitled to earn or take any vacation, compensatory time or holidays during

the period of the layoff except upon the employee ending ~~terminating~~ employment with the City whereby the employee will be eligible for any payouts allowed by these rules.

(h) Except as provided in part (g) above, in ~~In~~ the event an employee elects to ~~terminate~~ end employment during the layoff, then the employee shall lose all rights and any benefits under provisions of this rule or Rule 12.2.

~~*12.2.2 Temporary Layoffs - Temporary, Provisional or Probationary Employees*~~

~~Notwithstanding any other provisions of the Springfield City Code to the contrary, the appointing authority may lay off a temporary, provisional or probationary employee in the service of the City whenever it determines in its discretion that there is a shortage of funds or work. Upon the appointing authority making such a determination, it may lay off employees in accordance with the following provisions:~~

~~(a) The appointing authority shall notify the employee as soon as practical, but not later than the second day after it has determined that the layoff is to occur.~~

~~(b) An employee who is laid off pursuant to this provision shall be entitled to reinstatement when the layoff is completed if there is work and funds available.~~

~~(c) An employee laid off pursuant to this provision shall not be entitled to any City benefits unless such benefits are specifically set forth in this Rule.~~

12.3 Forms of Disciplinary Action

Disciplinary action may take any of the following forms: dismissal, demotion, suspension, or reduction in compensation.

An employee under the classified service who is dismissed, demoted, suspended or reduced in compensation shall be notified immediately, in writing, setting forth specific reasons for such action, and shall be notified of ~~his~~ the employee's right to appeal to the Personnel Board under Rule 13.4.

[Remainder of rule unchanged]

12.4 Causes for Disciplinary Action

(h) The employee is offensive in ~~his~~ conduct or language in public or towards the public, City officials, or employees, either on or off duty.

(i) The employee is incompetent or inefficient in the performance of the duties of ~~his~~ the employee's position.

(l) The employee has failed to pay or make reasonable provisions for future payment of ~~his~~ debts to such an extent that such failure be detrimental to the reputation of the City service.

(o) The employee has taken for ~~his~~ personal use from any person any fee, gift or other valuable thing in the course of ~~his~~ work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

(p) The employee has engaged in non-city ~~outside business~~ activities on City time, or has used City property for such activity in violation of Rule 11.5.

12.6 Resignations

An employee who desires to terminate ~~his~~ service with the City shall submit a written resignation to the appointing authority. Resignations shall be submitted at least fourteen (14) calendar days before the final work day. A copy of an employee's resignation with the departmental recommendation shall be filed in the employee's service record in the Department of Human Resources. The period of notice may be reduced or waived by the Director and the Director may consider any recommendation of the Department Head.

[Remainder of rule unchanged]

12.7 Retirement

(b) Retired employees may be employed under certain circumstances set forth in administrative policies recommended by the Director ~~of Human Resources~~ and approved and adopted by the City Manager.

12.8 Disability

An employee may be separated for disability when the employee cannot perform the required duties because of physical or mental impairment. An employee may at any time be required to submit to an examination by a physician designated by the City for the purpose of determining the employee's ability to perform the duties of the employee's ~~his~~ position.

12.9 Return of City Property

An employee leaving the service, whether through resignation, layoff or dismissal, is responsible for returning any City property in the employee's possession. The Director ~~of Personnel~~ is authorized to withhold an employee's final check or to make deductions for value in case where City property has not been returned by an employee leaving the service.

12.10 Rights of Employees Upon Terminating

~~Regular~~ E~~e~~mployees in a regular position who separate from the City service shall receive payment of all salary earned up to the effective date of their termination, less all authorized deductions. If the employee has been with the City at least twelve (12) months, payment shall be made for earned vacation leave in an amount not to exceed four (4) weeks accumulation unless the City Manager authorizes payment for earned vacation leave in excess of the four (4) weeks. If an employee has more than four (4) weeks of accrued vacation leave, the City Manager shall have the right to buy out the accumulated vacation leave of the employee if the employee has filed a notice to resign or retire in order to remove the employee from the City payroll records. An employee may authorize a beneficiary to receive ~~the receipt of~~ the lump sum payment for accrued vacation leave provided for herein in the event of the employee's death. The beneficiary of a deceased employee must file with the City letters of refusal or letters of administration issued from an appropriate probate court before the payout can be effectuated under this provision. An employee who refuses to accept an offer to purchase the employee's accumulated vacation leave benefits shall not be entitled to accrue any additional benefits, including vacation, sick, or holiday benefits. ~~under the Salary Ordinance or this Manual.~~ No payment shall be made for unused sick leave, except an employee hired before July 1, 1998, and on the Crafts and Trades and Laborer Schedule, the Fire Protection Schedule, the Law Enforcement Schedule, the Professional Administrative and Technical Schedule, or the Department Head Schedule after fifteen years of service with the City of Springfield, Missouri, and upon leaving the City service, other than through discharge, shall be entitled to be paid for a portion of the employee's unused sick leave as set out herein. Such employees hired before July 1, 1998, shall be entitled to be paid a sum of money to be computed as follows:

[Remainder of rule unchanged]

13.1 Appeal from Examination Rejection

(a) Any applicant whose application for admission to an open-competitive examination who has been rejected and who has been notified of such rejection and the reasons therefor, may appeal to the Director ~~of Personnel~~ for reconsideration of the applicant’s qualifications and for admission to the examination.

13.2 Appeal from Examination Rating

(b) Except as provided in Rule 5 or for correction of clerical errors, a rating in any part of an examination shall not be changed unless it has been found by the Director that a mistake has been made.~~, except as provided in Rule 5.~~ A correction in the rating of an entrance examination shall not affect a certification

or appointment that may already have been made from the register, correction in the rating of a promotional examination may affect a certification or appointment already made as provided under Rule 5.12.

13.4 Appeal from Dismissals, Demotions, Suspensions or Reductions in Compensation

(a) Any employee with status who is demoted, suspended or reduced in compensation in accordance with Rule 12 may either follow the grievance procedure in Rule 13.5 or appeal directly to the Personnel Board in accordance with Rule 13.4(c). If that employee chooses to pursue the grievance procedure, any request for a hearing by the Personnel Board must be filed in writing within five working days after the City Manager has rendered ~~his~~ a decision.

(b) Any former employee who had status at the time of dismissal under Rule 12 ~~person who has been dismissed in accordance with Rule 12~~ shall appeal only to the Personnel Board in accordance with Rule 13.4(c).

(c) When a direct appeal is made to the Personnel Board, a written request, stating the facts pertinent to the appeal, must be delivered to the Secretary of the Board (the Director of ~~Personnel~~ Human Resources) at the Director's office within fifteen (15) calendar days following the effective date of the dismissal, demotion, suspension or reduction in compensation, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next working day.

13.4.1 Providing for Due Process Hearing for Certain Employees

Any employee who has been dismissed, demoted or suspended, who is not otherwise entitled to a hearing before the Personnel Board under Rule 13.4 and who contends that the employee's constitutional rights have been violated, may request a due process hearing by filing a written request for such hearing with the Director ~~of Personnel~~ within fifteen (15) days after the dismissal, demotion or suspension. If the Director ~~of Personnel~~ determines that the employee may be entitled to a due process hearing under the Constitution of the United States or the State of Missouri, then the Director ~~of Personnel~~ shall inform a hearing officer who shall be appointed by the City Manager to hear such cases and such hearing officer shall hold a due process hearing for the purpose of determining if the employee's name or record shall be cleared. Upon hearing the case, the hearing officer shall make ~~his~~ findings of fact and conclusions of law and shall file a copy of same with the City Manager and the ~~Personnel~~ Director. The hearing officer shall have the authority to adopt rules for hearing such cases and shall have the same authority as the Board to subpoena witnesses and documents to a hearing. Such hearing shall be for the sole purpose of providing the employee an opportunity to clear the employee's name or record, and the hearing officer shall not have any authority to grant the employee any affirmative relief other

than to place in the employee's record a copy of ~~his~~the decision.

13.5 Grievance Procedure

(a) Preface

From the standpoint of the following procedures, a grievance exists when an employee feels dissatisfied or annoyed with some aspect of work over which the employee has no control.

Calm and sensible discussion between the employee and the immediate supervisor will usually resolve most employee problems. This sort of settlement, without bringing in a third party is, of course, the best way to settle most grievances. This can be done readily when both the supervisor and the employee adopt a proper attitude and show willingness to settle any differences that may exist, intelligently and on a reasonable basis.

Employees are free to seek answers to any question and adjustment of any grievances without discrimination, coercion, restraint or reprisal. Supervisors and higher authorities shall see that all questions, complaints, and grievances receive prompt, impartial, and systematic consideration in attempting to reach satisfactory adjustments.

The following procedures are to be followed by employees who sincerely believe that they have reason to complain; desire that their complaint be reviewed by their immediate supervisor and by higher authority if necessary, and ~~who~~ desire~~s~~ remedial action.

(b) General Provisions

(2) The employee is assured freedom from discrimination, coercion, restraint or reprisal in presenting ~~his~~ a grievance.

(6) In this procedure, dissatisfaction on someone's part is implied in the movement of the complaint from one step to the next.

The time procedure may be extended by mutual consent of all parties concerned and approval of the Director ~~of Personnel~~.

(7) If for any reason it is impossible for the steps in this procedure to be followed as outlined, the procedure may, with the consent of all parties concerned and approval of the Director ~~of Personnel~~, be revised to fit the needs.

(c) Steps of the Procedure

[Note: “Step” language is underlined in original and is not a new change]

Step a - The employee may explain orally the situation to the immediate supervisor.

The supervisor shall, either alone or in collaboration with superiors, reach a decision and communicate it orally to the employee within two working days of the supervisor being told of the situation causing the grievance. (Every possible effort should be made to settle minor complaints at this stage.)

Step b - If the grievance is not settled at the first step, the employee may within three working days write up an appeal setting forth the facts with reference to those sections of the Manual on which the grievance is based and present it to the Department Head. The Department Head shall obtain all pertinent information about the case up to this point from the departmental file. The Department Head may hold a conference with all parties concerned if it is deemed necessary.

Within three working days of receipt of the appeal, the Department Head shall notify the employee and the employee's supervisor of a decision in writing.

Step c - If the grievance is not settled at the second step, the employee may file with the Department of ~~Personnel~~ Human Resources an appeal to the City Manager. The Director ~~of Personnel~~ shall assemble the facts of the case and present them to the City Manager. The City Manager may hold a conference with the persons concerned in the case, if it is deemed necessary.

Within ten working days following receipt of both the appeal, and the facts assembled by the Director ~~of Human Resources~~, the City Manager shall present a decision in writing to the Department Head and the employees.

13.6 Personnel Board Hearing

(a) Responsibility of the Personnel Board

When ~~an~~ a classified employee shall make a complaint before the Personnel Board in a case involving the employee's dismissal, demotion, reduction in pay or suspension, it shall be the duty of the Personnel Board to ascertain to the best of its ability the facts of the case and after weighing all available evidence to report its findings to the City Manager for such disposition as the City Manager may deem appropriate.

(b) Complaint - Setting Date For Hearing

When a request for a hearing is contained in such complaint, the Board's Chair will review the complaint. After review of said complaint, the Chair of the Board will determine if the Board has jurisdiction to hear the complaint. If it is found that the Board has jurisdiction to hear the complaint, then a public hearing shall be

scheduled for a pre-selected date and time as determined by the Board, and at such time and place as designated by the Chair of the Board. In the event there is more than one complaint pending before the Board at the same time, then the Chair of the Board shall have the authority to schedule the hearings in the order that the Chair determines is the most practical method of dispensing of the claims.

Hearing dates and times are set at the discretion of the Board. When possible, h~~H~~earings will be scheduled for a pre-selected date and time during the month following receipt of the complaint, provided there is sufficient time to comply with the disclosure phase of the hearing process. When not possible or s~~S~~hould there not be sufficient time to comply with the disclosure phase of the process, then the preference is that the pre-selected date set for the next month ~~would~~ be selected. Should the complainant or their legal counsel have a conflict with the original pre-selected date and time, the hearing will be scheduled for the next available pre-selected date and time during the following month. The Board will not reschedule a hearing more than two times to accommodate counsel scheduling conflicts. If scheduling conflicts arise that do not allow the complainant or their counsel to attend one of the three dates provided by the Board, the complainant shall be deemed to have voluntarily waived the right to a hearing before the Personnel Board.

The Board reserves the right to reschedule a hearing date if it is apparent a quorum will not be available, or for other good cause shown as deemed appropriate in the sole discretion of the Board.

(d) Board Shall Have Access to Pertinent Data

In order to properly discharge its function in regard to the review of such disciplinary actions, the Board shall have access to any files, correspondence, memoranda, etc., which they feel might be pertinent to the case and shall have the right of questioning any officers or employees of the City whom they feel may be able to shed light on the circumstances involving the disciplinary action in question. No officer or employee shall be subject to disciplinary action as a result of testimony given in such a hearing, except in such cases whereby the City determines the testimony provided was false.

(i) Decisions

(3) In all cases, the findings and recommendations of the Board shall be submitted to the City Manager for consideration, who may, not later than thirty (30) days after receipt of such findings and recommendations~~,~~ and any transcript from the hearing, restore the employee to the employee's former status with or without loss of pay for the period involved; modify the original decision of dismissal, demotion, suspension or reduction in compensation; or continue with the original decision. The decision of the City Manager shall be final.

(j) Subpoena Power

The Chair of the Board shall have the power to issue subpoenas to compel witnesses to attend public or private hearings of the Board and to produce at such hearings relevant books or records with regard to a matter under appeal. Failure to comply with such subpoenas shall be punishable in Municipal Court in accordance with provisions of Section 1-7 of the Springfield City Code; provided, no such subpoena shall require any appearance sooner than seven ~~three~~ (7~~3~~) days from the date such subpoena shall be served and the party subpoenaed shall have five ~~two~~ (5~~2~~) days from the date of service to move the Chair of the Board ~~Municipal Court~~ to quash or limit the subpoena. Any such motion shall be filed with the Board's Secretary, the Director; and the filing of such a motion shall stay production. ~~If a motion is made, the Court may continue the time for compliance with such subpoena as necessary to rule on the motion but not longer than ten (10) days from the original date set for the appearance.~~ A copy of such motion is to be served upon the City Attorney as counsel for the Board.

15.2 Leave Records

The Director ~~of Personnel~~ shall install and maintain a leave record showing for each regular and contract City employee: (1) annual leave earned, used and unused; (2) sick leave earned, used and unused; and (3) any other leave with or without pay. Such records shall be the basis for any periodic reports the City Manager may require.

15.4 Records of the Department of Human Resources

(a) Except as otherwise provided in these Rules~~,~~ or by City Code, all records of the Department shall be considered public records and may be inspected, when in the public interest, upon application made to the Director during normal working hours.

(c) All existing or future personnel records of the City pertaining to the hiring, firing, disciplining or the promotion of personnel of the City shall be closed to the public, subject to opening as set forth in subparts (d) or (e) below or as provided for in Section 2-2 of the City's Code.

(d) The City Council may, by specific vote, authorize the opening of any record closed under this Section.

(e) The City Manager or the City Manager's designee has discretion, as is deemed necessary or appropriate, to open a record that is closed under provisions of Sec. 610.021 RSMo.

16.2 Preparation and Content of Class Specifications

Class specifications shall be prepared and approved by the Director ~~of Personnel~~ and, if for an executive level position and/or position that reports directly to the City Manager, then submitted to the City Manager for approval. The specifications shall define the duties and responsibilities of all positions and the minimum entrance qualifications for successful performance. In addition to the specific qualifications as set forth in the class specifications, it shall be understood that all positions require: Ability to read, write, speak, and understand the English language and to follow written and oral instructions; ability to get along with others; thoroughness, accuracy, sobriety, integrity, loyalty, and a record of orderly law abiding citizenship.

16.4 Allocation of Existing Positions

The positions subject to the Classification Plan are allocated to appropriate classes in accordance with the allocation records which shall be maintained by the Director ~~of Personnel~~.

16.5 Allocation of New Positions

The Director ~~of Personnel~~ shall study the duties and responsibilities of each new position as it is created and, on the basis of ~~his~~ <u>the</u> study, allocate it to the appropriate class.

16.7 Class Titles and Codes

(e)

(2) The City Manager may, upon the recommendation of the Director ~~of Human Resources~~, change any class title of any job position as may be necessary to appropriately reflect the duties of the position. The class title change shall not alter the previously established grade, compensation, or benefits for the job position.

16.8 Interpretation and Use of Class Specifications

(d) The qualification statements in each class specification establish minimum requirements that must be met by any individual before consideration for an appointment or promotion in the classified service. Common alternative combinations of education, training or experience, are specified in the class specifications. However, other combinations may be qualifying if deemed equivalent by the Director ~~of Personnel~~.

17.1 Compensation Plan

The City's compensation plan <u>applies to regular positions and</u> is made up of two

primary components which include internal equity and external pay competitiveness which result in salary schedules. Internal equity consists of job analysis and job evaluation procedures in order to determine each class of positions' salary grade assignment. External pay competitiveness is measured through the use of periodic salary surveys. Periodic salary surveys may include an Occupational Series survey methodology in order to make direct market comparisons and adjustments. Salary schedules are adopted by the City Council and subsequent amendments thereto.

17.2 Full time Basis of Salary Rates

Salary rates shall be bi-weekly based on full time employment at normal working hours for the respective class of positions. Salaries of temporary, variable hour, seasonal, or part time positions shall be determined as provided in Rule 17.3 and 17.4 below.

17.3 Computation of Salaries of Part time Employees

An employee who is employed on a part-time schedule shall be paid on an hourly basis to be determined by the grade of the position and the step within grade to which the employee is assigned. ~~In the case of those employees performing services of an administrative, technical or professional nature, payment for part time work may be a percentage of the step within the salary grade to which the employee's position is assigned, such percentage to reflect the approximate number of hours worked by the employee with relation to full time work.~~

17.4 Compensation of Temporary, Contract, Variable Hour, Intern and Seasonal Employees

Temporary, Contract, Variable Hour, Intern or S~~s~~easonal E~~e~~mployees shall, unless otherwise set forth in the ~~compensation~~ salary ordinance, be compensated at a rate agreed upon as appropriate by the Director ~~of Personnel~~ and the appointing authority.

17.6 Use of City-Owned Vehicles

(a) A City employee shall not use a City-owned vehicle except for the purpose of conducting City business. A City employee shall not drive a City-owned vehicle, which shall include a motorcycle, to or from the employee's place of residence before or after normal working hours except as authorized herein. The Head of a d~~D~~epartment or authorized member of an administrative board having supervisory control of an employee may authorize such employee to drive a City-owned vehicle to or from the employee's place of residence outside normal working hours when it has been determined by the City Manager after recommendation by the Department Head or Board having supervisory control over the employee that the vehicle is being used for a purpose that serves the

City and that the vehicle is not being used solely to provide transportation to or from the employee's place of residence. The City Manager shall not authorize more than seventy (70) employees to use on a permanent basis City-owned vehicles, which shall include motorcycles, outside normal business hours. In addition to the seventy (70) employees who may be permanently assigned to City vehicles, the Department Head may authorize an employee to periodically use a City vehicle for City business outside normal working hours, provided however, authorization to use a City-owned vehicle outside normal working hours shall not be granted to any employee more than twenty-five days in a calendar year. Authorization granting an employee permission to drive a City-owned vehicle outside normal working hours shall be in writing and shall be filed at the office of the administrative board or agency having supervisory control of the employee and the City Manager's office.

(b) The Chief of Police may, with the approval of the City Manager, establish a policy and procedure authorizing sworn and commissioned police department employees who reside within the Springfield city limits and are not otherwise assigned a vehicle under the provisions of the above subsection (a) to use City-owned marked police vehicles, when in other than an on duty status, including driving such vehicles to and from home and work. The policy and procedure for the use of these vehicles may be amended or discontinued in whole or part at any time in the sole discretion of the Chief of Police or the City Manager, and shall not be considered as constituting an employee benefit or form of compensation for purposes of any such amendment or discontinuance. Officers assigned vehicles under this provision shall not receive any compensation from the City for time spent driving the vehicles to and from work, or for time spent driving the vehicles while in an off-duty or extra-duty capacity, subject to any exceptions which may be described in the policy and procedure for use of these vehicles. Officers also shall receive no additional compensation for time spent keeping the assigned vehicles clean, or for time spent arranging for repair or maintenance work to be performed upon the assigned vehicles. Copies of the policy and procedure, as it may be amended from time to time, shall be kept by the Chief of Police and filed with the City Manager, the Director ~~of Human Resources~~ and the City Clerk. The provisions of the policy and procedure adopted for the use of these vehicles may differ from the provisions set out in the preceding subsection (a) as may be necessary or beneficial to further the intended purpose and benefit to the City from such use of these vehicles. Officers receiving an assigned vehicle must first sign an acknowledgement and agreement in a form to be provided by the City acknowledging their understanding of this Merit Rule and the policy and procedure, and agreeing to accept, use and be compensated for the assignment of the vehicle pursuant to the terms and conditions of the policy and this Merit Rule.

17.7 Partial Reimbursement for Purchase of Computers

(a) Purpose. The City of Springfield recognizes that the information highway is

available only through computers and with the advent of the INTERNET, computer competency becomes even more important to assure the employees of the City have the information necessary to be successful in their positions. The City Council also recognizes that the more exposure the employee has with the computer the higher the probability the employee will access the information on the computer necessary for the benefit of ~~his~~ the employee's job with the City.

18.1 Entrance Salary Rates

(a) Starting Rate on Initial Employment

Except as provided in Rules 17.3 and 17.4, o~~O~~riginal appointment to any position shall be made at the minimum rate and advancement from the entrance rate to the maximum rate within a salary range shall be by successive steps. Upon recommendation of the Department Head, the Director ~~of Human Resources~~, or designee, may approve initial compensation at a rate higher than the minimum rate in the range for the class when the needs of the service make such action warranted when considering such factors as the candidate's outstanding experiences and abilities over and above the qualification requirements specified for the class, the market pay competitiveness of the job's entry pay rate, the candidate's salary history, or that a critical shortage of applicants exists. In the latter case, except as described herein, any incumbents receiving a lower rate shall have their rates increased to the rate established for entrance of new employees. Provided that, new employees appointed to positions within the Police Department, pursuant to a lateral hiring program established by the Police Department, seeking employees with prior law enforcement experience, with the criteria and conditions of the program to be established by the Chief of Police, and approved by the City Manager, may receive an initial salary rate higher than the minimum rate, upon the recommendation the Chief of Police and approval of the Director ~~of Human Resources~~ or designee, and the City Manager. When Police Department employees are hired at a rate higher than the minimum rate for the position pursuant to the Police Department's lateral hiring program, such hiring shall not result in an increase in pay for any incumbents receiving a lower rate.

(b) Starting Rate on Return to Duty

When ~~an~~ a classified employee returns to duty in the same class of position after a separation from the City service of not more than one year, which separation was not due to circumstances detrimental to the best interests of the City, such employee shall receive the amount set forth in the same step as the employee was at immediately prior to the separation. An Employee returned to duty at the same step which the employee received at the time of separation shall remain thereat for at least such period as is normally required for advancement to the next full step.

An exception will be made if the employee, who is returned to duty, has voluntarily terminated their employment and was reinstated within the same calendar month and year of their termination. In such cases, the employee's increment/evaluation date shall remain the same as it was upon termination unless the employee has a break in service of more than one calendar day.

(c) Starting Rate on Return from Military Service

In the event of the return to duty of an employee who left the City service as a result of being inducted into the Armed Forces, the normal procedure shall be to place the employee in the step of the salary range of the previously held position which in the normal course of events the employee would occupy had the employee not left the City service.

In specific circumstances, upon recommendation of the Department Head and approval of the Director, ~~of Personnel,~~ the returning employee may be granted the same salary rate the employee received at the time of the induction or a higher rate of the range for the employee's classification than the employee would probably have occupied had the employee not left the City service but stayed on receiving only the standard annual increments. In no case, except by voluntary action, shall the employee be returned at a lower salary than the employee was receiving at the time of the induction.

In specific circumstances, when due to the interim experience and training of the employee returning from military service, said returning employee may be placed without competitive examination in a position of a higher classification than that which the employee previously occupied; provided however, that the employee possesses fully the qualifications of that class.

19.2.1 Change of Work Shift

(a) Twenty-Four-Hour Notice for all Employees.

~~An~~ A regular employee shall receive twenty four hours notice of a permanent change in ~~his~~ the employee's regular shift assignment.

(b) Less than Twenty-Four-Hour Notice (Regular CTL Employees).

When the City is required to change any regular Crafts, Trade or Laborers employee's normal work shift temporarily with less than 24-hours notice, then in that event an employee whose work shift is so changed shall be credited at time and one half for those hours worked outside the time period during which the employee's normal work shift hours occur, but only for the first such changed shift during the continuance of the changed work schedule. Such credit shall be given in cash or compensatory time off as determined under general conditions approved by the City Manager. Hours worked during the first such changed shift

which fall within the time period, during which the employee's normal work shift hours occur, shall be paid at the straight time rate.

19.2.2 Emergency Calls

All nonexempt employees, excluding ~~part time~~ Variable Hour, Contract, Seasonal, or ~~t~~Temporary employees, unless specifically authorized by contract, who report back to work for an emergency overtime assignment at the direction of proper authority after leaving their assigned place of work at the end of the regular shift, and who are officially excused before completing four hours of work, shall be credited with four hours overtime at time and one half. In the event an employee works more than four hours, all additional hours worked which are outside the time period during which the employee's normal work shift hours occur shall be at time and one half. Hours worked which are within the time period during which the employee's normal work shift hours occur shall be paid at the straight time rate. Overtime shall be given in cash or compensatory time off as determined under general conditions approved by the City Manager.

19.5 Employee Performance Incentive Programs

(a) In addition to any employee incentive programs already established by ordinance, the City Manager is authorized, in conjunction with the Director ~~of Human Resources~~ and the heads of any departments having eligible employees for a program, to develop and implement programs which provide compensation-based incentives for employee groups or individual performance in improving service and/or reducing costs. The purpose and intent of any such programs shall be to realize for the City actual and verifiable cost savings, increases in efficiency in the performance of services, and/or improvements in service through the availability of such incentive compensation.

(d) The Director ~~of Human Resources~~ and the heads of any departments having eligible employees for a program, with the approval of the City Manager, shall establish and define the size and scope of any such programs, any necessary criteria, terms and conditions for eligibility and participation in such programs, the amount and manner of payment of any incentive compensation amounts, and the commencement, continuation or termination of any such programs, within the conditions stated in this Merit Rule and otherwise to the extent not in conflict with City ordinances, the City Charter, or other provisions of law, as the City Manager may, in the City Manager's discretion, deem appropriate ~~in his discretion~~. Any such program criteria, terms and conditions shall be reasonable and readily understandable, and shall be consistent with the purpose and intent of the program as described in subsection (a) of this Merit Rule.

20.1 Compensation for Absence on Holidays

All regular employees of the City, except those granted additional vacation in lieu

of holidays, shall receive normal compensation for the ten legal holidays listed below and any other day or part of a day during which the public offices of the City shall be closed by special proclamation of the Mayor with approval of the City Council. Regular full-time and regular part time employees working less than forty (40) hours per week shall receive compensation in proportion to the average number of hours normally scheduled to work. Legal holidays to be observed are:

January 1 - New Year's Day
Third Monday in January - Martin Luther King Day
Third Monday in February - President's Day
Last Monday in May - Memorial Day
June 19 - Juneteenth
July 4 - Independence Day
First Monday of September - Labor Day
November 11 - Veterans Day
Fourth Thursday of November - Thanksgiving Day
December 25 - Christmas Day

Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-four hour shift) per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which shall be taken by the end of the last full pay period of the calendar year or will be forfeited. During an employee's first year of employment, floating holidays will be provided at the time of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, PATU, PAT-Union, CTL, CTL-Union, & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

It shall be the policy of the City to ensure that all regular employees enjoy the same number of legal holidays each year. The standards shall be the number of holidays in a particular year which will be celebrated by regular employees working a 40-hour week, Monday through Friday. For this group when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the employee shall be allowed another day off as designated by the Department Head under general regulations established by the City Manager.

For regular employees whose work week is other than Monday through Friday, the Department Head shall designate the work day that shall be observed.

Any regular employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday.

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of the employee's department or agency. Employees are not eligible for payout of an unused Pin Day upon termination or retirement.

For Contract Employees, holiday compensation and absence shall be governed by the terms of the contract. Temporary, Variable Hour, and Seasonal Employees are not entitled to holiday leave.

21.1 Vacation Leave

(a) Every officer and employee in the City service holding a regular status position shall be allowed annual vacation leave with pay as hereinafter set forth in this article:

Vacation leave shall accrue on the basis of the number of regularly scheduled hours in the standard work or duty week to which the employee is assigned. For the purposes of this paragraph and for all employees other than Fire personnel on a 24-hour shift assignment, "standard work or duty week" shall be the employee's regularly scheduled weekly hours, except in no case shall it be more than 40 hours (even if the employee works or is scheduled to work more than 40 hours). Employees shall accrue, up to the maximum amounts set forth in subparts (g) and (h) below, vacation time for each pay period of employment at a rate of 1/26 times the number of vacation hours per year to which the employee is entitled to earn. Employees shall be entitled to earn the following number of vacation hours per year: employees with less than seven (7) years of continuous service with the City shall earn annually vacation leave in the amount of two times the number of hours in their standard work or duty week; employees with seven (7), but less than fifteen (15) years of continuous service shall earn annually vacation leave in the amount of three times the number of hours in their standard work or duty week; and employees with fifteen (15) or more years of continuous service shall earn annually vacation leave in the amount of four times the number of hours in their standard work or duty week.

Notwithstanding the above, the City may stop accrual of vacation in certain instances, such as when an employee is on or takes an unpaid leave of absence that is ten days or longer, or when an employee is allowed to take paid leave prior to a planned retirement date.

For Contract Employees, vacation leave shall be governed by the terms of the contract. Temporary, Variable Hour, and Seasonal Employees are not entitled to vacation leave.

(c) (1) Regular e~~E~~mployees who are employed in a continuous operation and are required to work on regular City holidays or are off on certain holidays as a result of their off-duty day falling on the holiday, may be granted annual leave in addition to their normal annual leave equal in work days to the number of holidays enjoyed by regular employees working a 40-hour week, Monday through Friday. Fire Department employees on 24-hour duty shift assignment shall receive one-half duty shift for each holiday received by regular 40-hour employees. Employees commencing employment on or after July 1, 2004, may accumulate a maximum of two times the amount of such holiday leave accruable in a twelve month period, provided however, any such holiday leave time earned but not used which exceeds this amount shall be forfeited by such employees.

(4) (cc) All employees on the Law Enforcement (LES) pay schedule employed in a continuous operation as described above who have accrued such leave in an amount greater than their respective accrual maximum amounts described in this subsection (c)(4)(aa)(1) or (bb) above shall be required to take any such excess leave earned within 12 months of when the leave was earned. The Police Chief, or ~~his~~ designee, shall be responsible for insuring such hours are taken or scheduled off prior to the end of each calendar year.

(g) Vacation leave credit, as provided in this section, may be carried from one year to the next upon recommendation of the Department Head and approval of the Director ~~of Personnel~~. All employees hired after July 10, 1995 may accumulate a maximum of two times the amount of vacation accruable in a twelve month period, computed at the employee's current vacation accrual rate, provided however, any vacation earned but not used, which exceeds this rate, shall be forfeited by the employees.

21.2 Sick Leave

(a) Regular employees who work a 40-hour week or who are working an 80-hour, 14 day work period, shall earn sick leave credit at the rate of 96 hours per year. Fire Department employees on 24-hour shift shall earn sick leave credit at the rate of 144 hours per year. Regular part-time employees shall earn sick leave credit on the basis of actual time worked or in the case of part-time salaried employees on the basis of the percentage of full-time pay provided. Unused sick leave may be accumulated up to a maximum of 1440 hours for 40-hour employees and employees working an 80-hour, 14 day work period, fractional part thereof determined by hours of work per week for part time employees, and 2,160 hours for Fire Department employees on 24-hour shift assignment.

Notwithstanding the foregoing, employees who separate from the City's service,

eligible to receive payment for unused sick leave under Merit Rule 12.10, shall be limited to a maximum credit of 960 hours accumulated sick leave for 40-hour employees and employees working an 80-hour, 14 day work period, and 1,440 hours accumulated sick leave for Fire Department employees on 24-hour shift assignment.

Contract Employees are only entitled to sick leave if the contractual terms provide for such. Temporary, Variable Hour, and Seasonal Employees are not entitled to sick leave.

(b) Regular e~~E~~mployees absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence with pay, and for authorized leaves without pay for not over 10 days in any one calendar year, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation herein provided. The City may stop the accrual of sick leave in certain instances, such as when an employee is on an unpaid leave of absence of over 10 days, or when an employee is allowed to take paid leave prior to a planned retirement date.

(c.1) An employee eligible for sick leave with pay shall use such sick leave for absence due to illness, injury, preventive health (such as doctor or dentist appointments), or other medical needs, for the employee or the employee's ~~his~~ eligible family member. An eligible family member is the employee's spouse, children or parent, including adoptive, long-term guardian or foster care, and step family relationships. Sick leave shall not be used simultaneously with authorized time off for a duty-connected injury.

(f) In the event of sickness of more than two days in the last two calendar weeks of employment with the City, the employee shall provide to the ~~Personnel~~ Human Resources Department a physician's statement verifying such illness.

(h) Any employee who is laid off, granted leave of absence without pay or terminates employment under creditable circumstances and is later reinstated within one year, shall have available upon the employee's ~~his~~ return such unused sick leave allowance as the employee had earned up to the time of ~~his~~ absence.

(j) A regular employee in the Fire or Police Department is entitled to sick leave up to a maximum of two calendar months for contracting hepatitis, mononucleosis or tuberculosis as a result of giving mouth to mouth resuscitation in the normal performance of the employee's job, which sick leave shall not be charged against any accumulated sick leave of the employee. The employee shall have the burden of proof by showing beyond a reasonable doubt that the employee contracted the disease as a result of giving mouth to mouth resuscitation in the normal performance of ~~his~~ Fire or Police Department duties.

21.4 Military Induction Leave

(b) Return of Employee from Military Induction Leave

At or prior to the expiration of the military leave of absence, each regular employee shall inform the employee's supervisor of the employee's willingness and ability to return to City employment and produce evidence of ~~his~~ honorable release from military service. Notice to return by the employee and reemployment must occur within the deadlines specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee's department head shall submit written notification of the employee's return to the Director. Rate of pay upon reemployment shall be established in accordance with Rule 18.1(c). In the event of the reinstatement of an employee who has been on military induction leave the employee shall be given the position which the employee would have been employed in if City employment had not been interrupted by military service as long as the employee is qualified for such position. Otherwise, reemployment shall be in accordance with the procedures prescribed by the USERRA.

21.5 Military Training Leave

All officers and ~~regular~~ employees of the City who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of the State of Missouri at the call of the Governor and as ordered by the Adjutant General and for all periods of military services during which they are engaged in the performance of duty, in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty hours in any federal fiscal year. Before any payment of salary is made covering the period of leave, the officer or the employee shall file with the Director an official order from the appropriate military authority as evidence of such duty for which military leave pay is granted, which order shall contain the certification of the officer or employee's commanding officer of performance of duty in accordance with the terms of such order. No member of the organized militia shall be discharged from employment by the City because of being a member of the organized militia, nor shall the officer or employee be hindered or prevented from performing any military service the officer or employee may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing service in the militia by threat or injury to the officer or employee in respect to the officer's or employee's employment. Any employee entitled to military leave pursuant to this Merit Rule shall only be charged military leave for any hours for which that person would otherwise have been required to work had it not been for such military leave. The minimum charge for military

leave shall be one hour and additional charges for military leave shall be in multiples of the minimum charge.

21.7 Funeral Leave--PAT, CTL, LES, FPS, and DHS Schedules

~~An~~ A regular employee ~~in the Professional, Administrative and Technical Schedule, the Crafts, Trades and Labor Schedule, the Law Enforcement Schedule, the Fire Protection Schedule, or the Department Head Schedule~~ may be granted up to five (5) working days leave as needed in the event of death of a spouse, child, mother, father, or sibling, and three (3) working days leave in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, or any relative residing permanently with and dependent upon said employee. (For purposes of this paragraph, the terms mother, father, child, sibling, grandparent or grandchildren extend to adoptive, long-term guardian or foster care, and step family relationships.) Fire employees on alternating shifts shall be allowed up to three (3) 24-hour shifts for spouse, child, mother, father or sibling, and two (2) 24-hour shifts for other relationships defined above under this provision. Employees may be granted up to one (1) day or up to an additional one-half shift per year for employees on 24-hour shifts as funeral leave in the event of the death of a spouse's grandmother or grandfather or for an employee's minor child's grandmother or grandfather. In the event the additional one-half shift is requested, fire employees on alternating shifts, may elect to utilize other eligible leave accruals for the remaining one-half shift. Employees may be granted up to four (4) hours leave to act as a pallbearer for a person who was a City employee at the time of death, except that such leave shall not be granted to honorary pallbearers nor to more than six (6) employees at any one time. Funeral leave when authorized pursuant to this paragraph, shall not be deducted from either sick leave or any other authorized leave. The City Manager, or designee, has the discretion to also approve funeral leave requests for employees, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for funeral leave for relatives or relations not listed above shall be communicated by supervisory personnel to the employee's department head for consideration. The department head shall communicate the request with recommendation for approval or disapproval to the City Manager or the City Manager's designee. The employee shall be notified of the City Manager's or ~~his~~ the designee's decision as soon as possible. In the event an employee elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

For Contract Employees, leave shall be governed by the terms of the contract.

~~*21.7.1 Funeral Leave - PAT and FPS Schedules*~~

~~An employee on the Professional, Administrative and Technical Schedule or the Fire Protection Schedule may be granted up to three (3) working days leave as needed in the event of death of spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or any relative residing permanently with and dependent upon said employee. Fire employees on alternating shifts shall be allowed up to two 24-hour shifts under this provision. Such employees may be granted up to one (1) day per year or up to an additional one-half shift per year for employees on 24-hour shifts as funeral leave in the event of the death of a spouse's grandmother or grandfather. An employee may be granted up to four (4) hours leave per year to act as a pallbearer for a person who was a City employee at the time of his death, except such leave shall not be granted to honorary pallbearers nor to more than six (6) employees at any one time, and may be granted only once a year. Funeral leave when authorized pursuant to this paragraph, shall not be deducted from either sick leave or any other authorized leave.~~

21.8 Jury Leave

~~An~~ A regular employee may be granted leave with pay when required to be absent from work for jury duty.

For Contract Employees, leave shall be governed by the terms of the contract.

21.10 Emergency Conditions

In the event the City Manager, or designee, declares an emergency condition day or period, any non-exempt, regular employee who works on such declared day or period of time, shall be paid the first two (2) hours of their normal shift as guaranteed overtime.

21.11 Vacation Leave Transfer Program

The City Manager is hereby granted the authority to promulgate all necessary rules and regulations to develop and maintain a Care Leave Program whereby regular City employees may donate personal accrued leave time to a pool for the benefit of fellow employees who have exhausted all leave accruals but are in need of paid time off from work because of non-work-related illness or injury.

22.3 Payment of Health and Medical Insurance When Disabled

The City will pay the premium for the employee's City health care coverage as authorized under Rule 25.1 and Rule 25.2, when the employee is off work due to an injury eligible for benefits under Workers' Compensation or other injury on the job covered by Rule 22.4, until the employee has recovered and returned to work or until the employment relationship is terminated with the City, whichever occurs

first.

22.4 Injuries - Not Covered by Workers' Compensation

(a) A regular ~~status~~ employee who is off work due to such injury may receive, during the healing period, pay for a period not to exceed twenty-six (26) weeks so that such an employee draws the usual net pay.

23.1 Responsibilities of the Director of ~~Personnel~~ Human Resources

The Director ~~of Personnel~~ shall be responsible for the maintenance of the Classification and Compensation Plans, including but not limited to the allocation of new or changed positions, the determination of proper compensation rates within the provisions of the plans, maintenance of up-to-date class specifications, class lists and allocation records, and the preparation of recommendations to the City Manager on revisions to the plans on the basis of changes in duties of positions and in prevailing rates of pay for comparable occupations outside the City service.

23.2 Employee Requests for Classification and Pay Adjustments

Any employee shall have the right to the consideration of any request the employee may have with respect to the application of the Classification and Compensation Plans to the employee's position. The employee shall initially make the request through the employee's supervisor or to the Department Head who shall promptly seek to arrive at a solution which is consistent with the Plans and acceptable to the employee. Where the Department Head is unable to resolve such a request in the manner that the employee is willing to accept in writing, the matter shall then be submitted to the Director ~~of Personnel~~ for a solution which is consistent with the Plans. In case the employee's request is justified and cannot be so resolved, such request, with the recommendation of the Director ~~of Personnel~~, shall be submitted for consideration and action by the City Manager.

~~The approval of the City Council shall be obtained on any action affecting the pay of employees or other matters included in the compensation ordinance which are not within the powers and authority of the City Manager as prescribed by the charter, or the statutes, ordinances, or these Rules.~~

24.5 Allowance for Commissioned Police Employees Residing in CDBG Areas

(c) (1) Employees receiving the allowance shall sign an agreement on a form to be provided by the City acknowledging and consenting to the terms and conditions of the allowance, and shall keep the Chief of Police and the Director ~~of Human Resources~~ advised of their current residence address. Employees receiving this allowance shall also immediately notify the Chief and the Director

of any change in their residence, including a change in residence to a location outside of the CDBG area.

24.6 Communications Allowance

The City Manager, or the City Manager's designee, is hereby authorized to approve a Communications Allowance of up to $70 per month for those personnel deemed by Management to be appropriate personnel for the receipt of a Communication Allowance. The allowance shall be set annually by an Administrative Memo published on or before July 1, of the new fiscal year.

25.1 City Health Care Plan

(b) Enrollment

The City shall enroll each of its eligible employees in the Plan and shall contribute to the Plan as set forth by ordinance or administrative action, which shall be credited to an account established therefor. The City hereby declares that the contribution is the amount necessary to pay for the benefits and all costs of the Plan including administration thereof for such employees, unless otherwise established.

Eligible employees may enroll their eligible dependents as defined in the Plan in accordance with the procedures set forth therein by authorizing a payroll deduction from the employee's check.

The amounts charged monthly for all eligible dependents are hereby declared to be the amounts necessary to pay for the claims and all costs of the Plan including administration thereof for such dependents, unless otherwise established.

The City Council may change the terms and conditions of the Plan but such change shall not affect prior claims that have been made, nor shall any such changes be effective sooner than thirty (30) days after the City Council action unless specifically provided otherwise in the amending ordinance. Subject to the availability of funds for this purpose, the City Manager may also administratively make changes to the Plan, which have been recommended by the Health Insurance Committee, including but not limited to items set out in this subsection (c) below, contributions, deductibles, copayments, scope of coverage or benefits, or as necessary to bring the Plan into compliance with changes with state or federal law, without prior Council approval. Any change which has not been recommended by the Health Insurance Committee and been approved by the City Manager shall require prior City Council approval. A current copy of the Plan and all such changes shall be kept on file with the City Clerk, the Director of Finance, and the Director ~~of Human Resources~~.

(d) Plan Administration

The Director is the administrator of the Plan. All claims shall be paid in accordance with the Plan. The City Manager is authorized to enter into contracts from time to time for such services as may be necessary to effectuate the purposes of this Plan and to administer this Plan, including but not limited to a contract for the administration of the Plan itself, as long as there have been moneys previously approved and budgeted therefor.

The Director of Finance ~~(hereinafter called "Director")~~ is authorized and directed to establish a separate City account and to credit thereto all payments made by or on behalf of all enrollees in the Plan and all refunds, insurance proceeds and proceeds of claims recovered by the City on behalf of the Plan shall be paid to and credited to said account.

The Director of Finance shall invest said proceeds in said account in accordance with the investment policy of the City. Proceeds credited to said account shall be held in trust by the Director of Finance to pay claims made under the Plan and to pay all costs related directly or indirectly to the Plan including administration thereof.

The Director of Finance shall act as a trustee with respect to the Plan and its proceeds ~~and shall oversee the administration of the Plan~~. All interest earned on the funds of the Plan shall be credited to said account and shall be treated as proceeds thereof.

25.4 Cafeteria Plan

(a) Introduction

[Paragraph beginnings are underlined in original and are not new text]

Purpose of Plan - The purpose of this Plan is to provide eligible employees of the City of Springfield a choice between cash and statutory nontaxable benefits under the Dependent Care Assistance Plan, Medical Reimbursement Plan, Life Insurance Plans, Health Care Plans, and Cancer Insurance Plans maintained by the City of Springfield. The terms and conditions of these Plans are hereby incorporated by reference.

Amendment of Plan - The City reserves the power at any time or times to amend the provisions of the Plan to any extent and in any manner that it may deem advisable, by a written instrument signed by the City Manager for the City of Springfield, Missouri.

(c) Administrator

The administration of the Plan shall be under the supervision of the Administrator. The person or entity serving as Administrator shall be appointed by the City Manager. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

(1) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
(2) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
(3) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
(4) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and,
(5) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Notwithstanding the foregoing, any claim which arises under the Dependent Care Assistance Plan, Life Insurance Plans, Cancer Insurance Plans or any of the Health Care Plans shall not be subject to review under this Plan, and the Administrator's authority under this Rule ~~Section 5.1~~ shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

[Remainder of rule unchanged]

26.5 Policy Administrator

(a) The City Manager of the City of Springfield has designated the ~~Human Resources~~ Director as the alcohol and controlled substance policy administrator for the City of Springfield. Any inquiries concerning this policy, its application, its administration, or its interpretation shall be made to the policy administrator or designee in writing, when possible. The ~~Human Resources~~ Director is the primary person responsible for implementation and administration of this policy, under the supervision of the City Manager.

27.1 Administration of the Family Medical Leave Act of 1993

All requests for use of the Family Medical Leave Act of 1993 (Act) by employees shall be made to the ~~Personnel~~ Human Resources Department of the City of

Springfield on forms established by the Director ~~of Human Resources~~. All requests for family and medical leave shall be in accordance with the provisions of the Act. Eligible employees shall be entitled to family leave in accordance with the Act and this ordinance. The ~~Personnel~~ Department ~~of the City~~ is authorized to take whatever steps it deems necessary to administer the Act.

27.3 Substitution of Paid Leave

Notwithstanding any other provision of the Springfield City Code to the contrary, the Director ~~of Personnel~~ may require an eligible employee to substitute any of the accrued paid vacation leave, personal leave, family leave, holiday leave, or sick leave, that the employee is otherwise entitled to under the ordinances of the City for leave provided under subparagraph (A), (B) or (C) of subsection (a) (1) of 29 USC Section 2612.

27.4 Leave Taken Intermittently or on a Reduced Leave Schedule

Notwithstanding any other provision of the Springfield City Code to the contrary, if an eligible employee requests intermittent leave or leave on a reduced leave scheduled under subparagraph (C) or (D) of subsection (a) (1) of 29 USC Section 2612 that is foreseeable based on planned medical treatment, the Director ~~of Human Resources~~ may require such employee to transfer temporarily to an available alternative position offered by the City for which the employee is qualified, provided there is equivalent pay and benefits and the position better accommodates the recurring periods of leave than the regular employment position of the employee.

28.1 Administration of the Employee Assistance Program

The Employee Assistance Program (EAP) will be administered by the Employee Relations Officer designated by the Director ~~of Human Resources~~. The Director and EAP administrator shall develop necessary procedures to maintain confidentiality of records and to ensure that the functions of the Employee Assistance Program are properly carried out.

28.4 EAP Records Confidentiality

All information regarding voluntary and mandatory referrals to the Employee Assistance Program shall be confidential. Records of the EAP shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential file that will be securely kept by the administrator of the EAP under the supervision of the Director ~~of Human Resources~~. The administrator is authorized to release the contents of the confidential folder only on a strict need-to-know basis to management-level members of the staff of the City Manager, the Human Resources Department, the Law Department, and the employee's department; to the City Council upon request of the Council; and to the employee

upon written request. Disclosure without employee consent is also authorized if: (a) production of the information is compelled by law or by judicial or administrative process; (b) the information has been placed at issue in a formal dispute between the City and the employee; (c) the information is to be used in administering an employee benefit plan; (d) the information is needed by medical personnel for the diagnosis or treatment of the employee and the employee is unable to authorize disclosure.

28.5 Mandatory Referral to the Employee Assistance Program

As an alternative to, or in conjunction with, formal disciplinary proceedings which may be brought against an employee for a violation of policy, an employee may be ordered to seek assistance through the Employee Assistance Program for resolving ~~his~~ issues. The appointing authority is authorized, in appropriate cases, to suspend the imposition of formal discipline (dismissal, demotion, reduction in compensation, suspension without pay) for a period not to exceed one year, pending the successful completion of assessment, counseling, and rehabilitation by the employee. Written notice of mandatory referral to the Employee Assistance Program shall be given to the employee.

[Remainder of rule unchanged]

28.6 Appeal Rights

~~An~~ A classified employee who receives formal discipline (dismissal, suspension without pay, demotion, reduction in compensation) for violation of the provisions of this Rule 28 is entitled to the appeal rights granted in the Merit System Rules and Regulations.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2023-252 (CARROLL)

FILED: 09/26/2023

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $217,128.00 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2023-2024 in the amount of $217,128.00.

PURPOSE: To authorize the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; amending the budget for the Springfield Police Department for Fiscal Year 2023-2024 in the amount of $217,128.00.

BACKGROUND INFORMATION: The JAG formula for allocation of state and local government funds is determined based on population and crime data reported to the Federal Bureau of Investigation. Based on this formula, the City of Springfield is eligible for grant monies. JAG does not require matching funds. However, as noted in the attachment, a disparate allocation exists between the City and Greene County, with the County bearing more than 50 percent of the costs of prosecution and incarceration that arise from the Part I Crimes. Jurisdictions identified as disparate must submit a joint application in order to be awarded any funds. The amount of funds to be distributed to each entity and the purpose for which the funds will be used must be included in the application. An Interlocal Agreement must be completed between the parties identifying the amount each has agreed to accept.

The joint application award amount is $217,128.00. The City and Greene County have agreed to divide the funds with approximately 60% going to the City and 40% going to the County. The City will receive $130,276.80 and the County will receive $86,851.20. The City will establish an account for the joint application award amount and reimburse the County for their share. The City of Springfield Police Department will use their share of the funds to purchase and install equipment needed to outfit a Cyber Crime Investigations vehicle, mobile computers to use in patrol vehicles and video cameras to replace aging or damaged cameras used to monitor activity in the Park Central Square area of Springfield. Greene County will use their share of the funds to purchase 12 license plate reader ("LPR") capable camera systems for patrol vehicles.

Submitted By: Tad Peters, Police Major

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 10/3/2023

Attachments:
1. Police JAG grant_ord
2. Police JAG grant Ex A
3. JAG Grant_BA Ex B

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 10-10-23

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-252 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $217,128.00 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2023-2024 in the amount of $217,128.00.

_____

WHEREAS, the City of Springfield, Missouri ("City") and Greene County, Missouri ("County") have previously partnered to apply for and accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and

WHEREAS, the joint application award amount is $217,128.00, with the City receiving $130,276.80 (60%) and the County receiving $86,851.20 (40%); and

WHEREAS, the JAG terms require law enforcement agencies to enter into an interlocal agreement regarding division of the funds awarded under the grant.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County for the purpose of carrying out the terms of the grant, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The budget of the Springfield Police Department for Fiscal Year 2023-2024 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____2023, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance _____. passed _____ _____, 2023; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County $86,851.20 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of $86,851.20 of the total JAG funds of $217,128.00. The City's share is $130,276.80.

Section 2. County agrees to use $86,851.20 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney or Designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

Attest:

By: _____
Greene County Clerk

Approved as to form:

By: _____
Greene County Counselor

CERTIFICATE OF AUDITOR

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

_____
Auditor Certification

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	416010	103291		$ 217,128.00	FY2024 US Dept. of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG)
Net Revenue Adjustment						$ 217,128.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	501190	103291		$ 130,276.80	Tools and Equipment
25220	18	92510	504620	103291		86,851.20	Specialty Services
Net Expenditure Adjustment						$ 217,128.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating grant funds from the US Department of Justice. Grant funds to be split between the City of Springfield and Greene County. City portion: $130,276.80. County portion: $86,851.20. The City share of the funds will be used to purchase Cuber Crime Van, Netwatch cameras, MDTs. Greene County will use their share of the funds to purchase Motorola 3-camera in-car system.

Requested By:

Paul F Williams 10-10-2023
Department Head Date

Approved By:

10-10-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-252
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-253 (HOSMER)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $61,295 to appropriate the federal grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a federal Carbon Reduction Program Grant with the Missouri Highways and Transportation Commission and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $61,295 to appropriate the federal grant funds.

BACKGROUND INFORMATION: This Carbon Reduction Program ("CRP") Grant Agreement allows for reimbursement of up to 80 percent ($61,295) of the total estimated design cost of $76,619 for the proposed construction of a pedestrian and bike path along Sherman Parkway from Jordan Valley Park to Chestnut Expressway. This connection will improve walkability/bikeability from downtown venues to Ozarks Technical Community College, Drury University, and other amenities on the existing Jordan Valley Trail while providing Quality of Place streetscape components.

The required minimum local match of 20 percent ($15,324) would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted.

Supports the following 2022 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 funds for design and construction of this project. While not guaranteed, an additional $408,636funding could become available for the construction phase of the project with approval of final design plans from MoDOT. Public Works recommends approval of this Council bill and budget adjustment.

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 10/6/2023

Attachments:
1. Sherman Carbon Reduction Grant_ord
2. Sherman Carbon Reduction Prog Grant Agree_exhA
3. Sherman Carbon Reduction Prog Grant BA_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 30
Filed: 10-10-23

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-253 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $61,295 to appropriate the federal grant funds.

_____

WHEREAS, the Infrastructure Investment and Jobs Act established the Carbon Reduction Program ("CRP") to provide funds for projects designed to reduce transportation emissions; and

WHEREAS, the Missouri Highways and Transportation Commission ("MHTC") has determined a pedestrian and bike pathway along Sherman Parkway from Jordan Valley Park to Chestnut Expressway is consistent with the goals of the CRP; and

WHEREAS, total costs for the project are estimated at $76,619; and

WHEREAS, the CRP allows for reimbursement of up to 80 percent ($61,295) of the total design cost; and

WHEREAS, the required minimum local match of 20 percent ($15,324) would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted.

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

Section 1 – The City Manager, or his designee, is authorized to enter into a Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission to cost share in the design of a pedestrian and bike pathway along Sherman Parkway from Jordan Valley Park to Chestnut Expressway, with MHTC reimbursing the federal share for the engineering phase up to 80 percent ($61,295),

said agreement to be in substantial conformity with “Exhibit A,” which is attached hereto and incorporated herein by this reference.

Section 2 – City Council hereby authorizes the amendment of the budget of the Department of Public Works upon the awarding of grant funds for Fiscal Year 2023-2024 in the accounts and in the amounts shown on Budget Adjustment No. 033, a copy of which is attached hereto and incorporated herein by 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 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

CCO Form: FS37
Approved: 12/22 (MWH)
Revised:
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	CRP – 5901(828)
Award Year:	SFY2024
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CARBON REDUCTION PROGRAM (CRP) AGREEMENT

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §175 authorizes the funding of projects providing for the reduction of transportation emissions; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that the Link along Sherman Parkway is consistent with the goals of the CRP funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §175, funds to be used for activities for carbon reduction. The purpose of this Agreement is to grant the use of such funds to design The Link along Sherman Parkway from Jordan Valley Park to Chestnut Expressway. The Link is proposed to be a multiuse trail including a pedestrian and bike path.

(2) SCOPE OF WORK: City shall provide planning and implementation of a pedestrian and bike path in the Springfield, Greene County area as more fully described in the attached Exhibit A which is 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) 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.

(5) 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.

(6) 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.

(7) 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 provisions of paragraph (7) 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 of 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.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(9) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) 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.

(11) 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.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(13) 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 Federal Highway Administration (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.

(14) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

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 for the engineering phase will be eighty percent (80%) not to exceed $61,295 (Sixty-one thousand two hundred ninety-five 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 the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) 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.

(18) 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.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(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) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(24) 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.

(25) 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.

(26) ACQUISITION OF RIGHT OF WAY : With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this 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.

(27) 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.

(28) 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

_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By_____

Title _____

ATTEST:

By_____

Title_____

By _____

Title _____

By _____

Title _____

Approved as to Form:

_____

Title_____

Appendix A - Project Budget

LIST OF ITEMS IN ORDER OF COMPLETION	Federal Share Request	NON-FEDERAL MATCH			Total (Add each row)	FY
		Applicant Budget	Donation	Source		
1. Right-of-Way Acquisition					$0	
2. Design/Preliminary Engineering (Application through Bid Opening)	$61,295	$15,324			$76,619	24
3. Utility Relocation					$0	
4. Construction	$323,032	$80,758			$403,790	25
5. Construction Engineering (Only after Bid Opening)	$48,455	$12,114			$60,569	25
6. Construction Contingency (No more than 10% of items 3-5 above)	$37,149	$9,287			$46,436	25
7. Value of any land already acquired					$0	
TOTALS	$469,931	$117,483	$0		$587,414	

Exhibit A – Scope of Work

Design of a pedestrian and bike path along Sherman Parkway from Jordan Valley Park to Chestnut Expressway. The project will incorporate placemaking techniques to create a trail connection. The existing sidewalk in this area is planned to be removed to create green space and areas for landscaping.

Exhibit B – Project Schedule

Project Description: Design of The Link, including a pedestrian and bike path along Sherman Parkway from Jordan Valley Park to Chestnut Expressway in Springfield, Greene County. Construction award for CRP-5901(828) is pending per Reasonable Progress compliance.

Task	**Date**
Date funding is made available or allocated to recipient	08/2023
Engineering Services Contract Approved	04/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	08/2024
Plans, Specifications & Estimate (PS&E) Submittal	12/2024
Plans, Specifications & Estimate (PS&E) Approval	01/2025
Advertisement for Letting	02/2025
Bid Opening	03/2025
Construction Contract Award or Planning Study completed **(REQUIRED)**	03/2025

*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

FHWA-1273 -- Revised July 5, 2022

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

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
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	$61,295	Carbon Reduction Program Federal Grant Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						$61,295	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	000000	00000	$61,295	Design of a Pedestrian & Bike Path Along Sherman Parkway from Jordan Valley Park to Chestnut Expressway
Net Expenditure Adjustment						$61,295	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 Budget by appropriating $61,295 of federal Carbon Reduction Program grant funds for the partial funding of the design of a Pedestrian and Bike Path along Sherman Parkway from Jordan Valley Park to Chestnut Expressway.

Requested By:
Dan Smith 10-10-2023
Department Head Date

Approved By:
10-10-2023
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2023-253
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-254 (HOSMER)

FILED: 09/28/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a federal Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $96,641 to appropriate the federal grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a federal Carbon Reduction Program Grant with the Missouri Highways and Transportation Commission and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $96,641 to appropriate the federal grant funds.

BACKGROUND INFORMATION: This Carbon Reduction Program ("CRP") Grant Agreement allows for reimbursement of up to 80 percent ($96,641) of the total design cost of $120,801 for the proposed construction of a pedestrian pathway along Sunset Street from Fremont Avenue to Glenstone Avenue.

This project will connect the South Creek Trail to the Battlefield Mall and Glenstone corridor.

The required minimum local match of 20 percent ($24,160) would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted.

Supports the following 2022 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 TAP funds for Design and Construction of this project. While not guaranteed, an additional $644,270 in TAP funding could become available for the construction phase of the project with approval of Final Design Plans from MoDOT. Public Works recommends approval of this Council Bill and budget adjustment.

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 10/6/2023

Attachments:
1. Sunset Carbon Reduction Grant_ord
2. Sunset Carbon Reduction Prog Grant Agree_exhA
3. Sunset Carbon Reduction Prog Grant BA_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 31
Filed: 10-10-23

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-254 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a federal Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission; and approving a budget adjustment amending the Fiscal Year 2023-2024 budget of the Department of Public Works in the amount of $96,641 to appropriate the federal grant funds.

_____

WHEREAS, the Infrastructure Investment and Jobs Act established the Carbon Reduction Program ("CRP") to provide funds for projects designed to reduce transportation emissions; and

WHEREAS, The Missouri Highways and Transportation Commission ("MHTC") has determined that the Springfield South Creek Greenway, a pedestrian pathway along Sunset Street from Fremont Avenue to Glenstone Avenue, is consistent with the goals of the CRP; and

WHEREAS, the CRP allows for reimbursement of up to 80 percent ($96,641) of the total design cost; and

WHEREAS, the required minimum local match of 20 percent ($24,160) would be funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already budgeted.

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

Section 1 – The City Manager, or his designee, is authorized to enter into a Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission, providing for reimbursement up to the amount of $96,641, to fund the design of the South Creek Greenway project, said Agreement to be in substantial conformity with "Exhibit A," which is attached hereto and incorporated herein by this reference.

Section 2 – City Council hereby authorizes the amendment of the budget of the Department of Public Works upon the awarding of grant funds for Fiscal Year 2023-2024 in the accounts and in the amounts shown on Budget Adjustment No. 031, a copy of which is attached hereto and incorporated herein by 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 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

CCO Form: FS37
Approved: 12/22 (MWH)
Revised:
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	CRP – 5901(830)
Award Year:	SFY2024
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CARBON REDUCTION PROGRAM (CRP) AGREEMENT

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §175 authorizes the funding of projects providing for the reduction of transportation emissions; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that Springfield South Creek Greenway is consistent with the goals of the CRP funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §175, funds to be used for activities for carbon reduction. The purpose of this Agreement is to grant the use of such funds to design a pedestrian pathway along Sunset from Fremont to Glenstone.

(2) SCOPE OF WORK: City shall provide planning and implementation of a pedestrian pathway in the Springfield, Greene County area as more fully described in the attached Exhibit A which is 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) 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.

(5) 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.

(6) 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.

(7) 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 provisions of paragraph (7) 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 of 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.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(9) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) 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.

(11) 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.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(13) 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 Federal Highway Administration (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.

(14) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

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 the preliminary engineering phase of this project will be eighty percent (80%) not to exceed $96,641 (Ninety-six thousand six hundred forty-one 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 the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) 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.

(18) 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.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(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) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(24) 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.

(25) 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.

(26) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project CRP-5901(830) or contemplated by this Agreement.

(27) 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.

(28) 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

_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

By_____

Title_____

ATTEST:

By_____

Title_____

Title _____

By _____

By _____

Title _____

Approved as to Form:

_____

Title_____

Appendix A - Project Budget

LIST OF ITEMS IN ORDER OF COMPLETION	Federal Share Request	NON-FEDERAL MATCH			Total (Add each row)
		Applicant Budget	Donation	Source	
1. Right-of-Way Acquisition					$0
2. Design/Preliminary Engineering (Application through Bid Opening)	$96,641	$24,160			$120,801
3. Utility Relocation					$0
4. Construction	$509,305	$127,326			$636,631
5. Construction Engineering (Only after Bid Opening)	$76,396	$19,099			$95,495
6. Construction Contingency (No more than 10% of items 3-5 above)	$58,570	$14,643			$73,213
7. Value of any land already acquired					$0
TOTALS	$740,911	$185,228	$0		$926,138

Exhibit A – Scope of Work

Design of a pedestrian pathway starting at the intersection of Fremont Ave. and Sunset St. and connect with Glenstone Ave. to the east.

Exhibit B – Project Schedule

Project Description: Design of a pedestrian pathway along Sunset from Fremont to Glenstone in Springfield, Greene County. CRP-5901(830) will be for preliminary engineering only with construction award pending per Reasonable Progress compliance.

Task	**Date**
Date funding is made available or allocated to recipient	08/2023
Engineering Services Contract Approved	04/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	08/2024
Plans, Specifications & Estimate (PS&E) Submittal	12/2024
Plans, Specifications & Estimate (PS&E) Approval	01/2025
Advertisement for Letting	02/2025
Bid Opening	03/2025
Construction Contract Award or Planning Study completed **(REQUIRED)**	03/2025

*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

FHWA-1273 -- Revised July 5, 2022

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

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
031

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	$96,641	Carbon Reduction Program Federal Grant Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						$96,641	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	000000	00000	$96,641	Design of a Pedestrian Pathway Along Sunset Street from Fremont Avenue to Glenstone Avenue
Net Expenditure Adjustment						$96,641	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2023-24 Budget by appropriating $96,641 of federal Carbon Reduction Program grant funds for partial funding of the design of a Pedestrian Pathway along Sunset Street from Fremont Avenue to Glenstone Avenue.

Requested By:

Dan Smith 10-10-2023
Department Head Date

Approved By:

10-10-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-254
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2023-255 (HARDINGER)

FILED: 09/27/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the reappointment of Joseph Hulston and James Tillman to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

PURPOSE: To reappoint Joseph Hulston and James Tillman to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Kansas and Kearney Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following individuals be reappointed to the Board:

Seat	Name	Qualification	Term Expires
1	Joseph Hulston	Property Owner	10/21/2027
2	James Tillman	Property Owner	10/21/2027

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 10/6/2023

Attachments: 1. Kansas and Kearney CID_res

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 10-10-23

Sponsored by Hardinger

COUNCIL BILL 2023-255 RESOLUTION _____

A RESOLUTION

CONFIRMING the reappointment of Joseph Hulston and James Tillman to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

WHEREAS, on October 21, 2019, City Council passed Special Ordinance 27244, approving a petition to re-establish the Kansas and Kearney Community Improvement District ("CID"); and

WHEREAS, said petition established the qualifications of and process for appointment of members to the Kansas and Kearney CID Board of Directors through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is currently a need to appoint two members to the Kansas and Kearney CID Board of Directors; and

WHEREAS, the Kansas and Kearney CID Board submitted a slate to the City recommending the reappointment of Joseph Hulston and James Tillman to the Kansas and Kearney CID Board of Directors.

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

Section 1 – The Mayor hereby reappoints, and City Council hereby confirms, the reappointment of Joseph Hulston and James Tillman to the Kansas and Kearney Community Improvement District Board of Directors, with their terms to expire on October 21, 2027.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager