



City of Springfield

Agenda

City Council Meeting.

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

November 6, 2023

6:30 PM

Regional Police-Fire Training Center

Rules and procedures can be found on the [Agenda Center](#).

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. October 13, 2023, Special City Council Meeting, October 16, 2023, City Council Meeting, October 17, 2023, Special City Council Meeting, and October 30, 2023, Special 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 2023-256 (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.)

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

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

7.1. Council Bill 2023-257 (Horton)

A resolution declaring it necessary to construct sanitary sewers in Sanitary Sewer District No. 182 of Section No. 16 in the City, located in the general vicinity of West

Bypass and Division Street; providing for payment therefore; and providing for publications and notices.

7.2. Council Bill 2023-258 (Horton)

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' to add additional requirements to notify property owners and occupants of residential dwellings within 200 feet of the location of a liquor license application.

7.3. Council Bill 2023-259 (McGull, Carroll, Hosmer, Lee, Horton)

A resolution instructing the City Manager to pursue an updated historic building survey, to provide an estimated cost for such survey to City Council, and to apply for a Historic Preservation Grant to help with funding for the survey. (Recommended by the Plans and Policies Committee.)

7.4. Council Bill 2023-260 (Hosmer)

A resolution adopting the City of Springfield's Legislative Priorities for 2024.

7.5. Council Bill 2023-261 (Hardinger)

A resolution authorizing the City Manager, or his designee, to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency for the Community-wide Assessment Grants program to carry out assessments on sites potentially contaminated with petroleum, pollutants, or other hazardous substances to prepare these sites for cleanup and productive reuse.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-262 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the State of Missouri Department of Economic Development to accept \$3,880,000 of state General Revenue Funds appropriated by the Missouri General Assembly to support maintenance and improvements to Hammons Field.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-263 (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 5.5 acres of private property generally located at 5298 East Farm Road 104, and referenced as Annexation A-6-2023, into the City of Springfield. (Staff recommends approval.) (By: Kurt Wouk; 5298 East Farm Road 104; A-6-2023.)

12.2. Council Bill 2023-265 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 21.2 acres of property generally located at 901 South West Bypass from R-SF, Single-Family Residential District, and HC, Highway Commercial District, with Conditional Overlay District No. 2, to GR, General Retail District, with Conditional Overlay District No. 228; establishing Conditional Overlay District No. 228; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Carleton Resources, LLC; 901 S. West Bypass; Z-8-2023 w/COD No. 228.)

12.3. Council Bill 2023-266 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street, and 1219 and 1225 East Locust Street, from GM, General Manufacturing District, to R-LD – Low-Density Multi-Family Residential District, with Conditional Overlay District No. 240; establishing Conditional Overlay District No. 240; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: JNE Holdings; 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust; Z-27-2023 with Conditional Overlay District No. 240.)

12.4. Council Bill 2023-267 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial District, and R-MHC, Manufactured Home Community District, to R-MD – Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 241; establishing Conditional Overlay District No. 241; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: JNE Holdings; 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue; Z-28-2023 with Conditional Overlay District No. 241.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-268 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-12, 'Authority to adopt suspension of access to city facilities and land policy.'

13.2. Council Bill 2023-269 (McGull, Simpson)

A special ordinance approving the plans and specifications for the Hunt Branch Trunk Sewer – Phase 1 Project, generally located south of US Highway 60 from Farm Road 189 to State Highway NN, and generally referred to as Plan No. 5PW5716; accepting the bid of JD Wallace Contracting, LLC, in the amount of \$3,919,875 for said project; authorizing the City Manager, or his designee, to enter into a contract for said project;

establishing a trunk sewer fee; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Fund by appropriating reserves of said fund in the amount of \$4,703,850.

13.3. Council Bill 2023-270 (Carroll)

A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of \$1,924,000 to appropriate retained earnings from the Clean Water Fund for the construction of the James River Lift Station Improvements project.

13.4. Council Bill 2023-271 (Lee)

A special ordinance approving the selection of Restore SGF and the Springfield Community Land Trust as recipients of the City's Coronavirus State and Local Fiscal Recovery Funds allotted for affordable home ownership programs; and authorizing the City Manager, or his designee, to enter into agreements with these agencies to carry out these programs.

13.5. Council Bill 2023-272 (McGull)

A special ordinance amending the budget for Fiscal Year 2023-2024 of the Department of Public Works in the amount of \$950,000 to appropriate fund balance reserves of the 1/4-cent Capital Improvement Sales Tax to support construction of a stormwater improvement project on South Pickwick Avenue and East Grand Street.

13.6. Council Bill 2023-273 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an intergovernmental agreement with St. Louis County to effectuate the Springfield-Greene County Health Department's participation in the statewide Missouri prescription drug monitoring program.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. James Nelson wishes to address City Council.

14.2. Daryl Baker wishes to address City Council.

15. NEW BUSINESS.

15.1. The Mayor recommends the following appointment to the Mayor's Commission for Children: Brianna Coale with term to expire November 29, 2026.

15.2. Refer to the Plans and Policies Committee potential revisions of the subdivision code to allow for a simplified administrative subdivision process.

15.3. Refer to the Plans and Policies Committee the topic of parking schedules that references nationwide standards.

15.4. 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. See Item #3.

18.1. Council Bill 2023-274 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 901 South West Bypass, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

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

19.1. Council Bill 2023-275 (Lee)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$7,488 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2022 State and Local Cybersecurity Grant Program, for cybersecurity backup assessment services; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2023-2024 in the amount of \$7,488 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

19.2. Council Bill 2023-276 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$12,168 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2022 State and Local Cybersecurity Grant Program, for cybersecurity incident response assessment services; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2023-2024 in the amount of \$12,168 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading.

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

20.1. Confirm the following appointment to the Public Building Corporation: Lauren Southern with term to expire September 1, 2029.

20.2. Confirm the following reappointment to the Public Building Corporation: Jane Patterson with term to expire September 1, 2029.

21. END OF CONSENT AGENDA.

22. ADJOURN.

**October 13, 2023
Springfield, Missouri**

The City Council met in special session on October 13, 2023, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Matthew Simpson, Craig Hosmer, Heather Hardinger, Derek Lee, and Ken McClure. Absent: Abe McGull and Callie Carroll.

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk



City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers

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

General Councilmembers

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

October 16, 2023

6:30 PM

**Regional Police-Fire
Training Center**

1. ROLL CALL.

Present: Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Carroll, Councilmember Jenson, Councilmember Hardinger, Councilmember Hosmer, Councilmember Lee, and Mayor McClure. Absent: Councilmember Horton.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. September 29, 2023, Special City Council Meeting, and October 2, 2023, City Council Meeting.

Approval of Minutes. September 29, 2023, Special City Council Meeting, and October 2, 2023, City Council Meeting. Mayor Pro Tem Simpson moved to approve the two sets of minutes as presented. Councilmember McGull seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

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

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, noted a public informational meeting about the Lake Springfield planning project was hosted at the Springfield Art Museum with over 100 in attendance. He added the proposals for inclusion in the plan are ambitious and in alignment with Forward SGF. Citizens can learn about this important project by visiting lakesgfplan.com.

Mr. Gage noted the City's Department of Public Information and Civic Engagement, the Parks Department, and KY3 hosted a series of neighborhood block parties celebrating the importance of strong neighborhoods, promoting connections and good will, and fostering a sense of community throughout Springfield. He thanked all who came out and KY3 for the community initiative.

Mr. Gage gave a special thank you to Erin Danastasio of the Hatch Foundation, the Springfield Art Museum, and the many partners who created Celebrate Springfield events. Throughout the month of September, residents enjoyed discounted and free events showcasing the arts and culture activities available in Springfield. The series ended with a large event at the Springfield Art Museum.

Mr. Gage noted plans are underway for the Mayor's Tree Lighting Holiday Show. The event will take place from 6:00 p.m. to 8:30 p.m. on Saturday, November 18, on Park Central Square.

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.)

Anita Cotter, City Clerk, noted the applicant was available for questions.

Council Bill 2023-231 (Horton). Ordinance 27911 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-232 (Jenson). Ordinance 6815 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-233 (Jenson). Ordinance 6816 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-234 (Simpson). Ordinance 6817 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-235 (Simpson). Ordinance 6818 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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 Overlay District No. 239.)

Council Bill 2023-236 (Horton). Ordinance 6819 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Council Bill 2023-237 (Carroll). Ordinance 27912 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Council Bill 2023-238 (Lee). Ordinance 27913 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-239 (Jenson). Ordinance 27914 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.)

Council Bill 2023-240 (Horton). Ordinance 27915 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Council Bill 2023-241 (McGull). Ordinance 27916 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed is a companion bill to a later proposed bill relating to the City's sixth Master Lease Agreement to finance equipment and improvements needed by the Parks Department. The proposed would allow the Parks Department to reimburse itself for certain capital expenses which were made prior to the final approval.

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

Council Bill 2023-243 (Lee). Resolution 10727 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Ericka Schmeeckle, Interim Director of Workforce Development, provided a brief overview of the proposed. Ms. Schmeeckle noted the proposed would allow for acceptance of a \$500,000 grant from the United State Environmental Protection Agency for the Brownfields Training Cooperative Agreement. She added this is the fifth and largest round of the funding. Ms. Schmeeckle further noted the funding would be used to support the department's Green for Greene job training program. The agreement will extend through July 2028 and provide over 100 participants with supportive services for environmentally-focused careers.

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

Council Bill 2023-244 (Carroll). Ordinance 27917 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember

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

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.

Chris Dunnaway, Principal Engineer, provided a brief overview of the proposed. Mr. Dunnaway noted the proposed would allow for America Rescue Plan Act funds to be used for improvements to stormwater infrastructure near Division Street and Ohara Avenue. The improvements would help alleviate frequent flooding on Division Street at Ohara Avenue and improve water quality. Mr. Dunnaway added the proposed would include construction of an open vegetative channel, new reinforced concrete box culverts, and new inlets. The proposed would allow the department to officially accept and budget the grant funds.

Councilmember Jenson asked how many citizens would benefit from the project. Mr. Dunnaway responded there is one business that experiences flooding and noted Division is a major street that experiences flooding. Councilmember Jenson asked for clarification regarding lack of funding for stormwater improvements. Mr. Dunnaway responded there was a task force that reviewed stormwater issues and recognized a need that surpassed the available funding.

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

Council Bill 2023-245 (Horton). Ordinance 27918 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Grady Porter, Professional Engineer, provided a brief overview of the proposed. Mr. Porter noted the proposed would allow for acceptance of grant funds to be used for sidewalk design on Mt. Vernon Street from Lulwood Avenue to Tarkio Street. The full project would fill in sidewalk gaps and provide Americans with Disabilities Act accessibility.

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

Council Bill 2023-246 (Horton). Ordinance 27919 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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.

Grady Porter, Professional Engineer, provided a brief overview of the proposed. Mr. Porter noted the proposed would allow funds to be accepted for preliminary design and construction of a multi-use trail through Smith Park and pedestrian safety improvements at Division and Weller Street. He further noted the proposed would connect the Jordan Creek Trail to the newly-constructed path on Division Street. Connected rapid flashing beacons would be included as a safety enhancement.

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

Council Bill 2023-247 (McGull). Ordinance 27920 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-256 (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.)

Bob Hosmer, Planning Manager, provided a brief overview of the proposed. Mr. Hosmer noted the proposed would modify language in the Land Development Code to eliminate duplicate language and enhance best practices. Mr. Hosmer noted the first two subsections

remove duplicate or unnecessary language that does not apply to current members, and all of subsection 3 was stricken as the Planning and Zoning Commission's powers and duties are currently listed in the City Charter. He added the proposed language is consistent with that of over 20 municipalities in Missouri.

Councilmember Hosmer asked how the language in section 43A has changed. Mr. Hosmer responded the process remains the same. The language clarifies the process and does not limit an individual's ability to address the Planning and Zoning Commission.

Councilmember Lee asked what the impetus was for change. Mr. Hosmer responded the Planning and Zoning Commission reviewed the language and determined it was not in line with business procedures. He added there was also duplicate language which needed to be clarified.

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

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-249 (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.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would allow for the City to enter into the sixth Master Lease Agreement with Central Bank to finance equipment for the Parks Department. This allows the cost of the equipment to be spread out over quarterly payments for the next five years. He further noted the proposed was a companion bill to the previous resolution, Council Bill 2023-243.

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

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.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow for the seventh amendment to the bargaining agreement with the Springfield Police Officers Association (SPOA). She further noted the

proposed was requested by the SPOA. Ms. Morrison added the agreement does not change the bargaining unit but does allow for dues deductions for voluntary benefits for commanders, lieutenants, captains, and majors.

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

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.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would update the City's Merit Rules to align with recent approved City Charter changes. She added the changes would have a significant impact on several departments. Ms. Morrison further noted the proposed will update the definitions of employment categories. Ms. Morrison added a full review was conducted with the Law Department to clarify language.

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

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.

Stacey Parton, Police Major, provided a brief overview of the proposed. Major Parton noted the proposed would allow the department to enter into an agreement with the United States Department of Justice to accept an Edward Byrne Memorial Assistance grant to be used to outfit a cyber-crime vehicle, to purchase additional mobile computers, and install cameras to be used in and around Park Central Square.

Mayor McClure asked for confirmation that the reason for two readings is due to the agreement being an inter-local agreement with Greene County to divide the funds. Mr. Gage confirmed.

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

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.

Grady Porter, Professional Engineer, provided a brief overview of the proposed. Mr. Porter noted the proposed would allow acceptance of federal funding in the amount of \$61,295 for a preliminary design to construct a multi-use trail from Sherman Parkway to Chestnut Expressway. He added the project requires an 80/20 match. Mr. Porter noted the project would include bicycle connections from Ozarks Technical College to Drury University and Downtown Springfield. These connections would close the gap on the Jordan Valley Trail.

Councilman Lee thanked Mr. Porter for providing maps.

An opportunity was given for citizens to express their views.

Evan Clark spoke in support of the proposed. Mr. Clark noted he commutes along the route by bicycle five days per week. He expressed his belief the access and safety changes will be positive.

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

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.

Grady Porter, Professional Engineer, provided a brief overview of the proposed. Mr. Porter noted the proposed would allow the City to accept grant funds for the preliminary design of a pathway along Sunset Street from Fremont Avenue to Glenstone Avenue. He noted the proposed is along the South Creek Trail. This will extend the pathway to Meador Park and the Battlefield Mall.

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

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. Recommended.

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

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.)

Council Bill 2023-255 (Hardinger). Resolution 10728 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

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. Confirmed.

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

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

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

21. END OF CONSENT AGENDA.

22. ADJOURN.

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

**October 17, 2023
Springfield, Missouri**

The City Council met in special session on October 17, 2023, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Matthew Simpson, Craig Hosmer, Heather Hardinger, Derek Lee, and Ken McClure. Absent: Abe McGull and Callie Carroll.

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

**October 30, 2023
Springfield, Missouri**

The City Council met in special session on October 30, 2023, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Matthew Simpson, Craig Hosmer, Heather Hardinger*, Abe McGull, Derek Lee, and Ken McClure. Absent: Callie Carroll.

*Councilmember appeared via Zoom.

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.

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

Prepared by
Julie Greer

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2023-256 (CARROLL)

FILED: 10/25/2023

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 COMMISSION 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:

- 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

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land
2 Development Code,' Article III, 'Zoning Regulations,' Division 3,
3 'Administration, Enforcement, and Review,' Section 36-350, 'Planning
4 and zoning commission,' for the purpose of eliminating duplication and
5 aligning the Planning and Zoning Commission procedures with best
6 practices of other communities in the state. (Staff and Planning and
7 Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, the Planning and Zoning Commission initiated amendments to
11 Section 36-350 of the Springfield City Code at its meeting on September 7, 2023; and
12

13 WHEREAS, the proposed amendments would eliminate language already in the
14 City Charter and state zoning statutes, and would better align the Planning and Zoning
15 Commission procedures with best practices of other communities in the state; and
16

17 WHEREAS, following proper notice, the Planning and Zoning Commission held a
18 public hearing regarding the proposed amendments to Section 36-350 on October 5,
19 2023, a copy of the Record of Proceedings from said public hearing being attached
20 hereto and incorporated herein by this reference as "Exhibit A," and recommended
21 approval of the proposed changes; and
22

23 WHEREAS, City Council now desires to adopt the proposed changes to Section
24 36-350 contained in this Ordinance.
25

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

29 Section 1 – Chapter 36 of the Springfield City Code, known as the 'Land
30 Development Code,' Article III, 'Zoning Regulations,' Division 3, 'Administration,
31 Enforcement, and Review,' Section 36-350, 'Planning and zoning commission,' is
32 hereby amended to read as follows:
33

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.~~
- (43) *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)~~ 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)~~ 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

126 nor any cause or causes of action accrued or existing, under any act or ordinance
127 repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or
128 affected by this Ordinance.

129
130 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
131 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
132 affect the validity of the remaining portions of this Ordinance. City Council hereby
133 declares that it would have adopted the ordinance and each section, subsection,
134 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
135 sections, subsection, sentence, clause, or phrase be declared invalid.

136
137 Section 4 – This Ordinance shall be in full force and effect from and after
138 passage.

139
140 Passed at meeting: _____

141
142 _____
143 Mayor

144
145 Attest: _____, City Clerk

146
147 Filed as Ordinance: _____

148
149 Approved as to form: Jill Bennis, Assistant City Attorney

150
151
152 Approved for Council action: Jason A. Hage, City Manager
153

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: 10/25/2023

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:

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

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

10
11 WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield,
12 Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease
13 Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with The
14 Central Trust Bank, DBA Central Bank of the Ozarks, as lessor (the "Lessor"), pursuant
15 to which the City will from time to time lease certain equipment on a tax-exempt basis
16 from the Lessor pursuant to schedules of equipment thereto, on a year-to-year basis
17 with an option to purchase the Lessor's interest in such equipment; and
18

19 WHEREAS, the City desires to obtain funds to pay the costs of acquiring and
20 installing equipment for the Parks Department (as further described in Schedule No. 6
21 defined below) (the "Equipment"); and
22

23 WHEREAS, the Finance Department has obtained a competitive rate quotation
24 for the financing; and
25

26 WHEREAS, the Equipment will be acquired and installed in accordance with the
27 City's Purchasing Manual; and
28

29 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring
30 and installing the Equipment, it is necessary and desirable for the City to take the
31 following actions:
32

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

79 terms of this Ordinance and as are approved by the City Attorney and City Manager, the
80 City Manager's signature thereon being conclusive evidence of approval thereof. The
81 City Clerk is hereby authorized to affix the City's Seal to the City Documents, if
82 necessary, and attest said Seal.

83
84 Section 3 – The obligation of the City to pay Rental Payments (as defined in the
85 Master Lease) under Schedule No. 6 is subject to annual appropriation and will
86 constitute a current expense of the City and will not in any way be construed to be an
87 indebtedness or liability of the City in contravention of any applicable constitutional,
88 charter, or statutory limitation or requirement concerning the creation of indebtedness or
89 liability by the City, nor will anything contained in Schedule No. 6 constitute a pledge of
90 the general tax revenues, funds or moneys of the City, and all provisions of Schedule
91 No. 6 will be construed so as to give effect to such intent.

92
93 Section 4 – The City Council hereby amends the budget for the City for Fiscal
94 Year 2023-2024 in the accounts and in the amounts as shown on Budget Adjustment
95 035, a copy of which is attached hereto and incorporated herein by reference as "Exhibit
96 4."

97
98 Section 5 – The City Council hereby finds that the budget adjustment made
99 above has been recommended by the City Manager. The City Council hereby directs
100 the City Manager to cause the appropriate accounting entries to be made in the books
101 and records of the City.

102
103 Section 6 – The officers of the City, including the City Manager, Finance Director,
104 City Attorney and the City Clerk, are hereby authorized and directed to execute all
105 documents and take such actions as they may deem necessary or advisable and are
106 consistent with the intent of this Ordinance in order to carry out and perform the
107 purposes of this Ordinance and to make any changes or additions to the foregoing
108 agreements, statements, instruments, and other documents herein approved,
109 authorized and confirmed which they determine to be in the City's best interest, and the
110 execution or taking of such action shall be conclusive evidence of such determination.

111
112 Section 7 – The City expects to make capital expenditures after the date of the
113 adoption of this Ordinance in connection with acquisition and installment of the
114 Equipment, and the City intends to reimburse itself for such expenditures and also
115 expenditures made with respect to acquisition and installment of the Equipment on or
116 after sixty days before the date of this Ordinance with proceeds received under
117 Schedule No. 6 in an amount of \$860,000.

118
119 Section 8 – This Ordinance shall be in full force and effect from and after
120 passage.

121
122 Passed at meeting: _____
123
124

125
126
127
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129
130
131
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133
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

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

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	<u>35,473.51</u>	<u>806.60</u>	<u>49,866.83</u>	0.00
Totals	<u>\$1,013,468.98</u>	<u>\$153,468.98</u>	<u>\$860,000.00</u>	

* 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.

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.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

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: _____

AUTHORIZED LESSEE REPRESENTATIVES

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):

Telephone No.

Telephone Number

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							
	Amort.						
Payment	Pmt.	Interest	Payments			Principal	Lease
Date	No.	Rate	Interest	Principal	Total	Balance	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				
	Days		Pres. Val.	Present
Payment	After	Lease	Factor	Value to
Date	Closing	Payments	6.52233 %	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: Placed in service date of the Equipment: Name of Compliance Officer: Period covered by request (“Annual Period”):	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.
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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?	☐ Yes ☐ No
	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.	
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?	☐ Yes ☐ No
	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.	
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?	☐ Yes ☐ No
	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.	

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:

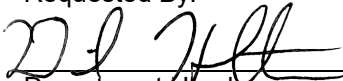
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80520	508120	000000	00000	75,806.00	Utility truck (1) - Park operations
20110	16	80570	508170	000000	00000	90,000.00	Zero-turn mowers (5) - Park operations
20110	16	80570	508170	000000	00000	66,794.00	Wide area mower (1) - Park operations
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

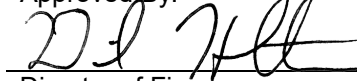
Explanation: To amend the FY2023-24 budget by appropriating equipment lease procueeds for Parks for FY2024 operating needs.

Requested By:


Department Head

10-10-2023
Date

Approved By:


Director of Finance

10-10-2023
Date

Authorization:

Council Bill No. 2023-249
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-250 (HOSMER)

FILED: 10/25/2023

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:

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

1 APPROVING the Seventh Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Springfield Police Officers
3 Association, Fraternal Order of Police Lodge 22, the Exclusive
4 Representative of a certain Bargaining Unit within the Springfield
5 Police Department, representing changes requested by the
6 Springfield Police Officers Association, Fraternal Order of Police
7 Lodge 22, regarding payroll deductions; and authorizing the City
8 Manager, or his designee, on behalf of the City, to execute and deliver
9 the Seventh Amendment to the Collective Bargaining Agreement to
10 the Exclusive Representative.
11 _____
12

13 WHEREAS, the City and the Springfield Police Officers Association, Fraternal Order
14 of Police Lodge 22, ("SPOA") are the parties to a certain Collective Bargaining
15 Agreement effective July 1, 2021 (the "CBA"); and
16

17 WHEREAS, the City established a team (the "City's team") for the purposes of acting
18 as the City's exclusive agent in collectively bargaining; and
19

20 WHEREAS, the SPOA requested changes to Section 2.2 "Dues & Payroll" of the
21 CBA to expand the payroll deductions to include certain non-bargaining unit members
22 (lieutenants, captains, and majors); and
23

24 WHEREAS, the City's team is agreeable to amending Section 2.2 "Dues & Payroll"
25 and reached a tentative agreement with the SPOA to enter into the Seventh
26 Amendment to the CBA to amend Section 2.2 "Dues & Payroll," said tentative
27 agreement being subject to ratification by the bargaining unit and approval by City
28 Council; and
29

30 WHEREAS, the bargaining unit voted to ratify the proposed Seventh Amendment on
31 October 5, 2023; and
32

33 WHEREAS, the proposed Seventh Amendment to the CBA is now submitted to City
34 Council for consideration and approval.

35
36 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:

38
39 Section 1 – Having reviewed and considered the Seventh Amendment to the CBA,
40 which is attached hereto and incorporated herein as “Exhibit 1,” City Council hereby
41 approves entering into the Seventh Amendment as a final and binding amendment to
42 the CBA.

43
44 Section 2 – City Council hereby authorizes the City Manager, or his designee, to
45 execute and deliver the Seventh Amendment to the CBA to the SPOA. City Council also
46 authorizes the City Manager to enter into and execute any future agreements with the
47 SPOA involving interpretations of language in the CBA, including any amendments
48 thereto.

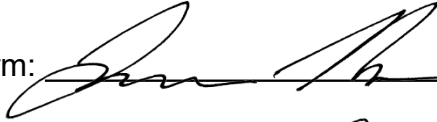
49
50 Section 3 – This Ordinance shall be in full force and effect from and after passage.

51
52 Passed at meeting: _____

53
54 _____
55 Mayor

56
57 Attest: _____, City Clerk

58
59 Filed as Ordinance: _____

60
61 Approved as to form:  Assistant City Attorney

62
63
64 Approved for Council action:  City Manager
65

**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, *lieutenant, 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

Date

Jason Gage, City Manager

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: 10/25/2023

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:

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

1 AMENDING the Springfield City Code, Section 2-91, known as the “Merit
2 System Rules and Regulations,” for multiple purposes, including but
3 not limited to the following: aligning the Merit Rules with the City’s
4 Code and Charter in light of recent Charter changes approved by
5 voters in April 2023; furthering the City’s diversity and inclusion
6 goals; clarifying specific provisions within the Merit Rules; adding or
7 reordering certain definitions; and addressing language that is no
8 longer utilized.
9 _____

10
11
12 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
13 SPRINGFIELD, MISSOURI, as follows, that:

14
15 NOTE: Underlined language (other than section numbers) is being added and
16 ~~stricken~~ language is being deleted.

17
18 Section 1 – Those Merit Rule Changes requiring Personnel Board approval
19 having been approved by the Personnel Board, Springfield City Code, Section 2-91,
20 known as the “Merit System Rules and Regulations,” is hereby amended in that
21 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,
22 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;
23 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
24 (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;
25 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;
26 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);
27 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,
28 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,
29 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;
30 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;
31 28.5; and 28.6:
32

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.

125 3) **"Seasonal Position"** means a position filled for a specific season or
126 cyclical work program such as mowing, swimming pool operations,
127 softball, etc. Once the season or program has ended, the position
128 ends. Seasonal positions can be full-time or part-time but are limited
129 to a six-month period or season established in advance by the City.
130 **"Regular Position"** means a position that is specifically funded as a
131 full or partial Full-Time Equivalent (FTE) by the City's annual budget.
132 Regular positions can be full-time or part-time. An individual appointed
133 to a regular position is a regular employee.

134
135 **a). "Probation Position"** is a type of regular position. Individuals
136 seeking initial entry into the classified service are first appointed to
137 a probation position which generally lasts at least six months but
138 may be extended in accord with Rule 9. An individual appointed to
139 a probation position is a Probationary Employee and is in the
140 unclassified service. Upon meeting the conditions set forth in Rule
141 9, an employee gains status and is no longer a Probationary
142 Employee.

143
144 4) **"Temporary Position"** means a position filled to assist with an
145 established special project, internship, or address an increase in
146 demand for services. Temporary positions are part-time and may not
147 exceed twenty-eight (28) hours during any work week. **"Seasonal**
148 **Position"** means a position filled for a specific season or cyclical work
149 program such as mowing, swimming pool operations, softball, etc.
150 Once the season or program has ended, the position ends. Seasonal
151 positions can be full-time or part-time but are limited to a six-month
152 period or season established in advance by the City. An individual
153 appointed to a seasonal position is a Seasonal Employee.

154
155 5) **"Temporary Position"** means a position filled by an employee in the
156 unclassified service who is appointed to assist with an established
157 short project or address a short-term increase in demand for services.
158 An individual appointed to a temporary position is a Temporary
159 Employee. Temporary Employees are part-time employees and may
160 not exceed twenty-eight (28) hours during any work week.

161
162 6) **"Variable Hour Position"** means a position not authorized as a full or
163 partial Full-Time Equivalent (FTE) in the City's annual budget, and that
164 is part-time and may be scheduled anywhere from 0 – 28 hours per
165 week, or on an as-needed basis, depending on the department's
166 needs, however, shall not exceed twenty-eight (28) hours during any
167 work week. Hours worked and schedules will vary. An individual
168 appointed to a variable hour position is a Variable Hour Employee.

169
170 (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 and applications to become a Probationary Employee 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 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~~

585 from the effective date of separation. Such reinstatement shall be made only
586 with the prior approval of the Director and shall be subject to the successful
587 completion of a probationary period in accordance with Rule 9. An employee,
588 who terminates employment and is reinstated in the same calendar month and
589 year, shall have their probationary period waived upon reinstatement. The
590 Director's approval of a reinstatement shall include a finding that the candidate
591 meeting the current qualifications for the class of positions.

592
593 An employee with status who has been found by the Personnel Board after
594 hearing the employee's appeal, to have been improperly dismissed for political,
595 religious or ethnic reasons shall, with approval of the City Manager, be reinstated
596 to his former position or a position of like status and pay, without loss of pay for
597 the period of his separation.

598 Contract employee appointments are made to meet a need that is not long-term
599 (e.g. a grant funded position) involving a written agreement between the
600 employee and the City. The written agreement includes scope of responsibilities,
601 authorized wage and benefits, and contract term.

602 603 **8.8 Seasonal Employee Appointment Reinstatement - Disability Pensioners**

604
605 Notwithstanding any other provision of the Springfield City Code and provisions
606 of the Police and Fire Departments' pension plan to the contrary, an employee
607 who had status at the time the employee was disabled and who is receiving a
608 disability pension may be reinstated to the position held by the employee at the
609 time of the employee's disability, provided the following conditions are met:

610
611 (a) That the disabled pensioner has provided medical proof in accordance with
612 Section 70.680, RSMo, if the employee is under provisions of the Local
613 Government Employees' Retirement System or medical proof under Section 29-
614 27 of the Springfield City Code if the employee is a member of the Police and
615 Fire Departments' pension system, that said employee is physically and mentally
616 able and capable of resuming the employee's duty as an employee in the
617 position held by the employee at the time of the employee's disability retirement.

618
619 (b) That the same job position exists as part of the City service, which position
620 has funds appropriated therefor.

621
622 In the event the above conditions are met, the Director shall place the pensioner
623 in an existing vacancy in the same position and at a pay level comparable to that
624 previously paid to the pensioner. In the event there no longer exists in the City
625 service the position held by the employee at the time of the employee's disability
626 retirement, the City shall offer the pensioner the closest comparable position in
627 the City service for which the pensioner is qualified.

628
629 In the event there is no job vacancy for the position and in the event the
630 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.

723
724 **9.1 Nature, Duration, and Purpose**
725

726 The first six (6) months of service as a Probationary Employee as well as in a
727 position to which an employee has been probationally appointed, promoted, re-
728 employed or reinstated under the provisions of these Rules shall constitute a
729 probationary period; provided that, with the approval of the Director, ~~of~~
730 ~~Personnel~~, the Department Head may have the period extended for no more than
731 an additional six (6) months or any part thereof. Provisional and temporary
732 appointment service in the position immediately prior to probationary
733 appointment to and without break in service in the position shall be credited
734 toward the probationary period. The probationary period shall be an essential
735 part of the examination process and shall be utilized for the most effective
736 adjustment of new employees and for the elimination of any employee whose
737 performance does not meet the required standard of performance.

738 Notwithstanding any other provision of the City Code to the contrary, the
739 probationary period for any employee in the position of Police Officer shall last,
740 commencing with the 49th Police Academy, a minimum of one year from the date
741 of the start of the Police Officer's assigned academy but no longer than 18
742 months from the date of appointment as a Police Officer for those officers hired
743 prior to the start of an academy notwithstanding any interim promotions or pay
744 increases. The probationary period for the 37th and 38th Police Academy shall
745 be the period applicable prior to the enactment of this one-year provision.
746

747 **9.2 Conditions Preliminary to Regular Status**
748

749 It shall be the responsibility of the appointing authority to provide the Director of
750 ~~Human Resources~~ with a statement in writing to the effect that the services of
751 each employee appointed for a probationary period have or have not been
752 performed satisfactorily during such period and is or is not recommended to be
753 retained in the service. The appointing authority, or the appointing authority's
754 designee, shall provide this statement to the Director before the end of the
755 probationary period. The Director must approve any extension of a probationary
756 period as well as any recommendation that the employee has failed the
757 probationary period. Additionally, it shall be the responsibility of the appointing
758 authority or designee to provide written notification to the employee of any
759 extension of the probationary period or of any failure to pass the probationary
760 period, and such notification must be made at or prior to the end of the
761 employee's probationary period. Such notification to the employee should be
762 made in person whenever practicable. When providing in person notification is
763 not practicable, the notification may be provided by mailing it to the employee's
764 address maintained on the City's official roster and, in such instances, notification
765 is considered completed upon the date of mailing. Failure to provide written
766 notification at or before the end of the probationary period results in the
767 employee attaining regular status.
768

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 Provisional, Temporary, Variable Hour, Contract, Emergency or Probatary Employees serving in the City's service in the same class of positions, except that Provisional, Temporary, Variable Hour, Contract, Emergency or Probatary Employees 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 Temporary, Variable Hour, Contract, Provisional and Probatary Employees shall be laid off before laying off any employee in the classified service. ~~All temporary, provisional and probatary 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.

999 **12.10 Rights of Employees Upon Terminating**

1000
1001 Regular ~~E~~employees in a regular position who separate from the City service
1002 shall receive payment of all salary earned up to the effective date of their
1003 termination, less all authorized deductions. If the employee has been with the
1004 City at least twelve (12) months, payment shall be made for earned vacation
1005 leave in an amount not to exceed four (4) weeks accumulation unless the City
1006 Manager authorizes payment for earned vacation leave in excess of the four (4)
1007 weeks. If an employee has more than four (4) weeks of accrued vacation leave,
1008 the City Manager shall have the right to buy out the accumulated vacation leave
1009 of the employee if the employee has filed a notice to resign or retire in order to
1010 remove the employee from the City payroll records. An employee may authorize
1011 a beneficiary to receive ~~the receipt of~~ the lump sum payment for accrued
1012 vacation leave provided for herein in the event of the employee's death. The
1013 beneficiary of a deceased employee must file with the City letters of refusal or
1014 letters of administration issued from an appropriate probate court before the
1015 payout can be effectuated under this provision. An employee who refuses to
1016 accept an offer to purchase the employee's accumulated vacation leave benefits
1017 shall not be entitled to accrue any additional benefits, including vacation, sick, or
1018 holiday benefits, ~~under the Salary Ordinance or this Manual.~~ No payment shall
1019 be made for unused sick leave, except an employee hired before July 1, 1998,
1020 and on the Crafts and Trades and Laborer Schedule, the Fire Protection
1021 Schedule, the Law Enforcement Schedule, the Professional Administrative and
1022 Technical Schedule, or the Department Head Schedule after fifteen years of
1023 service with the City of Springfield, Missouri, and upon leaving the City service,
1024 other than through discharge, shall be entitled to be paid for a portion of the
1025 employee's unused sick leave as set out herein. Such employees hired before
1026 July 1, 1998, shall be entitled to be paid a sum of money to be computed as
1027 follows:

1028
1029 [Remainder of rule unchanged]

1030
1031 **13.1 Appeal from Examination Rejection**

1032
1033 (a) Any applicant whose application for admission to an open-competitive
1034 examination who has been rejected and who has been notified of such rejection
1035 and the reasons therefor, may appeal to the Director of ~~Personnel~~ for
1036 reconsideration of the applicant's qualifications and for admission to the
1037 examination.

1038
1039 **13.2 Appeal from Examination Rating**

1040
1041 (b) Except as provided in Rule 5 or for correction of clerical errors, a rating in
1042 any part of an examination shall not be changed unless it has been found by the
1043 Director that a mistake has been made, ~~except as provided in Rule 5.~~ A
1044 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 histhe 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 desires 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

1183 scheduled for a pre-selected date and time as determined by the Board, and at
1184 such time and place as designated by the Chair of the Board. In the event there
1185 is more than one complaint pending before the Board at the same time, then the
1186 Chair of the Board shall have the authority to schedule the hearings in the order
1187 that the Chair determines is the most practical method of dispensing of the
1188 claims.

1189
1190 Hearing dates and times are set at the discretion of the Board. When possible,
1191 hHearings will be scheduled for a pre-selected date and time during the month
1192 following receipt of the complaint, provided there is sufficient time to comply with
1193 the disclosure phase of the hearing process. When not possible or sShould
1194 there not be sufficient time to comply with the disclosure phase of the process,
1195 then the preference is that the pre-selected date set for the next month would be
1196 selected. Should the complainant or their legal counsel have a conflict with the
1197 original pre-selected date and time, the hearing will be scheduled for the next
1198 available pre-selected date and time during the following month. The Board will
1199 not reschedule a hearing more than two times to accommodate counsel
1200 scheduling conflicts. If scheduling conflicts arise that do not allow the
1201 complainant or their counsel to attend one of the three dates provided by the
1202 Board, the complainant shall be deemed to have voluntarily waived the right to a
1203 hearing before the Personnel Board.

1204
1205 The Board reserves the right to reschedule a hearing date if it is apparent a
1206 quorum will not be available, or for other good cause shown as deemed
1207 appropriate in the sole discretion of the Board.

1208
1209 ***(d) Board Shall Have Access to Pertinent Data***

1210
1211 In order to properly discharge its function in regard to the review of such
1212 disciplinary actions, the Board shall have access to any files, correspondence,
1213 memoranda, etc., which they feel might be pertinent to the case and shall have
1214 the right of questioning any officers or employees of the City whom they feel may
1215 be able to shed light on the circumstances involving the disciplinary action in
1216 question. No officer or employee shall be subject to disciplinary action as a
1217 result of testimony given in such a hearing, except in such cases whereby the
1218 City determines the testimony provided was false.

1219
1220 ***(i) Decisions***

1221
1222 (3) In all cases, the findings and recommendations of the Board shall be
1223 submitted to the City Manager for consideration, who may, not later than thirty
1224 (30) days after receipt of such findings and recommendations, and any transcript
1225 from the hearing, restore the employee to the employee's former status with or
1226 without loss of pay for the period involved; modify the original decision of
1227 dismissal, demotion, suspension or reduction in compensation; or continue with
1228 the original decision. The decision of the City Manager shall be final.

1229
1230 **(j) Subpoena Power**
1231

1232 The Chair of the Board shall have the power to issue subpoenas to compel
1233 witnesses to attend public or private hearings of the Board and to produce at
1234 such hearings relevant books or records with regard to a matter under appeal.
1235 Failure to comply with such subpoenas shall be punishable in Municipal Court in
1236 accordance with provisions of Section 1-7 of the Springfield City Code; provided,
1237 no such subpoena shall require any appearance sooner than seven three (73)
1238 days from the date such subpoena shall be served and the party subpoenaed
1239 shall have five two (52) days from the date of service to move the Chair of the
1240 Board Municipal Court to quash or limit the subpoena. Any such motion shall be
1241 filed with the Board's Secretary, the Director; and the filing of such a motion shall
1242 stay production. ~~If a motion is made, the Court may continue the time for~~
1243 ~~compliance with such subpoena as necessary to rule on the motion but not~~
1244 ~~longer than ten (10) days from the original date set for the appearance.~~ A copy
1245 of such motion is to be served upon the City Attorney as counsel for the Board.
1246

1247 **15.2 Leave Records**
1248

1249 The Director of ~~Personnel~~ shall install and maintain a leave record showing for
1250 each regular and contract City employee: (1) annual leave earned, used and
1251 unused; (2) sick leave earned, used and unused; and (3) any other leave with or
1252 without pay. Such records shall be the basis for any periodic reports the City
1253 Manager may require.
1254

1255 **15.4 Records of the Department of Human Resources**
1256

1257 (a) Except as otherwise provided in these Rules, or by City Code, all records of
1258 the Department shall be considered public records and may be inspected, when
1259 in the public interest, upon application made to the Director during normal
1260 working hours.
1261

1262 (c) All existing or future personnel records of the City pertaining to the hiring,
1263 firing, disciplining or the promotion of personnel of the City shall be closed to the
1264 public, subject to opening as set forth in subparts (d) or (e) below or as provided
1265 for in Section 2-2 of the City's Code.
1266

1267 (d) The City Council may, by specific vote, authorize the opening of any record
1268 closed under this Section.
1269

1270 (e) The City Manager or the City Manager's designee has discretion, as is
1271 deemed necessary or appropriate, to open a record that is closed under
1272 provisions of Sec. 610.021 RSMo.
1273

1274 **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 the 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 applies to regular positions and 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 Seasonal~~ Employees 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~~Department 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, oOriginal 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 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 Employees 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 eEmployees 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.

1965 **(d) Plan Administration**

1966
1967 The Director is the administrator of the Plan. All claims shall be paid in
1968 accordance with the Plan. The City Manager is authorized to enter into contracts
1969 from time to time for such services as may be necessary to effectuate the
1970 purposes of this Plan and to administer this Plan, including but not limited to a
1971 contract for the administration of the Plan itself, as long as there have been
1972 moneys previously approved and budgeted therefor.

1973
1974 The Director of Finance (~~hereinafter called "Director"~~) is authorized and directed
1975 to establish a separate City account and to credit thereto all payments made by
1976 or on behalf of all enrollees in the Plan and all refunds, insurance proceeds and
1977 proceeds of claims recovered by the City on behalf of the Plan shall be paid to
1978 and credited to said account.

1979
1980 The Director of Finance shall invest said proceeds in said account in accordance
1981 with the investment policy of the City. Proceeds credited to said account shall be
1982 held in trust by the Director of Finance to pay claims made under the Plan and to
1983 pay all costs related directly or indirectly to the Plan including administration
1984 thereof.

1985
1986 The Director of Finance shall act as a trustee with respect to the Plan and its
1987 proceeds ~~and shall oversee the administration of the Plan.~~ All interest earned on
1988 the funds of the Plan shall be credited to said account and shall be treated as
1989 proceeds thereof.

1990
1991 **25.4 Cafeteria Plan**

1992
1993 **(a) Introduction**

1994
1995 [Paragraph beginnings are underlined in original and are not new text]

1996
1997 **Purpose of Plan** - The purpose of this Plan is to provide eligible employees of
1998 the City of Springfield a choice between cash and statutory nontaxable benefits
1999 under the Dependent Care Assistance Plan, Medical Reimbursement Plan, Life
2000 Insurance Plans, Health Care Plans, and Cancer Insurance Plans maintained by
2001 the City of Springfield. The terms and conditions of these Plans are hereby
2002 incorporated by reference.

2003
2004 **Amendment of Plan** - The City reserves the power at any time or times to
2005 amend the provisions of the Plan to any extent and in any manner that it may
2006 deem advisable, by a written instrument signed by the City Manager for the City
2007 of Springfield, Missouri.

2008
2009 **(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.

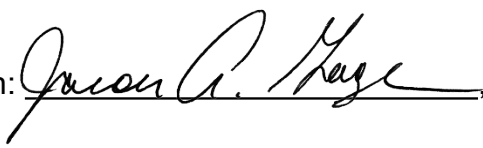
Passed at meeting: _____

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: 10/25/2023

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:

- 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

1 AUTHORIZING the City Manager, or his designee, to accept the Edward Byrne
2 Memorial Justice Assistance Grant in the amount of \$217,128.00
3 from the United States Department of Justice and to enter into an
4 interlocal agreement with Greene County, outlining the division of
5 the grant funds; and amending the budget for the Springfield Police
6 Department for Fiscal Year 2023-2024 in the amount of
7 \$217,128.00.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri ("City") and Greene County,
11 Missouri ("County") have previously partnered to apply for and accept the United States
12 Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and
13

14 WHEREAS, the joint application award amount is \$217,128.00, with the City
15 receiving \$130,276.80 (60%) and the County receiving \$86,851.20 (40%); and
16

17 WHEREAS, the JAG terms require law enforcement agencies to enter into an
18 interlocal agreement regarding division of the funds awarded under the grant.
19

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

23 Section 1 – The City Manager, or his designee, is hereby authorized to accept
24 the Edward Byrne Memorial Justice Assistance Grant from the United States
25 Department of Justice and to enter into an interlocal agreement with Greene County for
26 the purpose of carrying out the terms of the grant, a copy of which is attached hereto
27 and incorporated herein by reference as "Exhibit A."
28

29 Section 2 – The budget of the Springfield Police Department for Fiscal Year
30 2023-2024 is hereby amended in the accounts and in the amounts as shown on Budget
31 Adjustment No. 028, a copy of which is attached hereto and incorporated herein by
32 reference as "Exhibit B."
33

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

36
37 Section 4 – The City Manager is directed to cause the appropriate accounting
38 entries to be made in the books and records of the City.

39
40 Section 5 – This Ordinance shall be in full force and effect from and after
41 passage.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor

47
48 Attest: _____, City Clerk

49
50 Filed as Ordinance: _____

51
52 Approved as to form: , Assistant City Attorney

53
54
55 Approved for Council action: , City Manager
56

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

GREENE COUNTY, MISSOURI

By: _____
City Manager or Designee

By: _____
Presiding Commissioner

Attest:

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

City Clerk

Attest:

Approved as to Form:

By: _____
Greene County Clerk

City Attorney or Designee

Approved as to form:

CERTIFICATE OF DIRECTOR OF FINANCE

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

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.

Director of Finance or Acting Director

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:

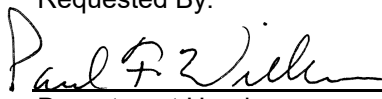
Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	501190	103291		\$ 130,276.80	Tools and Equipment
25220	18	92510	504620	103291		86,851.20	Specialty Services
Net Expenditure Adjustment						\$ 217,128.00	

Fund Balance Appropriation:

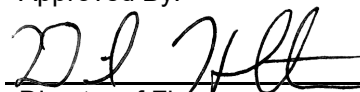
Fund	Title	Amount

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:


D.L. Hill 10-10-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-252
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-253 (HOSMER)

FILED: 10/25/2023

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 \$408,636 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:

- 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

1 AUTHORIZING the City Manager, or his designee, to enter into a Carbon Reduction
2 Program Agreement with the Missouri Highways and Transportation
3 Commission; and approving a budget adjustment amending the Fiscal
4 Year 2023-2024 budget of the Department of Public Works in the
5 amount of \$61,295 to appropriate the federal grant funds.
6 _____
7

8 WHEREAS, the Infrastructure Investment and Jobs Act established the Carbon
9 Reduction Program ("CRP") to provide funds for projects designed to reduce
10 transportation emissions; and
11

12 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
13 has determined a pedestrian and bike pathway along Sherman Parkway from Jordan
14 Valley Park to Chestnut Expressway is consistent with the goals of the CRP; and
15

16 WHEREAS, total costs for the project are estimated at \$76,619; and
17

18 WHEREAS, the CRP allows for reimbursement of up to 80 percent (\$61,295) of
19 the total design cost; and
20

21 WHEREAS, the required minimum local match of 20 percent (\$15,324) would be
22 funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already
23 budgeted.
24

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

28 Section 1 – The City Manager, or his designee, is authorized to enter into a
29 Carbon Reduction Program Agreement with the Missouri Highways and Transportation
30 Commission to cost share in the design of a pedestrian and bike pathway along
31 Sherman Parkway from Jordan Valley Park to Chestnut Expressway, with MHTC
32 reimbursing the federal share for the engineering phase up to 80 percent (\$61,295),

33 said agreement to be in substantial conformity with "Exhibit A," which is attached hereto
34 and incorporated herein by this reference.
35

36 Section 2 – City Council hereby authorizes the amendment of the budget of the
37 Department of Public Works upon the awarding of grant funds for Fiscal Year 2023-
38 2024 in the accounts and in the amounts shown on Budget Adjustment No. 033, a copy
39 of which is attached hereto and incorporated herein by reference as "Exhibit B."
40

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

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

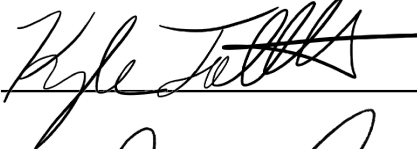
47 Section 5 – This Ordinance shall be in full force and effect from and after
48 passage.
49

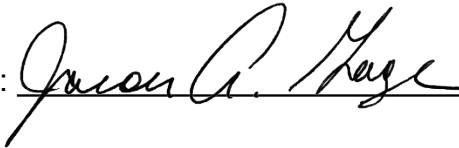
50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 _____
60 Approved as to form:  _____, Assistant City Attorney
61

62 _____
63 Approved for Council action:  _____, City Manager

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

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

By _____

Commission Counsel

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

3. Payrolls and basic records (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

3. Withholding for unpaid wages and liquidated damages.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
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:

Don Smith 10-10-2023
Department Head Date

Approved By:

DD Hill 10-10-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-253
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-254 (HOSMER)

FILED: 10/25/2023

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:

- 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

1 AUTHORIZING the City Manager, or his designee, to enter into a federal Carbon
2 Reduction Program Agreement with the Missouri Highways and
3 Transportation Commission; and approving a budget adjustment
4 amending the Fiscal Year 2023-2024 budget of the Department of
5 Public Works in the amount of \$96,641 to appropriate the federal grant
6 funds.
7 _____
8

9 WHEREAS, the Infrastructure Investment and Jobs Act established the Carbon
10 Reduction Program ("CRP") to provide funds for projects designed to reduce
11 transportation emissions; and
12

13 WHEREAS, The Missouri Highways and Transportation Commission ("MHTC")
14 has determined that the Springfield South Creek Greenway, a pedestrian pathway along
15 Sunset Street from Fremont Avenue to Glenstone Avenue, is consistent with the goals
16 of the CRP; and
17

18 WHEREAS, the CRP allows for reimbursement of up to 80 percent (\$96,641) of
19 the total design cost; and
20

21 WHEREAS, the required minimum local match of 20 percent (\$24,160) would be
22 funded from the 1/8-cent Transportation Sales Tax – Walkability Program and is already
23 budgeted.
24

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

28 Section 1 – The City Manager, or his designee, is authorized to enter into a
29 Carbon Reduction Program Agreement with the Missouri Highways and Transportation
30 Commission, providing for reimbursement up to the amount of \$96,641, to fund the
31 design of the South Creek Greenway project, said Agreement to be in substantial
32 conformity with "Exhibit A," which is attached hereto and incorporated herein by this
33 reference.

34
35 Section 2 – City Council hereby authorizes the amendment of the budget of the
36 Department of Public Works upon the awarding of grant funds for Fiscal Year 2023-
37 2024 in the accounts and in the amounts shown on Budget Adjustment No. 031, a copy
38 of which is attached hereto and incorporated herein by reference as “Exhibit B.”
39

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

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

46 Section 5 – This Ordinance shall be in full force and effect from and after
47 passage.
48

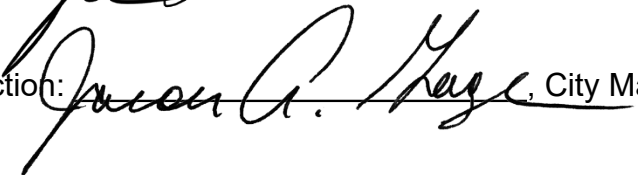
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form:  _____, Assistant City Attorney
60

61
62 Approved for Council action:  _____, City Manager

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

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Title _____

Commission Counsel

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

3. Payrolls and basic records (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

3. Withholding for unpaid wages and liquidated damages.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
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:

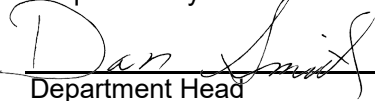
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	000000	00000	\$96,641	Design of a Pedestrian Pathway Along Sunset Street from Fremont Avenue to Glenstone Avenue
Net Expenditure Adjustment						\$96,641	

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:

 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 2023-257 (HORTON)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A resolution declaring it necessary to construct sanitary sewers in Sanitary Sewer District No. 182 of Section No. 16 in the City, located in the general vicinity of West Bypass and Division Street; providing for payment therefore; and providing for publications and notices.

PURPOSE: To declare it necessary to construct sanitary sewers in Sanitary Sewer District No. 182 of Section No. 16 in the City, located in the general vicinity of West Bypass and Division Street; provide for method of payment therefore; and provide for publications and notices.

BACKGROUND INFORMATION: 1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution 7995, to eliminate septic tanks within the City limits and to encourage infill by providing sanitary sewer service. This project will be funded by sewer improvement bonds that are already budgeted. It will make sewer available to 7 tracts which will result in the subsequent elimination of 7 septic systems from within the City limits of Springfield.

2. Special Ordinance 26713 passed by City Council on April 4, 2016 established and defined the boundaries for Sanitary Sewer District No. 182 of Section No. 16 as shown on Exhibit A.

3. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.

4. Wastewater from this district would flow to the Southwest Treatment Plant.

5. The project was advertised in the Daily Events on August 29, 2023, through August 31, 2023.

6. Bids were opened in the Busch Building on September 28, 2023, at 10:00 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Hamilton & Dad, Inc	\$ 411,313.91
JD Wallace Contracting, LLC	\$ 310,243.00
Engineer's Estimate	\$ 441,020.00

7. Tax bills will be issued for the actual costs to construct the sanitary sewers for Sanitary Sewer District No. 182 of Section No. 16 upon completion of the project. Based upon the bid received, the estimated cost for property owners is \$0.49 per square foot of property owned.

8. To assist property owners with the costs associated with the sewer tax bills and sewer hookup, several programs are available. The City Sewer Financial Assistance Program provides residential property owners the opportunity to take advantage of a maximum cap per tract on the tax bill amount. A low-interest loan to help with costs for hookup to the sewer is available through the Department of Environmental Services. The Sanitary Sewer Installation and Connection Assistance Program provides two types of assistance for low and moderate-income families. One provides a deferred, no-interest loan for sewer hookup costs. The other is a direct grant to offset the cost of the tax bill. The City also provides a 15-year, low-interest payback arrangement for tax bill costs.

9. Letters have been mailed to property owners in the district with information regarding the proposed sewer construction, related costs, and available assistance programs. Also included in the letter is a notice regarding the rights of affected property owners to protest the project or its proposed method of payment through special tax bills.

10. This resolution is for a public improvement, where a special tax bill is issued, and thus qualifies as a one-reading bill under Charter Section 10.15. There will be a separate council bill submitted, once the remonstrance period has expired, for consideration of proceeding with construction of the project.

REMARKS: Environmental Services recommends passage of this Council Bill.

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 10/24/2023

Attachments:

1. District 182 of Section 16 - Resolution
2. District 182 of Section 16 - Exhibit A

One-rdg. _____ X
P. Hrngs. _____
Pgs. _____ 6
Filed: _____ 10-31-23

Sponsored by: _____ Horton _____

COUNCIL BILL _____ 2023-257 _____ RESOLUTION _____

A RESOLUTION

1 DECLARING it necessary to construct sanitary sewers in Sanitary Sewer District
2 No. 182 of Section No. 16 in the City, located in the general vicinity of
3 West Bypass and Division Street; providing for payment therefore; and
4 providing for publications and notices.
5 _____
6

7 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
8 SPRINGFIELD as follows:
9

10 Section 1 – The City Council hereby declares it necessary to construct sanitary
11 sewers in Sanitary Sewer District No. 182 of Section No. 16, located in the general
12 vicinity of West Bypass and Division Street. Plans and specifications for the project,
13 together with an estimate of the total cost for the project, including construction,
14 construction contingency, fees, and other expenses, and an estimate of the portion of
15 the total cost to be assessed against each property to be benefited by the project, are
16 on file in the office of the City Clerk and are available to the inspection of the public.
17

18 Section 2 – The City Council has issued special assessment general obligation
19 bonds pursuant to Article 6, Section 26(d) of the Missouri Constitution to pay for all or
20 part of a construction cost, including interest incurred by the City in financing the project.
21 Special assessments issued by the City pursuant to this Resolution and other
22 ordinances of the City shall be used to pay for such bonds. Such bonds shall be in
23 effect for a period of 15 years.
24

25 Section 3 – All the cost of such improvements in the sewer district shall be
26 assessed and levied on the properties benefited thereby. Each City property in the
27 benefited district shall be specially assessed, and special tax bills issued by the City for
28 collection, with the special assessment including the following costs: the cost of all
29 necessary materials and labor to construct the sanitary sewers in the sewer district, the
30 cost of publications pertaining to said construction, the cost of necessary abstracts, the
31 cost of engineering, which shall not exceed 15 percent of the contract bid price of the
32 improvements, or estimated price, whichever is the lesser, the cost of right(s)-of-way
33 necessarily acquired by the City for the construction of said improvement, and a
34 connection impact fee in the amount required by Section 120-246 of the City Code. The

special assessment shall be levied against each property in said sewer district in proportion to the square footage of said property. The apparent low bidder for the construction of sanitary sewers in Sanitary Sewer District No. 182 of Section No. 16 is JD Wallace Contracting, LLC, who submitted the lowest responsible and responsive bid for Joint Sanitary Sewer District No. 182 of Section No. 16 in the amount of \$310,243.00.

Section 4 – The estimated cost to be assessed to property owners through special tax bills is \$0.49 per square foot of property owned, subject to adjustment for actual final costs. The special tax bills are payable in 15 equal annual installments becoming due together with interest at a rate not to exceed the amount permitted by state law to date on each anniversary date after the issuance thereof, for a period of 15 years after the date of issuance of the tax bills; provided, however, that the person paying such tax bills shall have the right to pay the same in part or in full within 30 days after issuance thereof with no interest and shall have the further right to pay any combination of annual principal payments or the unpaid balance of said tax bills with interest thereon up to the date of payment, within 30 days after the end of any yearly period when any installment is payable. In addition to the above, tax bills may be paid in full at any time during the year with interest thereon up to the date of payment.

Section 5 – Every special assessment shall be a lien against the property therein described from the date of issuance, which lien shall continue until paid in full.

Section 6 – The provisions of Sections 98-215, 98-216, 98-217, 98-218, 98-219, 98-220, 98-221, 98-286, 98-291, and 98-292 of the City Code shall apply to special tax bills issued pursuant to this Resolution, except where such sections are inconsistent with this Resolution or the ordinances authorizing this project.

Section 7 – If any special assessment of any lot, tract, or parcel of ground is found invalid by any court of competent jurisdiction, the City Council may reassess the benefit and the cost against such lots, tracts, and parcels of ground in the sewer district which are benefited by the improvements constructed therein or said special assessment may be made against the City at large.

Section 8 – The Director of Environmental Services shall cause notice of the proposed sewer improvements to be published in a daily newspaper printed in the City for five consecutive insertions, and at the same time not less than three copies of the proposed ordinance shall be posted in conspicuous places within the limits of the district, in accordance with City Charter Section 10.6 and City Code Section 98-286(3) (d).

Section 9 – This Resolution is for a public improvement, where a special tax bill is issued, and thus qualifies as a one-reading bill under Charter Section 10.15.

Passed at meeting: _____

Mayor

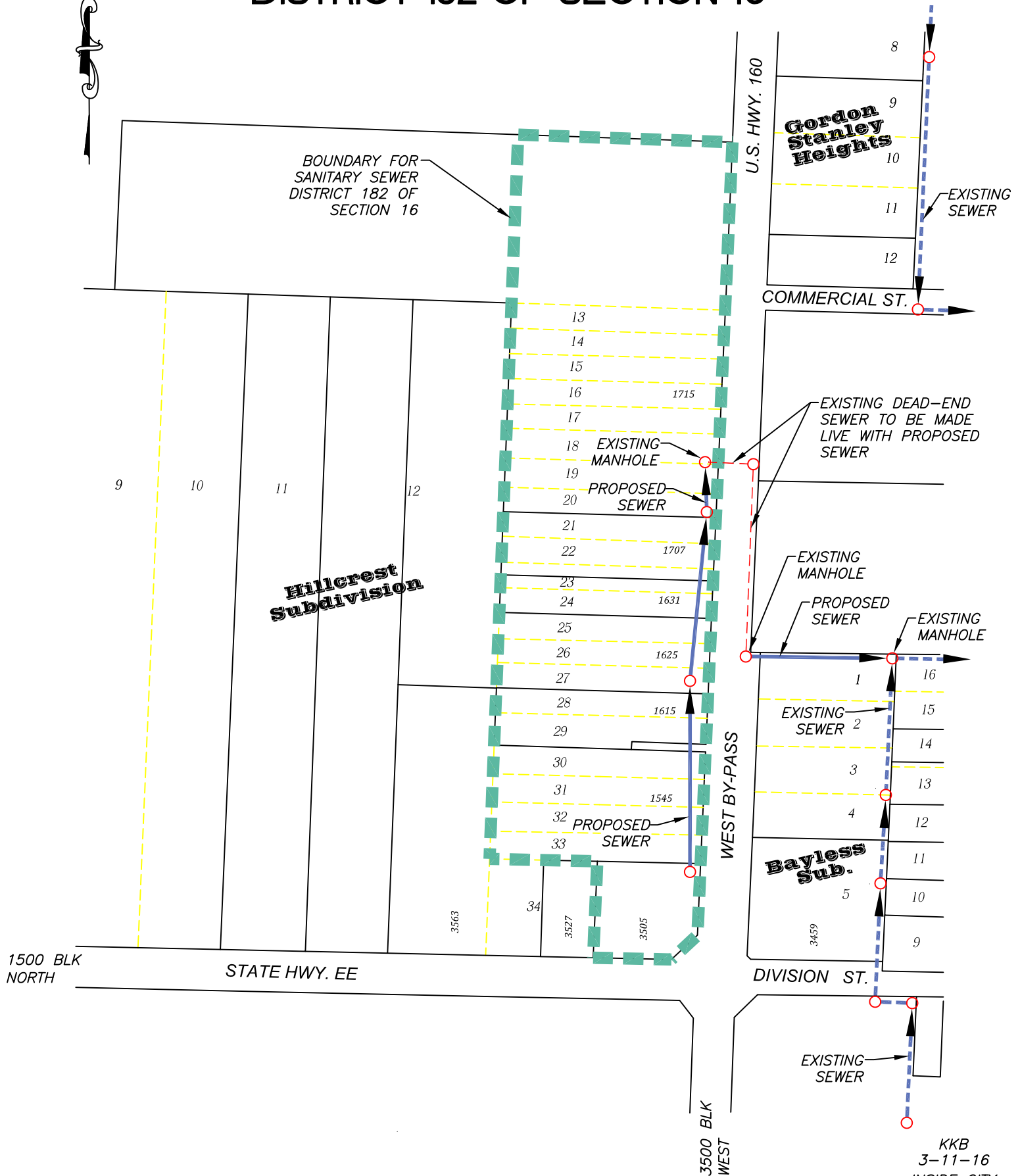
Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Jim Millington, Deputy City Attorney

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

SANITARY SEWERS DISTRICT 182 OF SECTION 16



EXPLANATION TO COUNCIL BILL 2023-258 (HORTON)

FILED: 10/25/2023

ORIGINATING DEPARTMENT: Law

TITLE: A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' to add additional requirements to notify property owners and occupants of residential dwellings within 200 feet of the location of a liquor license application.

PURPOSE: To initiate amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' to add additional requirements to notify property owners and occupants of residential dwellings within 200 feet of the location of a liquor license application.

BACKGROUND INFORMATION: The City issues liquor licenses to businesses within 200 feet of residential dwellings. Springfield City Code, Section 36-459, 'Special regulations for retail liquor sales,' is located in the City's Zoning Ordinance. Section 36-459 currently requires liquor license applicants to post signage within the property's borders advising that persons within 200 feet who own property zoned residential or designated for single-family or two-family residential use in a Planned Development district have 21 days from the date the notice is posted to protest the granting of a liquor license. Such notice must also be advertised in a newspaper for at least five consecutive issues. If 50 percent of such property owners sign a protest petition, the liquor license application is forwarded to City Council to determine whether to grant the liquor license. If no protest petition or an insufficient protest petition is filed, the liquor license can be issued administratively provided all other requirements for a liquor license are met. Section 36-459 does not require mailed notification to property owners and occupants of residential dwellings within 200 feet of the property where intoxicating liquor would be sold at retail.

Therefore, Councilmember Horton has asked staff to prepare amendments to Section 36-459 that would require notification to owners and occupants of residential properties in writing via mail when an applicant intends to apply for a liquor license within 200 feet of a residential dwelling. Notifications would be mailed on the first day of the applications filing because the process is time sensitive due to the requirement to file a protest petition with sufficient signatures in 21 days. Occupants of residential dwellings and property owners within 200 feet of the location of the liquor license application would also be mailed the necessary details to file a protest petition as part of the notification, as well as instructions on next steps should the protest petition be deemed sufficient or insufficient. This Resolution directs staff to prepare text amendments to Section 36-459 but does not amend Section 36-459 at this time. Because Section 36-459 is part of the Zoning Ordinance, a public hearing must be held by the Planning and



Zoning Commission and City Council on any amendments to the section. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 10/26/2023

Attachments: 1. Initiate Liquor License Amend_res

One-rdg. X
P. Hrngs.
Pgs. 4
Filed 10-31-2023

Sponsored by: Horton

COUNCIL BILL 2023-258 RESOLUTION

A RESOLUTION

1 INITIATING amendments to the Springfield Land Development Code, Article III,
2 'Zoning Regulations,' Section 36-459, 'Special regulations for retail liquor
3 sales,' to add additional requirements to notify property owners and
4 occupants of residential dwellings within 200 feet of the location of a
5 liquor license application.
6
7

8 WHEREAS, the City issues liquor licenses to businesses within 200 feet of
9 residential dwellings; and
10

11 WHEREAS, Springfield City Code, Section 36-459, 'Special regulations for retail
12 liquor sales,' currently requires liquor license applicants to post signage within the
13 commercial property's borders but does not require mailed notification to property
14 owners and occupants of residential dwellings within 200 feet of the commercial
15 property where intoxicating liquor would be sold at retail; and
16

17 WHEREAS, all residential dwellings in Springfield neighborhoods are occupied
18 by individuals who are: homeowners, tenants, and in some cases, residents in
19 transitional housing; and
20

21 WHEREAS, all residential occupants and property owners are entitled to due
22 process of communication similar to zoning and short-term rental cases, and therefore
23 entitled to notification in writing via mail when an applicant intends to apply for a liquor
24 license within 200 feet of a residential dwelling. Notifications should be mailed on the
25 first day of the applicant's filing because the process is time sensitive; and
26

27 WHEREAS, occupants of residential dwellings and property owners within 200
28 feet of the location of the liquor license application should also be mailed the necessary
29 details to file a protest petition and instructions on next steps should the protest petition
30 be deemed sufficient or insufficient; and
31

32 WHEREAS, to accomplish improved notification City Council desires to authorize
33 the City Manager to prepare amendments to the Springfield Land Development Code,
34 Article III, 'Zoning Regulations,' Section 36-459 consistent with the intent and purpose of
35 this Resolution.

36 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:
38

39 Section 1 – City Council hereby initiates, and authorizes the City Manager, or
40 designee, to prepare proposed amendments to the Springfield Land Development
41 Code, Article III, 'Zoning Regulations,' Section 36-459, 'Special regulations for retail
42 liquor sales,' on behalf of and for consideration by City Council, to add additional
43 requirements to notify property owners and occupants of residential dwellings within 200
44 feet of the location of a liquor license application as outlined in the "Whereas" clauses of
45 this Resolution.
46

47 Section 2 – The City Manager, or his designee, shall transmit proposed
48 amendments to the Planning and Zoning Commission for their report and
49 recommendation, as provided in Section 36-367. Such amendments shall then be
50 transmitted to City Council for consideration.
51

52 Section 3 – This Resolution shall be effective from and after passage.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Resolution _____
62

63
64 Approved as to form: Rhonda Lewsader, City Attorney
65

66
67 Approved for Council action: Jason A. Hays, City Manager



EXPLANATION TO COUNCIL BILL 2023-259 (MCGULL, CARROLL, HOSMER, LE

FILED: 10/26/2023

ORIGINATING DEPARTMENT: Law

TITLE: A resolution instructing the City Manager to pursue an updated historic building survey, to provide an estimated cost for such survey to City Council, and to apply for a Historic Preservation Grant to help with funding for the survey. (Recommended by the Plans and Policies Committee.)

PURPOSE: To instruct the City Manager to pursue an updated historic building survey, to provide an estimated cost for such survey to City Council, and to apply for a Historic Preservation Grant to help with funding for the survey. (Recommended by the Plans and Policies Committee.)

BACKGROUND INFORMATION: This Resolution was recommended by the Plans and Policies Committee.

In the mid-1980s, the City had a historic building survey completed for Commercial Street, Walnut Street, and some notable downtown and center city buildings. With the resurgence of downtown and Commercial Street, changes to buildings in those districts are not reflected in the historic building survey and a new survey needs to be conducted in the near future.

At its September 20, 2023, meeting, the Plans and Policies Committee voted to recommend to City Council to instruct the City Manager to pursue an update to the historic building survey conducted in the mid-1980s, to provide an estimated cost for such survey to City Council, and to apply for a Historic Preservation Grant to help with funding for the survey.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 10/26/2023

Attachments: 1. Historic Preservation P&P_res

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 10-31-23

 McGull, Carroll,
Sponsored by: Hosmer, Lee, Horton

COUNCIL BILL 2023-259 RESOLUTION

RESOLUTION

1 INSTRUCTING the City Manager to pursue an updated historic building survey, to
2 provide an estimated cost for such survey to City Council, and to
3 apply for a Historic Preservation Grant to help with funding for the
4 survey. (Recommended by the Plans and Policies Committee.)
5 _____
6

7 WHEREAS, the City previously had a historic building survey completed for
8 Commercial Street, Walnut Street, and some notable downtown and center city
9 buildings based on data compiled in the mid-1980s; and
10

11 WHEREAS, with the resurgence of downtown and Commercial Street, changes
12 to buildings in those districts are not reflected in the historic building survey and a new
13 survey needs to be conducted in the near future; and
14

15 WHEREAS, the City has an opportunity to apply for a Historic Preservation Grant
16 to help with the funding for such a survey.
17

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

21 Section 1 – City Council hereby instructs the City Manager to pursue an update
22 to the historic building survey conducted in the mid-1980s, to provide an estimated cost
23 for such survey to City Council, and to apply for a Historic Preservation Grant to help
24 with funding for the survey.
25

26 Section 2 – This Resolution shall be in effect immediately upon adoption.
27

28 Passed at meeting: _____
29

30 _____
31 Mayor
32

33 Attest: _____, City Clerk
34

35 Filed as Resolution: _____

36 Approved as to form: Rhonda Lewaden, City Attorney
37

38
39 Approved for Council action: Juan C. Noyes, City Manager



EXPLANATION TO COUNCIL BILL 2023-260 (HOSMER)

FILED: 10/26/2023

ORIGINATING DEPARTMENT: City Manager

TITLE: A resolution adopting the City of Springfield's Legislative Priorities for 2024.

PURPOSE: To adopt the City of Springfield's Legislative Priorities for 2024.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's 2024 Legislative Priorities. These priorities, once adopted, will guide the City's elected officials and staff in their work with state and federal legislators during 2024.

On October 17, 2023, City Council reviewed and provided guidance for the Legislative Priorities at a City Council Lunch meeting. The final version of the 2024 Legislative Priorities is attached as "Exhibit A." "Exhibit B" is provided in markup form for informational purposes only.

Submitted By:

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

Jason Gage, City Manager 10/27/2023

Attachments:

1. Legislative Priorities 2024_res
2. CC Legislative Priorities 2024 Exh A
3. CC Legislative Priorities 2024 Exh B

One-rdg. X
P. Hrngs. _____
Pgs. 11
Filed: 10-31-23

Sponsored by: Hosmer

COUNCIL BILL 2023 - 260 RESOLUTION _____

A RESOLUTION

ADOPTING the City of Springfield's Legislative Priorities for 2024.

WHEREAS, City Council is concerned with legislative matters at the state and federal level which have an impact on the governmental operations of the City of Springfield, Missouri; and

WHEREAS, City Council has identified several important legislative items that may be considered by federal and state legislatures in the upcoming year; and

WHEREAS, adoption of the legislative priorities will empower City officials, staff, and representatives to advocate on the City's behalf, before and to members of the federal and state legislatures.

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

Section 1 – City Council hereby adopts “Exhibit A,” a copy of which is attached hereto and incorporated herein by reference, as its Legislative Priorities for 2024.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

City of Springfield Legislative Priorities – 2024

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees; result in a new net cost and related tax burden to the City of Springfield and/or its citizens; or move municipal elections from April to Fall or introduce partisanship into municipal elections.
- **Special Interest Legislation** – The City of Springfield requests that legislation with statewide impact not be used to address localized concerns.
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime.
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield’s ability to: compete for jobs, enhance education and workforce development, improve transportation, provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment.
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that honors municipal taxing independence, preserves current revenue streams and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

Specific Priorities

- **Public Safety** – The City of Springfield supports:
 - sustained funding for mental health services, the Pretrial Witness Protection Service fund, rape kit testing, and sexual assault reduction and victim assistance needs, and

- efforts to reduce gun violence in our community and across the state of Missouri, including amending State law to match Federal law regarding the possession of handguns by minors.
- **Land Bank** – For the betterment of our neighborhoods, the City of Springfield supports legislation that allows Land Banks to accept property through the judicial tax sale system without its prior tax obligations (general or special real estate taxes, penalties, liens, etc.), and adds Springfield and other communities to the list of cities enabled to form a Land Bank.
- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies.
- **Municipal Court**
 - **Failure to Appear in Court for Traffic Violation (FACT Procedure)** – The City of Springfield asks our local delegation to reinstate the FACT (Failure to Appear in Court for Traffic Violation) procedure that was eliminated in 2015. This approach allows for a drivers license suspension after a 30-day warning/grace period for failing to appear in Municipal Court related to minor traffic violations. We also support other legal incentives that result in a higher court appearance rate.
 - **Municipal Court Warrants** – The City of Springfield asks our local delegation to introduce and support legislation that will amend RSMo 479.360.1(3) to *clearly* allow courts the ability to utilize bench warrants for those **defendants** that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.
 - **Municipal Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing to obtain program cost recovery from non-indigent probationers. We also support amendments that limit municipal liability for these programs.
- **Chronic Nuisance Properties and Dangerous Buildings**

Property Nuisances

The City of Springfield asks our local delegation to introduce and support a bill that will provide an accelerated abatement process for chronic nuisances by:

- Allowing a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations;
- Allowing violation notices to be sent only to owner;
- Allowing flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;

- Allowing nuisance abatement costs to run with the land;
- Allowing recovery of all direct costs associated with processing and abatement of nuisances; and
- The review of all related statutory narrative for topic and definitional clarity.

Dangerous/Unsafe Buildings

We ask our legislature to introduce and support a bill that:

- Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
 - Allows recovery of all direct costs associated with processing and abatement;
 - Allows for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill; and
 - Limits formal notice requirement to 'violation notice' and 'need to abate' purposes only.
- **State Provided Mental Health Services** – The City of Springfield asks our local delegation to invest in community mental health services (e.g., call centers, mobile crisis, 24-hour rapid access units, etc.). Roughly 1 of 5 individuals live with a mental illness or substance use disorder. We believe this investment will pay for itself many times over in both community dollars spent and lives saved.
 - **SB 1662 Homes-based Business Law** – The City of Springfield asks our local delegation to support legislation to amend or repeal the home-based work/business statutes changed by HB 1662 in 2022. These laws create legal zoning inequities and severely constrain cities from reasonably protecting residential neighborhoods from incompatible commercial and industrial activities.
 - **Video Lottery Terminals** – The City of Springfield asks the State legislature to lawfully define video lottery terminals (VLTs) as illegal gambling devices under State law.
 - **Transportation Development Districts (TDDs)** – The City of Springfield asks the State legislature to clarify the statutory use of TDD funds.
 - **Annexation** – The City of Springfield asks the State legislature to amend State law to enhance the ability of cities to apply the voluntary annexation process.
 - **Legislative Funding Requests** – The City of Springfield asks the State legislature to consider funding:
 - Interstate 44 Improvements. To fully fund all I-44 (from Kansas Expressway to Highway 65) project components to include widening to six lanes, lane

rehabilitation, bridge replacements, safe pedestrian/bicycle connectivity and safe interchange access from Highway 13.

- LeCompte Road/Eastgate Extension Funding. To fund \$3.4 million for the Eastgate Extension, which fully funds critical semi-truck transportation connections for up to 500 acres (200 acres immediately) of industrial development land above and adjacent to the Springfield Underground near I-44 and Highway 65.
- Family Connects Program Funding. To fund the Springfield-Greene County Family Connects at \$1 million per year for three years as an evidence-based newborn home visitation intervention that aims to help families during critical development which is vital to school readiness and healthy outcomes. Over time, home visitation programs are shown to reduce and prevent mental illness, reduce involvement in the criminal justice system and prepare children for successful education.

Exhibit B
markup version

City of Springfield Legislative Priorities – 2024

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees; **result in a new net cost and related tax burden to the City of Springfield and/or its citizens; or move municipal elections from April to Fall or introduce partisanship into municipal elections.**
- **Special Interest Legislation** – The City of Springfield requests that legislation with statewide impact not be used to address localized concerns.
- ~~**Avoid Unfunded Mandates** – The City of Springfield opposes any legislation that would result in a new net cost and related tax burden to the City of Springfield and/or its citizens.~~
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime.
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield’s ability to: compete for jobs, enhance education and workforce development, improve transportation, provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment.
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that honors municipal taxing independence, preserves current revenue streams and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

Specific Priorities

- **Municipal Elections** – The City of Springfield opposes legislation that would move municipal elections from April to Fall or introduce partisanship into municipal elections.
- **Public Safety** – The City of Springfield supports:
 - sustained funding for mental health services, the Pretrial Witness Protection Service fund, rape kit testing, and sexual assault reduction and victim assistance needs, **and**
 - amending State law to match Federal law regarding the possession of handguns by minors,
 - expanding the collection of DNA samples by requiring a sample be collected from any individual aged 18 or older who is arrested for any felony crime as defined by the Revised Statutes of the State of Missouri, and
 - efforts to reduce gun violence in our community and across the state of Missouri, **including amending State law to match Federal law regarding the possession of handguns by minors.** U.S. active shooter cases have nearly doubled (31 incidents to 61 incidents) from 2017 to 2021, killing or wounding 243 people in 2021 alone. In 2020, Missouri was ranked 4th for firearm mortality (ranked 17th in 2005) and 5th for firearm homicides per 100,000 persons. In addition, Springfield calls for shots fired has increased 82% (227 to 414 proj.) since 2019. (Sources: U.S. Dept. of Justice – Federal Bureau of Investigation, CDC, Pew Research Center and SPD data)
- **Land Bank** – For the betterment of our neighborhoods, the City of Springfield supports legislation that allows Land Banks to accept property through the judicial tax sale system without its prior tax obligations (general or special real estate taxes, penalties, liens, etc.), and adds Springfield and other communities to the list of cities enabled to form a Land Bank.
- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies. ~~that tend to prey on the poor. According to the State Commissioner of Finance’s report to the Governor, the average interest rate for “pay day” loans in Missouri in 2021 was 414%.~~
- **Municipal Court**
 - **Failure to Appear in Court for Traffic Violation (FACT Procedure)** – The City of Springfield asks our local delegation to **reinstate the FACT (Failure to Appear in Court for Traffic Violation) procedure that was eliminated in 2015. This approach allows for a drivers license**

suspension after a 30-day warning/grace period for failing to appear in Municipal Court related to minor traffic violations. We also support other legal incentives that result in a higher court appearance rate. ~~introduce legislation that will reinstate the FACT Procedure. In 2015, SB 5 eliminated the FACT driver's license suspension procedure for "minor traffic violations" found in RSMo 302.341.2 for "minor traffic violations". Under current law, the driver's license for those who fail to appear in Municipal Court after receiving a citation can no longer be suspended for minor traffic violations. As a result, arrest warrants are immediately issued for these defendants. The prior FACT process did allow for driver's license suspensions after a 30-day warning/grace period. This process gives defendants a chance to address their case before their license is suspended. Additionally, we have found a much higher compliance rate with the FACT process than with the warrant process. Application of a comparable practice used by the State court system and/or other legal incentives that have the result of increasing court appearances are also supported.~~

- **Municipal Court Warrants** – The City of Springfield asks our local delegation to introduce and support legislation that will amend RSMo 479.360.1(3) to *clearly* allow courts the ability to utilize **bench** warrants for those **defendants** that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.
- **Municipal Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing to obtain program cost recovery from non-indigent probationers. We also support amendments that limit municipal liability for these programs.

- **Chronic Nuisance Properties and Dangerous Buildings**

Property Nuisances

The City of Springfield asks our local delegation to introduce and support a bill that will provide an accelerated abatement process for chronic nuisances by:

- ~~Provide Accelerated Abatement Process for Chronic Nuisances~~ – The City of Springfield asks our local delegation to introduce and support a bill that will **allowing** a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations;
- **Allowing** violation notices to be sent only to owner;
- **Allowing** flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
- **Allowing** nuisance abatement costs to run with the land;
- **Allowing** recovery of all direct costs associated with processing and abatement of nuisances; **and**

- **The Review of all related** statutory narrative for topic and definitional clarity.

Dangerous/Unsafe Buildings

We ask our legislature to introduce and support a bill that:

- Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
 - Allows recovery of all direct costs associated with processing and abatement;
 - Allows for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill; **and**
 - Limits formal notice requirement to 'violation notice' and 'need to abate' purposes only.
- **State Provided Mental Health Services** – The City of Springfield asks our local delegation to **invest in community mental health services (e.g., call centers, mobile crisis, 24-hour rapid access units, etc.). Roughly 1 of 5 individuals live with a mental illness or substance use disorder. We believe this investment will pay for itself many times over in both community dollars spent and lives saved.** ~~introduce and support legislation investing in community mental health services. Roughly 1 of 5 individuals live with a mental illness or substance use disorder. While progress is being made, decades of divestment has resulted in a significant need for services on the behavioral crisis continuum (includes crisis call centers, mobile crisis, 23-hour rapid access units, stabilization units, and co-responders), substance use disorder treatment and safety net services. We believe this investment will pay for itself many times over in both community dollars spent and lives saved.~~
 - **SB 1662 Homes-based Business Law** – The City of Springfield asks our local delegation to support legislation to **amend or repeal the home-based work/business statutes changed by HB 1662 in 2022. These laws create legal zoning inequities and severely constrain cities from reasonably protecting residential neighborhoods from incompatible commercial and industrial activities.** ~~repeal or significantly amend the home-based work and home-based business sections of HB 1662. This new law disrupts the equitable application of municipal zoning across residential, commercial and industrial areas. It also directly pre-empts Missouri cities from applying reasonable zoning regulations necessary to adequately protect the peace, quiet and tranquility of our residential neighborhoods from an unlimited list of incompatible commercial and industrial activities.~~
 - **Video Lottery Terminals** – The City of Springfield asks the State legislature to lawfully define video lottery terminals (VLTs) as illegal gambling devices under State law.
 - **Transportation Development Districts (TDDs)** – The City of Springfield asks the State legislature to clarify the statutory use of TDD funds.

- **Annexation** – The City of Springfield asks the State legislature to amend State law to enhance the ability of cities to apply the voluntary annexation process.
- **Legislative Funding Requests** – The City of Springfield asks the State legislature to consider funding:
 - **Interstate 44 Improvements.** To fully fund all I-44 (from Kansas Expressway to Highway 65) project components to include widening to six lanes, lane rehabilitation, bridge replacements, safe pedestrian/bicycle connectivity and safe interchange access from Highway 13.
 - **LeCompte Road/Eastgate Extension Funding.** To fund \$3.4 million for the Eastgate Extension, which fully funds critical semi-truck transportation connections for up to 500 acres (200 acres immediately) of industrial development land above and adjacent to the Springfield Underground near I-44 and Highway 65.
 - **Family Connects Program Funding.** To fund the Springfield-Greene County Family Connects at \$1 million per year for three years as an evidence-based newborn home visitation intervention that aims to help families during critical development which is vital to school readiness and healthy outcomes. Over time, home visitation programs are shown to reduce and prevent mental illness, reduce involvement in the criminal justice system and prepare children for successful education.



EXPLANATION TO COUNCIL BILL 2023-261 (HARDINGER)

FILED: 10/09/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution authorizing the City Manager, or his designee, to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency for the Community-wide Assessment Grants program to carry out assessments on sites potentially contaminated with petroleum, pollutants, or other hazardous substances to prepare these sites for cleanup and productive reuse.

PURPOSE: To adopt a resolution authorizing the City Manager to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency ("EPA") for the Community-wide Assessment Grants program to carry out assessments on sites potentially contaminated with petroleum, pollutants, or other hazardous substances to prepare these sites for cleanup and productive reuse.

BACKGROUND INFORMATION: Since 1999, the City of Springfield has received over \$8.5m in assessment, cleanup, and revolving loan fund grants through the EPA Brownfields Program. The city has also received Brownfields Job Training grants that are managed by Workforce Development. Previous assessment grants have been used to perform Phase I and Phase II Environmental Site Assessments to determine conditions and comply with due diligence prior to purchase for City acquisitions and for private parties to facilitate brownfield cleanup and redevelopment. Over 350 assessments have been performed on brownfields sites in our community to date.

This grant will be used to continue developing inventory of brownfields sites, prioritizing potential sites for assessment based on community input, and the City's Comprehensive Plan Forward SGF. Grant funds can also be used for area-wide and revitalization planning, site specific cleanup planning, and community engagement to bring brownfield sites back into productive use.

Priority will be given to properties targeted for city acquisition, sites within identified target areas, including the Renew Jordan Creek daylighting project, Downtown and Commercial Street, the Grant Avenue Parkway Corridor, neighborhood identified sites, and Forward SGF subareas. The application deadline for this grant is November 13, 2023. No cost share is required.

REMARKS: Staff recommends approval.

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

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



Maurice S. Jones, Deputy City Manager 10/23/2023

Attachments: 1. Brownfields Assessment Grant 2023_res

One-rdg. X
P. Hrngs.
Pgs. 4
Filed 10-31-23

Sponsored by Hardinger

COUNCIL BILL 2023-261 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for up to \$500,000 in grant
2 funds from the United States Environmental Protection Agency for the
3 Community-wide Assessment Grants program to carry out
4 assessments on sites potentially contaminated with petroleum,
5 pollutants, or other hazardous substances to prepare these sites for
6 cleanup and productive reuse.
7
8

9 WHEREAS, the City of Springfield has received over \$8.5 million in assessment,
10 cleanup, and revolving loan fund grants through the United States Environmental
11 Protection Agency ("EPA") Brownfields Program since 1999; and
12

13 WHEREAS, this grant would provide funding to continue developing inventory of
14 brownfields sites and prioritizing potential sites for assessment, and could also be used
15 for area-wide and revitalization planning, site-specific cleanup planning, and community
16 engagement to bring brownfield sites back into productive use; and
17

18 WHEREAS, priority will be given to properties targeted for City acquisition, sites
19 within identified target areas, neighborhood-identified sites, and Forward SGF subareas;
20 and
21

22 WHEREAS, the application deadline for this grant is November 13, 2023.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
28 up to \$500,000 in grant funds from the EPA for the Community-wide Assessment
29 Grants program.
30

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

33 Passed at meeting:
34
35

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

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

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



EXPLANATION TO COUNCIL BILL 2023-262 (HOSMER)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the State of Missouri Department of Economic Development to accept \$3,880,000 of state General Revenue Funds appropriated by the Missouri General Assembly to support maintenance and improvements to Hammons Field.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the State of Missouri, Department of Economic Development ("DED"), for the purpose of accepting \$3,880,000 of state General Revenue Funds, appropriated by the General Assembly by House Bill 7.023, Fiscal Year 2024.

BACKGROUND INFORMATION: The Missouri General Assembly appropriated funds (\$4,000,000 subject to a 3% reduction from the Governor's reserve of \$120,000) from the General Revenue Funds to the Department of Economic Development ("DED") in House Bill 7.023, Fiscal Year 2024, in the amount of \$3,880,000 for the maintenance and improvements of sports complex ("Hammons Field") located in a city with more than one hundred sixty thousand but fewer than two hundred thousand inhabitants. The State agreement allows the City to seek reimbursement for the City's \$4,000,000 contribution made into the capital improvement fund to make the immediate Major League Baseball-mandated improvements to Hammons Field during the acquisition of the complex. The funds will be deposited into the City's General Fund, which is the funding source for the original capital deposit.

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 10/23/2023

Attachments:

1. Hammons Field Reimbursement_ord (1)
2. HB 7 Agreement City of Springfield _ Exh A

One-rdg. X
P. Hrngs.
Pgs. 10
Filed: 10-31-23

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2023-262

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 State of Missouri Department of Economic Development to accept
3 \$3,880,000 of state General Revenue Funds appropriated by the
4 Missouri General Assembly to support maintenance and improvements
5 to Hammons Field.
6
7

8 WHEREAS, the Missouri General Assembly appropriated funds in the amount of
9 \$4,000,000, subject to a 3% reduction for the Governor's Reserve, to the Missouri
10 Department of Economic Development ("DED") for maintenance and improvements to a
11 sports complex ("Hammons Field") located in a city with more than one hundred sixty
12 thousand but fewer than two hundred thousand inhabitants; and
13

14 WHEREAS, the proposed agreement through which the City is to accept these
15 funds allows the City to seek reimbursement for the City's \$4,000,000 contribution into
16 the capital improvement fund for immediate improvements to Hammons Field, as
17 mandated by Major League Baseball, that the City made during the acquisition of the
18 Hammons Field complex; and
19

20 WHEREAS, the maximum funding amount of \$3,880,000 under the agreement
21 will be deposited into the City's General Fund, which was the funding source for the
22 original capital improvement fund deposit.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 the House Bill 7 Funding Agreement, Fiscal Year 2024, with the DED for the purpose of
29 accepting \$3,880,000 in funds appropriated by the General Assembly for maintenance
30 and improvements to Hammons Field, with said House Bill 7 Funding Agreement, Fiscal
31 Year 2024, to be substantially the same as the document attached hereto and
32 incorporated herein by reference as "Exhibit A."
33

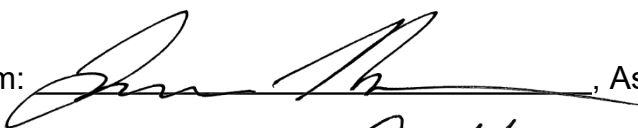
34 Section 2 –City Council hereby finds and declares that this Ordinance may be
35 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
36 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
37 this Ordinance shall be in full force and effect from and after passage.
38

39 Passed at meeting: _____
40

41 _____
42 Mayor
43

44 Attest: _____, City Clerk
45

46 Filed as Ordinance: _____
47

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

51
52 Approved for Council action: , City Manager



House Bill 7 Funding Agreement
Fiscal Year 2024

This agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Recipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

RECIPIENT* The City of Springfield, Missouri	RECIPIENT'S PARENT (if applicable) Not applicable
STATE OF ORGANIZATION Missouri	TYPE OF ENTITY Political subdivision
MAXIMUM FUNDING AMOUNT* \$3,880,000	EFFECTIVE DATE OF AWARD* July 1, 2023
PERIOD OF PERFORMANCE April 1, 2023 to June 10, 2024	FUNDING SOURCE AND GENERAL DESCRIPTION § 7.023, Springfield Hammons Field
NOTICE TO RECIPIENT* City of Springfield Attn: David Holtman Director of Finance 840 Boonville Avenue Springfield, MO 65801 Phone: 417/864-1632 Email: dholtman@springfieldmo.gov	NOTICE TO DED* Department of Economic Development Attn: Bradley Clark Director of New Programs Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The Missouri General Assembly appropriated, and the Governor approved, \$4,000,000 for DED "For the maintenance and improvements of a sports complex located in any city with more than one hundred sixty thousand but fewer than two hundred thousand inhabitants" from the "General Revenue Fund" for State Fiscal Year 2024 (July 1, 2023 – June 30, 2024, "FY24") (House Bill 7, § 7.023) (the "Appropriation").
- 2.2. All appropriations from the General Revenue Fund are reduced by 3% for the Governor's Reserve, resulting in the Maximum Funding Amount in Section 1 of this Agreement.

- 2.3. Recipient sought the Appropriation through its elected senator or representative.
- 2.4. The City of Springfield is the only city in Missouri described in the Appropriation.
- 2.5. The Parties wish to set forth their mutual expectations and obligations with respect to the Appropriation for Recipient, and agree as follows:

3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, Section 1 (terms followed by an asterisk), Sections 2 and 4 of this Agreement, and as follows:
 - (a) "General Revenue Funds" mean the financial assistance Recipient may receive from DED under this Agreement, which must not exceed the Maximum Funding Amount in Section 1 of this Agreement.
 - (b) "Request for Reimbursement" means the form, including accompanying and supporting documentation, completed by Recipient and submitted to DED to request payment from General Revenue Funds.
 - (c) "RSMo" means the Revised Statutes of Missouri.

4. RECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

- 4.1. Recipient represents the following:
 - (a) Recipient purchased the Hammons Field (home of the Springfield Cardinals since 2005) and related parking lots in March 2023 for \$12 million, and entered into a 15-year lease with the Springfield Cardinals so the team would remain in Springfield.
 - (b) To close the lease agreement with the Springfield Cardinals, the City created an initial \$4 million capital improvement fund to make the immediate Major League Baseball-mandated improvements to Hammons Field.
 - (i) The agreed-upon initial capital improvements are in Exhibit F to the Amended and Restated Ballpark Lease Agreement between Recipient and Springfield Cardinals, LLC¹, as authorized in Special Ordinance 27802. A true copy of Exhibit F is attached as Exhibit 1 to this Agreement.
 - (c) The City made the \$4 million deposit into the capital improvement fund at the time of the sale/lease with the Springfield Cardinals.
 - (d) Hammons Field is also home to the Missouri State University Baseball Bears, which will continue to play their home games at Hammons Field under the provisions of their license.
 - (e) Recipient sought this Appropriation to utilize the one-time General Revenue Funds to reimburse Recipient for Recipient's initial contribution of \$4 million to the capital improvement fund (the "Project").

¹ Exhibit 3 to Special Ordinance 27802, at [ORD27802.pdf \(springfieldmo.gov\)](https://springfieldmo.gov/ORD27802.pdf).

- 4.2. Recipient understands and agrees that the General Revenue Funds under the Appropriation have only been appropriated for FY24. Recipient understands that DED does not include continuation of line item appropriations such as the one for this Project in its budget requests. To receive General Revenue Funds or other state funding after June 10, 2024, Recipient shall be responsible for securing State appropriation(s) for the Project for FY25 (July 1, 2024 to June 30, 2025), or later, if necessary.

5. PAYMENT OF FUNDS

- 5.1. To be paid from the current FY24 appropriation authority, Recipient must submit Request(s) for Reimbursement to DED no later than June 10, 2024.
- 5.2. Recipient shall include with its Request(s) for Reimbursement proof of Recipient's payment of \$4 million into the capital improvement fund as required by the Amended and Restated Ballpark Lease Agreement.
- 5.3. Upon receipt of a Request for Reimbursement and proof of payment as required in Section 5.2, DED shall disburse General Revenue Funds to Recipient up to the Maximum Funding Amount for the purposes of the Project.
- 5.4. DED is not liable for any of Recipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Funding Amount in Section 1 of this Agreement.

6. ACCOUNTING PRACTICES

- 6.1. Recipient shall maintain, during the term of this Agreement, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this Agreement. Recipient agrees to make available to DED, during normal business hours, all book of account, reports and records relating to this Agreement for the duration of this Agreement and retain them for a minimum period of one (1) year beyond the last day of the Agreement term.

7. TERMINATION

- 7.1. This Agreement shall terminate automatically 90 days from the end of the Period of Performance or an earlier termination of this Agreement pursuant to Section 8 of this Agreement.
- 7.2. Upon termination, Sections 1 (table), 2 (recitals), 3 (definitions), and 8 (default and remedies), of this Agreement shall survive and continue in force.

8. DEFAULT AND REMEDIES

- 8.1. Recipient's knowing misrepresentation of a material fact to DED in this Agreement, a Request for Reimbursement, or in any communication or document in connection with this Agreement, is a default event, in which case DED may cancel this Agreement, and Recipient shall have no right or claim to the Appropriation and shall forfeit and repay the General Revenue Funds received by Recipient under this Agreement.
- (a) For the purposes of this Section 8.1 of this Agreement, "knowing" means Recipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 8.2. Recipient's failure to comply with the terms of this Agreement, or failure to make sufficient progress so as to endanger performance, are default events, in which case DED may take one or more of the following actions:
- (a) Temporarily withholding General Revenue Funds pending the correction of the deficiency;

- (b) The disallowance of costs and the establishment of an accounts receivable;
- (c) Wholly or partially suspending or terminating this Agreement; and
- (d) Such other remedies as may be legally available.

9. STANDARD TERMS

- 9.1. **Federal Laws and Regulations.** This Agreement may be subject to the laws and regulations of the United States. Recipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 9.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Recipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Project in addition to those specifically stated in this Agreement.
- 9.3. **Recipient Status.** Recipient is an independent contractor and shall not represent Recipient or Recipient's employees to be employees of DED.
- 9.4. **Authorized Employees – Missouri Law.** Pursuant to [§ 285.530.1 RSMo](#), Recipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
 - (a) Recipient submitted an Affidavit Pursuant to § 285.530 RSMo and Recipient's Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding to DED.
 - (b) Recipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.
- 9.5. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Recipient submits Request(s) for Reimbursement to DED. Recipient understands and agrees that appropriated funds may be reduced unilaterally by the State through withholdings made pursuant to the Missouri Constitution, Article IV, § 27. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.
- 9.6. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Recipient and Notice to DED in Section 1 of this Agreement.
 - (a) Notwithstanding Section 9.7 of this Agreement to the contrary, DED and Recipient may from time to time designate, unilaterally and by written notice given under this Section 9.6 to the other, additional or substitute contact information.
 - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 9.7. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 9.8. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 9.9. **Hyperlinks.** Hyperlinks in this Agreement to statutes, regulations, executive orders, and other compliance materials are solely for the convenience of the Parties. Although effort has been made to hyperlink to official government sources, neither of the Parties has control over the content at those hyperlinked webpages and no representations are made as to the accuracy of the material at the hyperlink or the performance of the hyperlink.
- 9.10. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 9.11. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Recipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 9.12. **No Assignment.** Recipient shall not assign, including by merger (if Recipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this Section 9.12 will be void.
- 9.13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 9.14. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 9.15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 9.16. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 9.17. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Recipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Recipient is a party.

- 9.18. **Licenses, Permits, and Approvals.** Recipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 9.19. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.20. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any other document contemplated by this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 9.21. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

10. ENTIRE AGREEMENT

- 10.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

Department of Economic Development

By:

Michelle Hataway, Acting Director

Date signed

The City of Springfield, Missouri

By:

Jason Gage, City Manager

Date signed

Approved as to Form

City Attorney, or Designee

EXHIBIT FINITIAL CAPITAL IMPROVEMENTS

1. **Player Parking** – Home and visiting/umpire sides must have a secure lot with an unencumbered route from the parking lot to the clubhouse
2. **Home Training Room** – Expand to 400 sq. ft. in accordance with MLB PDL facility standards
3. **Home Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
4. **Visiting Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
5. **Visiting Team Locker Room** - Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
6. **Visitors' Side Commissary and Dining Area** – Expand to add 300 sq. ft. and include a refrigerator, freezer, sink, dishwasher, microwave, cabinets and seating for at least 8 individuals in accordance with MLB PDL facility standards
7. **Visiting Training Room** – Expand to 300 sq. ft. and include a second full-body whirlpool and a desk in accordance with MLB PDL facility standards.
8. **Team Storage** – Include 200 sq. ft. dedicated to lockable storage
9. **Female Staff Facilities** – Both home and visiting sides, include 2 lockers, 1 shower, 1 water closet, 1 lavatory and 100 sq. ft.
10. **Weight Room** – Expand at least 100 sq. ft.. Need new flooring and must create entry for visiting side and block access for visiting clubs to see inside Cardinals Clubhouse area
11. **Hitting/Pitching Tunnels** – Increase height to 70 foot candle minimum, and increase length to 75 ft. in accordance with MLB PDL facility standards.
12. **Primary and Secondary Internet** – The stadium does not meet the minimum internet requirements
13. **Field Dimensions and Playing Surface** – Warning track in front of dugouts may need to be changed to 15 ft. (currently 10.25 ft.)
14. **Bullpens** – Protective overhead cover required in both home and visiting bullpens, as well as MLB PDL required safety upgrades
15. **Dugouts** – Anti-skid surface in both dugouts. Also need updated helmet racks and benches
16. **Batter's Eye** – Expand to be 30 ft. high and 60 ft. wide in accordance with MLB PDL facility standards. Replace / install vegetation
17. **Field Lighting** – Increase infield height to 100 foot candles and outfield to 70 foot candles in accordance with MLB PDL facility standards
18. **Stadium and Player Safety Security Upgrades** – Create a command center with live camera functions for added player/fan use entry points and common areas as required by MLB PDL
19. **Office Space** – Build or renovate current office space areas for the Cardinals' front office staff (i.e., to accommodate for changes to and/or reduction of the existing office space made necessary as a result of MLB PDL required renovations to locker rooms and other adjacent spaces)



EXPLANATION TO COUNCIL BILL 2023-263 (MCGULL)

FILED: 10/13/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 5.5 acres of private property generally located at 5298 East Farm Road 104, and referenced as Annexation A-6-2023, into the City of Springfield. (Staff recommends approval.) (By: Kurt Wouk; 5298 East Farm Road 104; A-6-2023.)

PURPOSE: To adopt an ordinance to annex approximately 5.5 acres of private property generally located at 5298 East Farm Road 104 into the City of Springfield as Annexation A-6-2023. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 5298 E. Farm Road 104 are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 5.5 acres into the City of Springfield. There is no public right-of-way being annexed as part of this request. The owner is proposing to annex and rezone for a new commercial development.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the city and whether the city can furnish normal city services within a reasonable period. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS: The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the property.



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

Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 10/24/2023

Attachments:

1. A-6-2023_ord
2. A-6-2023_exhA
3. A-6-2023_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 10-31-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-263

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 5.5 acres of
4 private property generally located at 5298 East Farm Road 104, and
5 referenced as Annexation A-6-2023, into the City of Springfield. (Staff
6 recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 5298 East
12 Farm Road 104; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days, prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein within a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and

35 incorporated herein by this reference.

36
37 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
38 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

39
40 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
41 amended by adding thereto the land described in "Exhibit A."

42
43 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
44 precincts and council zones,' is hereby amended by placing the property described in
45 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
46 accordance with the provisions of State law.

47
48 Section 5 – The City Clerk is directed to: (1) file certified copies of this
49 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
50 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
51 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
52 any other information that the Director of Revenue may require. The City Clerk is further
53 authorized and empowered to perform any other administrative acts which are
54 consistent with the intent of this Ordinance.

55
56 Section 6 – This Ordinance shall be in full force and effect from and after
57 passage.

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

67
68 Approved as to form: Ca H, Assistant City Attorney

69
70
71 Approved for Council action: Jason A. Hays, City Manager
72

EXHIBIT A

LEGAL DESCRIPTION
A-6-2023

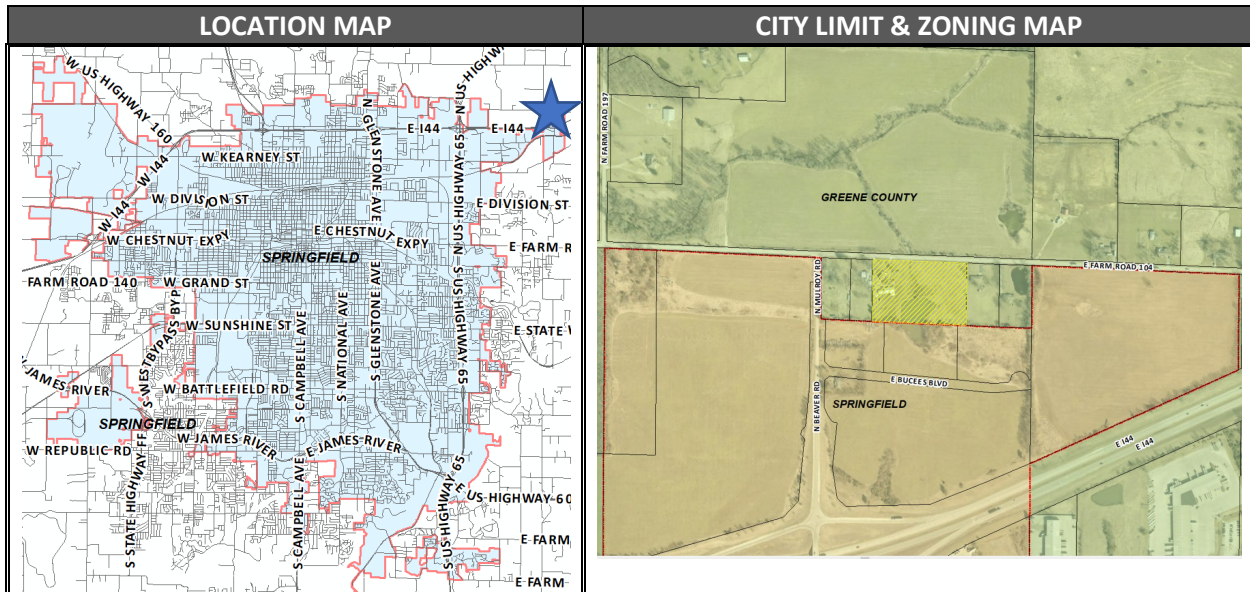
ALL THAT PART OF THE EAST ONE-HALF ($\frac{1}{2}$) OF LOTS TWO (2) AND THREE (3), OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), NORTH OF HIGHWAY INTERSTATE (ROUTE 2), NOW INTERSTATE #44, EXCEPT BOOK 1502 AT PAGE 1617, BOOK 1549 AT PAGE 1814, BOOK 1550 AT PAGE 2128, BOOK 1554 AT PAGE 75, IN BOOK 1633 AT PAGE 2024 AND EXCEPT BOOK 1691 AT PAGE 839, IN GREENE COUNTY, MISSOURI. EXCEPT ALL THAT PART TAKEN OR USED FOR PUBLIC ROAD RIGHT-OF-WAY.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-6-2023
Location:	5298 East Farm Road 104
Total Acres:	5.5 acres
Applicant:	Kurt Wouk
Existing Land Use:	Single-family residential/agricultural
City Council:	November 6, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval

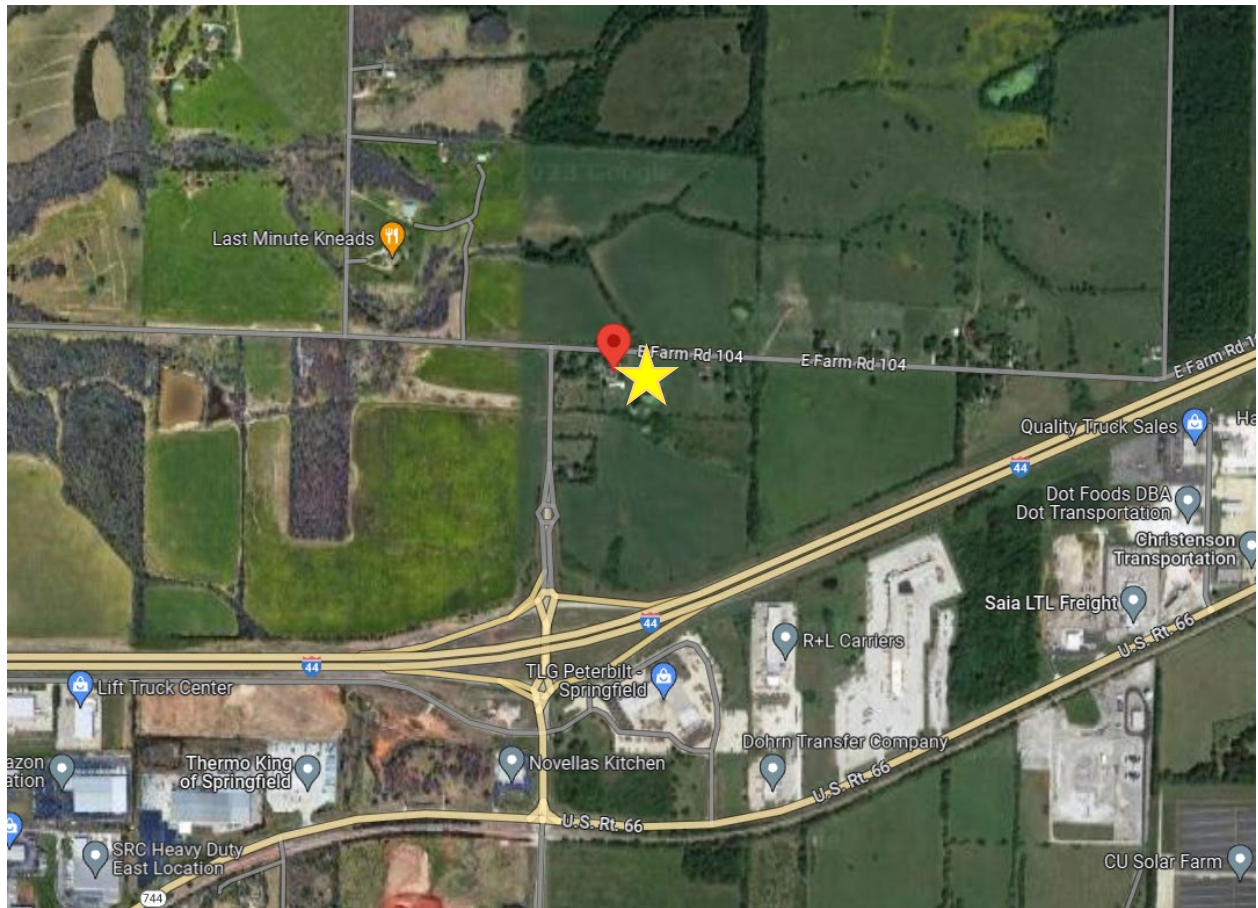
PROJECT SUMMARY:

Request to annex approximately 5.5 acres of private property generally located at 5298 E. Farm Road 104 into the City of Springfield.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



As viewed from Farm Road 104

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County R-1, Suburban Residence District. The annexation is being processed concurrently with rezoning of the subject property and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority Two areas represent long-term growth areas. These growth areas are primarily located on the eastern side of the City in the vicinity of two important eastern gateways at Interstate 44 and Hwy 65 and James River Freeway and Hwy 65. The City should consider the strategic value of each property and assemble annexation proposals in advance of new development. While these areas represent great opportunities for economic development and job growth, comprehensive infrastructure and emergency service planning will need to be improved in these areas. As outlined in **Chapter 8: Economic Development** and **Chapter 10: Infrastructure and Community Facilities**, the City should prioritize planning of facilities and infrastructure to support new development over the course of the next 5 to 10 years to take advantage of existing land patterns and proximity to these emerging development corridors.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.

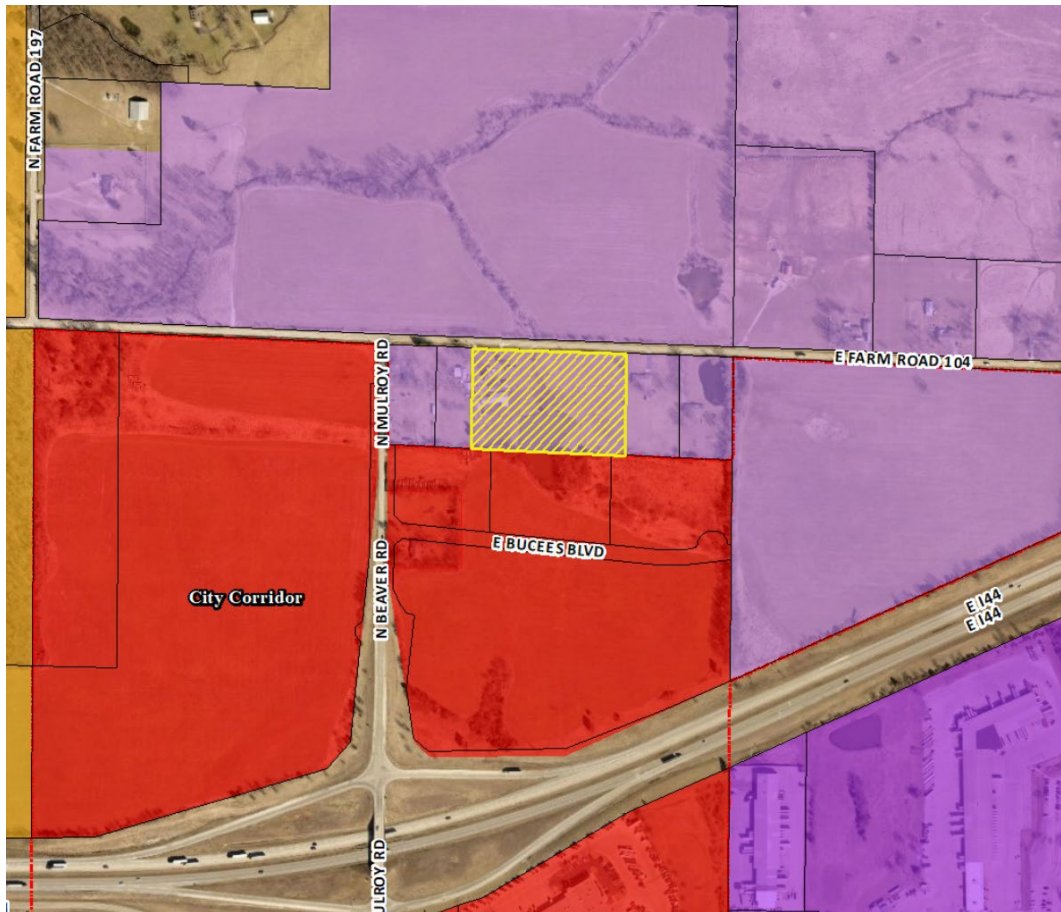
DEVELOPMENT REVIEW STAFF REPORT

5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The property involved in this annexation request was included within the Business Flex Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7). This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools, Colleges & Vocational Schools	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Services, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	HC	County R-1	County C-1
LAND USE	Agricultural uses	Retail uses and common area	Single-family residence	Single-family residence
PLACETYPES	Business flex	City Corridor	Business flex	Business flex

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed annexation. CU water is not currently available to the property, but can be extended from Buc-ee's Blvd to the south per CU's extension policy.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objection to annexation or rezoning however we have the following critical issues regarding connecting to public sewer:
 - a. Public sewer is located on the property to the south and is adjacent to this property. There is a trunkline connection fee of \$0.048 per sq. ft. of property connecting to public sewer. The area of this property according to the assessor's office is 239,144 sq. ft. Based on that the trunkline fee would be \$11,478.93 in addition to any sewer impact or other fees. If the owner has a more accurate area, this could be used instead of the assessor's information. This fee would be added to the sewer impact permit fee when building permits are issued.
 - b. This property is also not in a sewer district. Before a sewer permit could be issued, the property owner would need to sign and execute a special sewer connection agreement. These are required for sewer connections that are not in sewer districts. According to city code, no person shall connect to sanitary sewer located outside of a sewer district without obtaining a special connection agreement. This agreement does not relieve the property owner from special assessments for future sanitary sewer districts and/or joint sanitary sewer district connection fees (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. Contact me at 417-864-1934 if you have any questions.

DEVELOPMENT REVIEW STAFF REPORT

- c. A sewer impact permit fee will be required for all new connections or building sites. This fee is based on the size and number of proposed water meter(s) according to city code no. 120.246. Specify the size and number of the proposed water meter(s) on the utility plan.
When building plans are submitted, specify the point of connection to public sewer on the utility plan. Dimension the distance to the up and down stream manholes and the size of the proposed lateral.
4. EMERGENCY 911:
No comments.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
Any future access to Farm Rd. 104 requires a permit from the Greene County Highway Dept.
6. POLICE DEPARTMENT:
No issues with proposed annexation.
7. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #4 located at 2423 N Delaware, which is approximately 5.5 miles from the northwest corner of the property. Fire Station #3 located at 205 N Patterson is the secondary station responding to this location, which is 6.8 miles from the northwest corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 4.2 miles for the 1st due unit. ***This will negatively impact our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 55 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 8 minutes, 36 seconds. The 2nd due company has an estimated total response time of 9 minutes, 45 seconds. It is unlikely the standard of coverage benchmark could be met for both single company responses and the full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will not meet the initial unit or ERF benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.***

DEVELOPMENT REVIEW STAFF REPORT

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 4	8-9 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,3,12,7,1	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently, there is a 12” water main servicing the property to the south. *The Fire Department does not have any concerns with the water supply for this proposed annexation after fire code requirements are met.*

Impact – The Fire Department is unable to estimate the call activity due to the unique type of development. *The Fire Department is concerned about extended response times to this address from existing stations.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The 5.5 acre property drains North across E Farm Road 104. No existing detention or water quality Stormwater Control Measures are present. The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts**

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 existing pond on site is a farm pond and does not contain any Stormwater Control Measures. 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

DEVELOPMENT REVIEW STAFF REPORT

the Director of Public Works. The site drains through a culvert in E Farm Road 104 but there is not a drainage easement for the culvert or the drainage channel on the northside of the road.

2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

(1) To a Public Right-of-way.

(2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

(3) A certified natural watercourse.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

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

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

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

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

DEVELOPMENT REVIEW STAFF REPORT

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Farm Road 104	Collector	County	30	20	NA	No	Yes	No

ACCESS - There are currently two driveway access points onto the property from E. Farm Road 104. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Farm Road 104 near the property.

IMPROVEMENTS - No improvements are required for this annexation. A traffic study may be required for this property at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Kurt Wouk, has petitioned for the City of Springfield to annex approximately 5.5 acres of private property generally located at 5298 E. Farm Road 104 into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's HC, Highway commercial district, with the intent to start an RV Park business.
2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources.
3. Based on the subject property's location in the Priority Two strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.
4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary

DEVELOPMENT REVIEW STAFF REPORT

roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on one side by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council public hearing..... November 6, 2023

City Council second reading and vote November 20, 2023



EXPLANATION TO COUNCIL BILL 2023-265 (HORTON)

FILED: 10/13/2023

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 21.2 acres of property generally located at 901 South West Bypass from R-SF, Single-Family Residential District, and HC, Highway Commercial District, with Conditional Overlay District No. 2, to GR, General Retail District, with Conditional Overlay District No. 228; establishing Conditional Overlay District No. 228; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Carleton Resources, LLC; 901 S. West Bypass; Z-8-2023 w/COD No. 228.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 21.2 acres of subject property generally located at 901 S. West Bypass from R-SF, Single-Family Residential District and HC, Highway Commercial District with Conditional Overlay District No. 2 to GR, General Retail District and establishing a new Conditional Overlay District No. 228. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-8-2023/ CONDITIONAL OVERLAY DISTRICT NO. 228

The applicant is requesting to rezone approximately 21.2 acres of subject property generally located at 901 S. West Bypass from R-SF, Single-Family Residential District and HC, Highway Commercial District with Conditional Overlay District No. 2 to GR, General Retail District and establishing a new Conditional Overlay District No. 228. The applicant intends to develop a mixed-use development.

The proposed rezoning will create a mixed zoned property; however, a preliminary plat of Kay Pointe Place is being concurrently processed with this application and proposes a street (Lombard/Suburban) that will divide the existing R-SF from the new GR District.

Majority of the property being rezoned to GR (approx. 7.7 acres) is currently zoned HC, Highway Commercial District with COD No. 2 and allows for many of the same uses allowed in the GR District. Of the additional 13.5 acres being rezoned commercially, approximately four (4) acres is outside of the 100-year floodplain or floodway of Wilson's Creek and most will be utilized as open space, greenway trails or is the existing Wilson's Creek.

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 Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Traditional Neighborhood placetype. Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. This property appears to meet these criteria by being located adjacent to West Bypass and having a trail on the southwest portion of the property.
2. The Traditional Neighborhood placetype identifies low-intensity, neighborhood commercial as a supporting use. The primary land use in the Traditional Neighborhood placetype is single-family detached. The Traditional Neighborhood placetype recommends a "stepped down" approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood. It recommends that lower density residential uses are sufficiently screened and buffered between higher density housing and non-residential uses. It also recommends that the design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained. The applicant is proposing to leave the area north and west of the new Lombard/Suburban as R-SF and only multi-family uses along the south 110 feet from the proposed Lombard/Suburban connection. This will provide a step down from residential to commercial uses. The applicant is also proposing a mixed-use development with more intensity along West Bypass transitioning to lower density residential as it gets closer to the R-SF to the west.
3. The proposed COD has a couple of the same requirements as the existing COD No. 2, such as a required street connection between West Bypass and Kay Pointe Blvd and a traffic study with required improvements to be the responsibility of the developer. The COD also requires an enhanced perimeter landscaping than ordinarily prescribed along West Bypass and Kay Pointe Boulevard as recommended by the Comprehensive Plan.
4. The applicant is also requesting that only multi-family residential uses be allowed in the GR zoning within 110 feet of the proposed Lombard/Suburban Street as shown on the preliminary plat of Kay Pointe Place Subdivision. Residential uses are currently

allowed in the GR district provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses. A stream buffer easement will also need to be dedicated as shown on the preliminary plat of Kay Pointe Place Subdivision.

5. The subject property is located along West Bypass, classified as an Expressway roadway. Three other local streets, Lombard, Kay Pointe and Suburban, end at this property.

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 not any changing conditions in the area affected that make the proposed rezoning necessary at this time; however, the existing and proposed zoning have COD's that require the construction of a public street between West Bypass and Kay Pointe Boulevard that will significantly change conditions in the area. There will be additional traffic and development potential at this new intersection of West Bypass and Grand Street.

8. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property at intersections to the north and south along West Bypass.

9. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

10. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. The COD requires a traffic study at the time of development to determine impacts and assess any improvements that may be necessary. The existing COD prescribes improvements that would be required if Grand Street were extended. Grand Street is no longer on the Major Thoroughfare Plan to be extended through this property.

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 Traditional Neighborhood 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:

Maurice S. Jones, Deputy City Manager 10/24/2023

- Attachments:**
1. Z-8-2023 w COD 228 901 S West Bypass_ord
 2. Z-8-2023 COD 228_exhA
 3. Z-8-2023 COD 228_exhB
 4. Z-8-2023 COD 228_exhC
 5. Z-8-2023 COD 228_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 10-31-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-265

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 21.2 acres of property generally located at 901 South West Bypass
4 from R-SF, Single-Family Residential District, and HC, Highway
5 Commercial District, with Conditional Overlay District No. 2, to GR,
6 General Retail District, with Conditional Overlay District No. 228;
7 establishing Conditional Overlay District No. 228; and adopting an
8 updated Official Zoning Map. (Staff and Planning and Zoning
9 Commission recommend approval.)
10 _____
11

12 WHEREAS, an application has been filed for a zoning change of the property
13 generally located at 901 South West Bypass from R-SF, Single-Family Residential
14 District, and HC, Highway Commercial District, with Conditional Overlay District No. 2,
15 to GR, General Retail District, with Conditional Overlay District No. 228; and
16

17 WHEREAS, Conditional Overlay District No. 228 shall modify the requirements of
18 the Springfield Land Development Code Section 36-421, General Retail District, by
19 requiring that the property described in "Exhibit B" comply with the requirements
20 described in "Exhibit A"; and
21

22 WHEREAS, following proper notice, the Planning and Zoning Commission held a
23 public hearing on October 5, 2023, a copy of the Record of Proceedings from said
24 public hearing being attached hereto and incorporated herein by this reference as
25 "Exhibit C," and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application, which is attached hereto and incorporated herein by
29 this reference as "Exhibit D"; and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with the law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family
39 Residential District, and HC, Highway Commercial District, with Conditional Overlay
40 District No. 2, to GR, General Retail District, with Conditional Overlay District No. 228.
41 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
42 interpretation,' is hereby amended, changed, and modified consistent with this
43 Ordinance.

44
45 Section 2 – City Council hereby establishes Conditional Overlay District No. 228,
46 which shall contain the requirements and standards provided in "Exhibit A," which is
47 attached hereto and incorporated herein by this reference as though set forth herein.
48 The requirements of Conditional Overlay District No. 228 shall modify the requirements
49 of the Springfield Land Development Code Section 36-421, General Retail District, by
50 requiring the property described in "Exhibit B" comply with the requirements contained
51 in "Exhibit A."

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

58
59 Section 4 – The Official Zoning Map herein adopted shall be maintained and
60 archived in the same digital form in which this Council has approved its adoption.

61
62 Section 5 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance: _____

73
74 Approved as to form:  _____, Assistant City Attorney

75
76
77 Approved for Council action:  _____, City Manager
78

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-8-2023 COD 228

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Only multi-family residential uses are allowed within 110 feet south of proposed Lombard Street/Suburban Avenue as shown on the preliminary plat of Kay Pointe Place Subdivision. Non-residential uses are not allowed within 110 feet of the southern right-of-way line of proposed Lombard Street.
2. A public street system connection is required from the intersection of Kay Pointe Boulevard/Lombard Street/Suburban Avenue to the intersection of Grand Street at West Bypass as shown on the preliminary plat of Kay Pointe Place Subdivision.
3. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.
4. A minimum 10-foot-wide landscape buffer, Type S3 as described in Section 36-482, along West Bypass and Kay Pointe Boulevard is required.
5. A Category “A” Large Stream is present along the southern side of the rezoning area and is shown for recording on the preliminary plat of Kay Pointe Place Subdivision. The rezoning triggers the requirement for recording the 100 feet wide stream buffer easement per Chapter 8, Section 4.1.1 of the Flood Control and Water Quality Protection Manual.

EXHIBIT B

LEGAL DESCRIPTION

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29, RANGE 22, GREENE COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, $N89^{\circ}37'03''W$, 216.22 FEET TO AN EXISTING SURVEY MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, $N89^{\circ}37'03''W$, A DISTANCE OF 1117.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29, RANGE 22; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, $S02^{\circ}37'48''W$, A DISTANCE OF 666.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE $N89^{\circ}53'27''W$, A DISTANCE OF 263.92 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE EXTENSION OF THE EAST LINE OF TIMBERCREEK 6TH ADDITION, $N02^{\circ}00'40''E$, A DISTANCE OF 667.10 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE ALONG SAID EAST LINE OF TIMBERCREEK 6TH ADDITION, $N02^{\circ}56'09''E$, A DISTANCE OF 2.14 FEET; THENCE $N64^{\circ}39'05''E$ A DISTANCE OF 152.01 FEET; THENCE $N89^{\circ}35'52''E$ A DISTANCE OF 69.11 FEET; THENCE $S66^{\circ}03'47''E$ A DISTANCE OF 61.18 FEET; THENCE $N67^{\circ}06'54''E$ A DISTANCE OF 76.83 FEET; THENCE $N02^{\circ}56'09''E$ A DISTANCE OF 384.48 FEET; THENCE ON A NON-TANGENT TO THE LEFT WITH AN ARC LENGTH OF 578.77 FEET, A RADIUS OF 575.00 FEET, A CHORD LENGTH 554.65 FEET, BEARING $N55^{\circ}41'23''E$; THENCE $N30^{\circ}17'10''E$, A DISTANCE OF 83.52 FEET TO AN EXISTING SURVEY MONUMENT ON THE SOUTH LINES OF WESTWOOD HILLS FIRST ADDITION; THENCE ALONG THE SOUTH LINES OF SAID WESTWOOD HILLS SECOND ADDITION, THE FOLLOWING 3 COURSES: $S63^{\circ}15'01''E$, A DISTANCE OF 239.90 FEET TO AN EXISTING SURVEY MONUMENT; $62^{\circ}56'38''E$, A DISTANCE OF 109.90 FEET TO AN EXISTING SURVEY MONUMENT; $S89^{\circ}14'06''E$, A DISTANCE OF 255.58 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: $S02^{\circ}19'04''W$, A DISTANCE OF 106.80 FEET; $S08^{\circ}16'57''W$, A DISTANCE OF 100.54 FEET TO AN EXISTING SURVEY MONUMENT; $S02^{\circ}25'00''W$, A DISTANCE OF 50.02 FEET TO AN EXISTING SURVEY MONUMENT; $S03^{\circ}41'49''E$, A DISTANCE OF 100.53 FEET TO AN EXISTING SURVEY MONUMENT; $S02^{\circ}19'04''W$, A DISTANCE OF 433.20 FEET TO THE POINT OF BEGINNING, CONTAINING 21.2 ACRES.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 5, 2023

Z-8-2023 w/COD 228
901 South West Bypass (Applicant: Carleton Resources, LLC)

Daniel Neal stated that this is a request to rezone approximately 21.2 acres of subject property from R-SF, Single-Family Residential District and HC, Highway Commercial District with Conditional Overlay District No. 228 for a mixed-use development.

Bill Knuckles asked about the detention basin and sink holes.

Joe Codichini, Public Works, noted the two existing detention basins, sinkholes, floodplain and a stream buffer and is supportive of fee-in-lieu of and discharge to the existing flood plain and that will have to happen at the time of development when the two subdivisions discharge into this property.

Natalie Broekhoven opened the public hearing.

Todd Chandler, 186 Payne Stewart Drive, Branson MO, representing the applicant and here to answer any questions.

Natalie Broekhoven closed the public hearing.

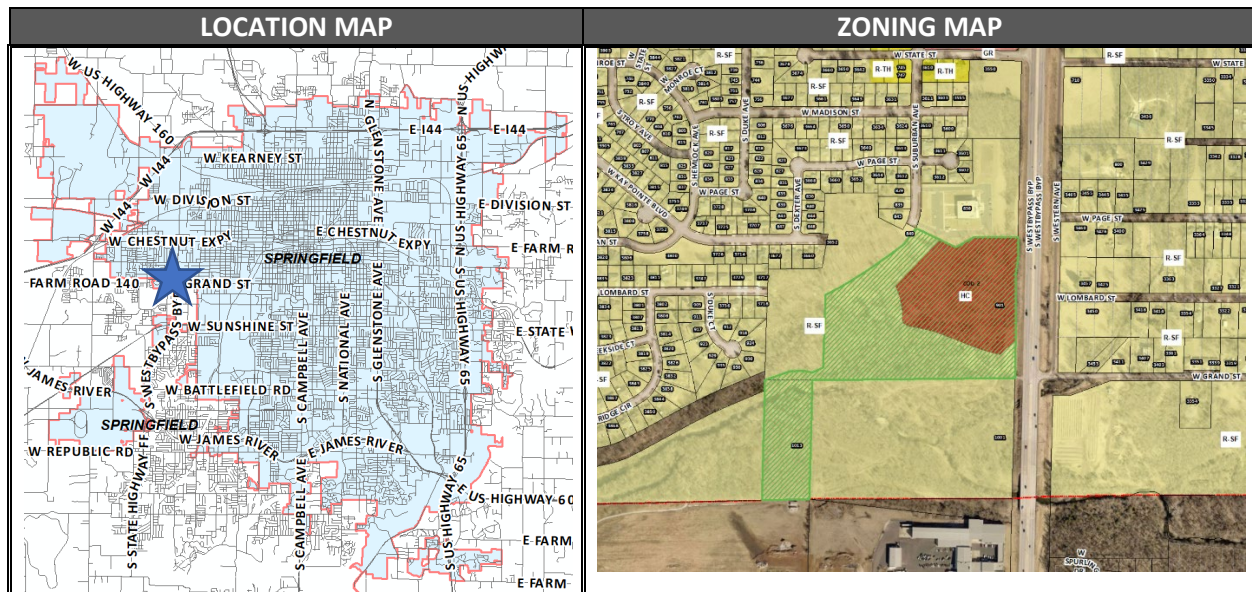
Planning and Zoning Commission Board Member Lebeck moved to **approve** Z-8-2023 w/COD 228. Planning and Zoning Commission Board Member Knuckles seconded the motion, and it was Passed with the following vote: Ayes: Commissioner Scott, Commissioner Broekhoven, Commissioner Knuckles, Commissioner Ridge, Commissioner Pauly, Commissioner Colony, Commissioner Lebeck, Commissioner Gunther. Nays: None. Absent: Britton Jobe. Abstain: None.



Bob Hosmer, AICP
Planning Manager

PROJECT INFORMATION	
Case Number:	Z-8-2023 w/COD No. 228
Location:	901 S. West Bypass
Total Acres:	21.2 acres
Applicant:	Carleton Resources, LLC
Existing Land Use:	Vacant/undeveloped land
Neighborhood Meeting:	May 17, 2023
Planning and Zoning Commission:	October 5, 2023
City Council:	November 6, 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-8-2023 with Conditional Overlay District No. 228 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).

Request to rezone approximately 21.2 acres of subject property generally located at 901 S. West Bypass from R-SF, Single-Family Residential District and HC, Highway Commercial District with Conditional Overlay District No. 2 to GR, General Retail District and establishing a new Conditional Overlay District No. 228.

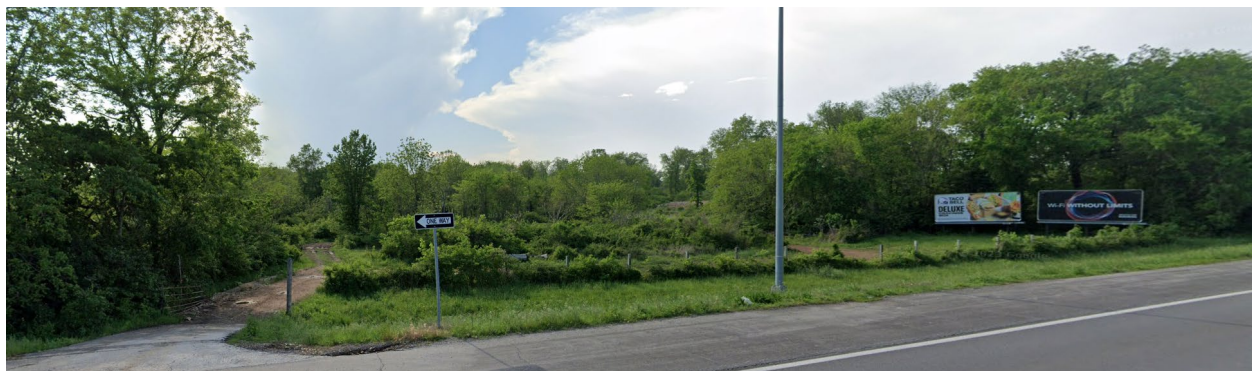


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

This property was annexed by election in 1968 and was originally zoned R-SF, Single-Family Residential District during the Citywide remapping in 1995.

In 2007, a portion of the property, 7.7 acres, along West Bypass was rezoned to HC, Highway Commercial District with a Conditional Overlay District No. 2 that had the following requirements to be completed prior to any development was to occur:

1. A final plat is recorded to create the lot.
2. A street system connection is required from the intersection of Kay Pointe Boulevard/Lombard Street/Suburban Avenue to the intersection of Grand Street and West Bypass including construction of a portion of Grand Street.
3. Construction of one through lane in each direction and a left turn lane at West Bypass for Grand Street is required. A left turn lane for northbound West Bypass and widening the east approach of Grand Street at West Bypass is required with construction of Grand Street west of West Bypass. A traffic signal is required at the intersection of Grand Street and West Bypass.
4. No access is permitted to Grand Street within 315 feet of the centerline of West Bypass. A median will be constructed on Grand Street when it is improved to a four-lane roadway. One access point is permitted to Grand Street between Kay Pointe and West Bypass. Access on Grand Street will be to and from westbound lanes only.
5. Kay Pointe Boulevard must be designed to intersect with Grand Street in compliance with Springfield design standards for public improvements assuming that the center-to-center distance between Lombard/Suburban and Grand Street is 400 feet, the elevation of Grand Street is between 1202 and 1205 feet above sea level, and Grand Street has a 2% super elevation sloping north to south.
6. No access will be permitted to West Bypass.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan.
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary.
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity.
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned.
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity.

DEVELOPMENT REVIEW STAFF REPORT

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 GENERAL RETAIL DISTRICT
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 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.
Minimum Lot Size	Not applicable to the GR, General Retail District
Maximum Height	Not applicable to the GR, General Retail District
Bulk Plane	All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.

DEVELOPMENT REVIEW STAFF REPORT

Minimum Yard Requirements	Front yards – 25 feet when fronting on a street classified as collector or higher, or as required by Section 36-453, Supplemental open space, and yard regulations. 15 feet when fronting a street classified as local, or as required by Section 36-453. The front yard setback may be reduced below the minimum required above if a Conditional Use Permit is approved in accordance with Section 36-363, Conditional use permits, or if a preliminary plat is approved in accordance with the City's subdivision regulations. Side yards – None, except as required by Section 36-453 and the bufferyard requirements contained in Section 36-482, Landscaping and bufferyards. Rear yards – None, except as required by the bufferyard requirements contained in Section 36-482.
Minimum Open Space	Not less than 20 percent of the gross site area shall be devoted to open space, including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking, storage, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan, meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved. (b) A landscape plan, meeting the requirements of Sections 36-482 and 36-483, Off-street parking and loading design standards, shall be submitted, and approved. (c) Off-street parking and vehicular use areas shall be screened from all residential uses, in accordance with Section 36-480, Screening and fencing. (d) Refuse storage areas shall be screened from view in accordance with Section 36-480. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (g) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Future development must comply with the interior and perimeter landscaping requirements, as applicable to a future site plan, per subsections 36-482 (9) (a) and (b), unless the property owner opts to utilize the point system described in subsection 36-482 (10) instead. Based on the proposed zoning for the subject area and the zoning of its

DEVELOPMENT REVIEW STAFF REPORT

	neighbors, a Bufferyard Type F will be required along the north and west property line where adjacent to property zoned R-SF, Single-Family Residential District.
--	---

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is located within the Traditional Neighborhood Placetype as designated on the Comprehensive Plan.

Traditional Neighborhoods are comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and buffer yards. Housing in Traditional Neighborhoods range from bungalows to expansive ranch-style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails. Traditional Neighborhoods tend to be expansive, isolating residents from services and resources on the edges, often beyond walking distance.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. Preservation of residential housing and housing patterns should be prioritized where lots are predominately accessed from side or internal local streets.

Primary Land Uses:

Single-family detached

Supporting Land Uses:

- Single-family attached
- Low-intensity multifamily
- Low-intensity, neighborhood commercial
- Parks, greenways, and open space
- Public and private schools and places of worship
- Low-intensity urban agriculture

Characteristics

- Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.

DEVELOPMENT REVIEW STAFF REPORT

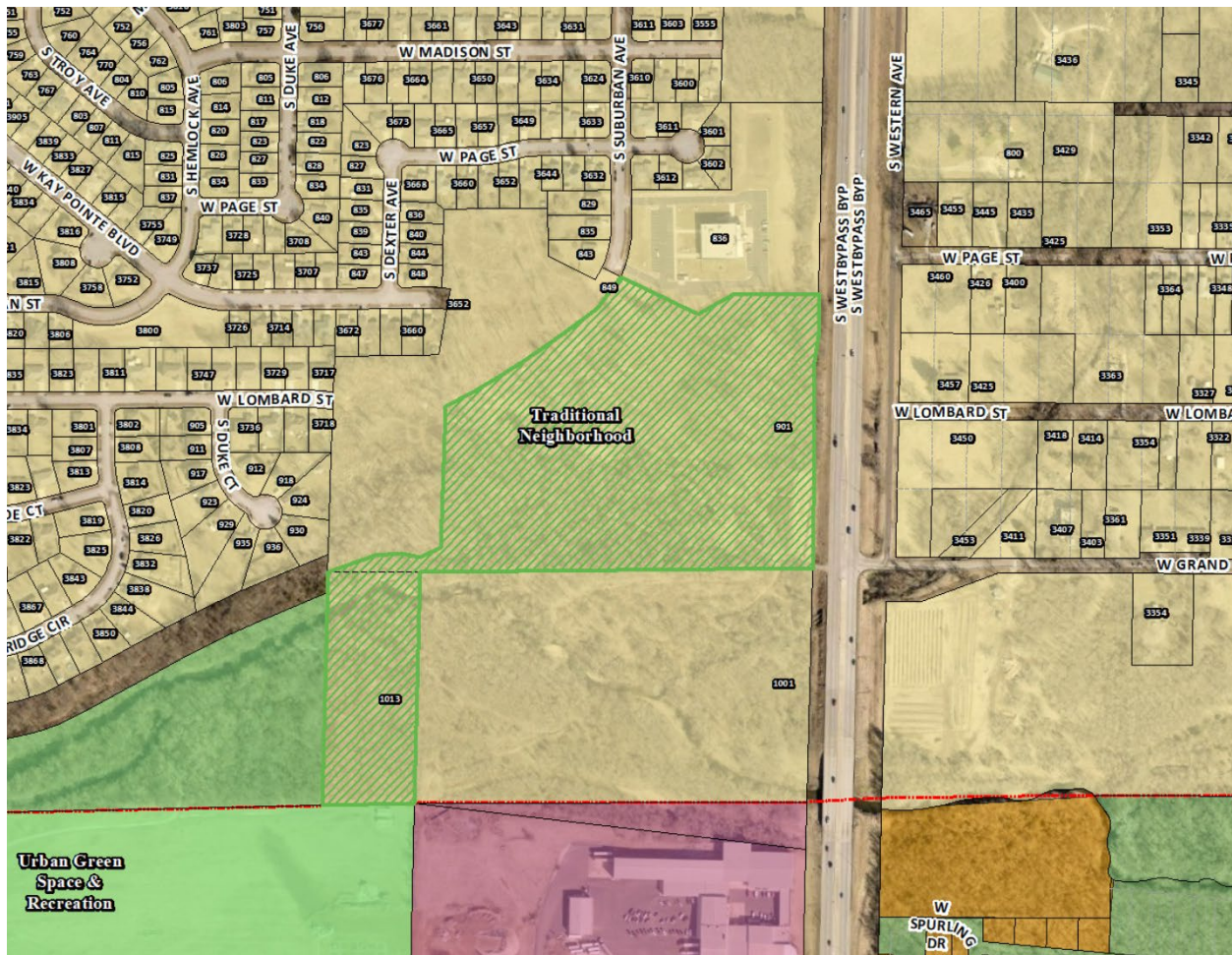
- Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
- Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.
- As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Major entrances into neighborhoods are marked by identification signs and landscaping.
- When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Transitions

- A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.
- Lower density residential uses are sufficiently screened and buffered between higher density housing and non-residential uses.
- The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES												
	Single Family Detached	Single Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service
Residential Neighborhood	●	○	◇	○	◇	◇	○						
Mixed Residential	●	●	○	○	◇	◇	○						
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○

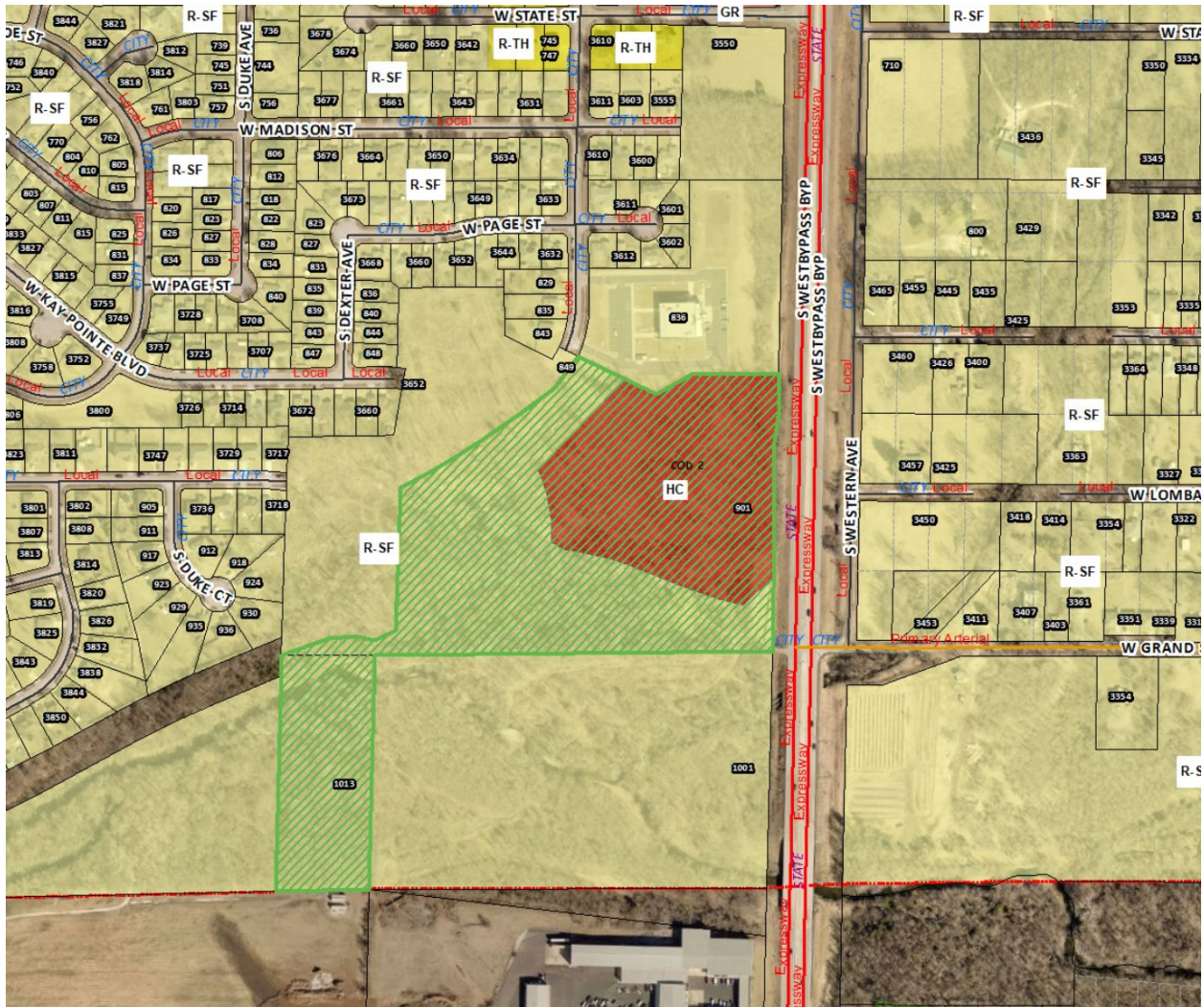
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Church uses	Undeveloped Wilson's Creek & Rutledge Wilson Park	Undeveloped and single-family residential uses	Undeveloped and single-family residential uses

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning or COD.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objection to rezoning. Public sewer will be required via public improvement plans to serve each lot according to city design standards. Those plans will need to be constructed and accepted or escrowed before the final plat can be approved.
4. FIRE DEPARTMENT:
Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:
901 N. West Bypass is an approx. 29-acre lot that is 0% existing impervious area. The site drains from North to South into the Wilson Creek stream and Floodplain. Two existing detention/water quality Stormwater Control Measures are present on site for off-site developments. The property is in the **Wilson's Creek** drainage basin. The property **is** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city **is** 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 be allowed due to proximity to the floodplain**.

PW Stormwater has no concerns for the proposed rezoning from R-SF/HC to GR. The submitted application does have a site plan. 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 future development will be all new development and will trigger the requirement for detention. A fee in lieu of detention application is permissible with the vicinity to the floodplain and stream.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for the proposed new development with well over 1 acre of disturbance shown. No redevelopment is present with the proposed site plan.
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

1. The proposed development is within the Floodplain of the Wilson Creek stream. Per Chapter 3, Sec 2.6 a Floodplain Development Permit is required.

NATURAL CHANNEL & STREAM BUFFERS

1. A Category A Large Stream is present on the Lot along the southern side and is shown for recording on the preliminary plat. The site was Rezoning triggers the requirement for recoding the 100 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.

SINKHOLES & KARST FEATURES

1. The Site contains two mapped sinkholes and will discharge to both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist at time of development.

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 at the final inspection of the Stormwater Permit.

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	S. West Bypass	Expressway	State	65	90	NA	No	No	No
Street 2	S. Suburban Avenue	Local	City	25	25	NA	Yes	Yes	Yes
Street 3	W. Kay Pointe Boulevard	Local	City	25	25	NA	Yes	Yes	Yes
Street 4	W. Lombard Street	Local	City	25	25	NA	Yes	Yes	Yes

DEVELOPMENT REVIEW STAFF REPORT

ACCESS - All access to the development shall be per the approved traffic study, current MoDOT standards and/or 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 - A traffic study will be required at the time of development. All requirements of the traffic study are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 21.2 acres of subject property generally located at 901 S. West Bypass from R-SF, Single-Family Residential District and HC, Highway Commercial District with Conditional Overlay District No. 2 to GR, General Retail District and establishing a new Conditional Overlay District No. 228. The applicant intends to develop a mixed-use development.
2. The proposed rezoning will create a mixed zoned property; however, a preliminary plat of Kay Pointe Place is being concurrently processed with this application and proposes a street (Lombard/Suburban) that will divide the existing R-SF from the new GR District.
3. Majority of the property being rezoned to GR (approx. 7.7 acres) is currently zoned HC, Highway Commercial District with COD No. 2 and allows for many of the same uses allowed in the GR District. Of the additional 13.5 acres being rezoned commercially, approximately four (4) acres is out of the 100-year floodplain or floodway of Wilson's Creek and most will be utilized as open space, greenway trails or is the existing Wilson's Creek.
4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Traditional Neighborhood placetype. Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. This property appears to meet these criteria by being located adjacent to West Bypass and having a trail on the southwest portion of the property.
5. The Traditional Neighborhood placetype identifies low-intensity, neighborhood commercial as a supporting use. The primary land use in the Traditional Neighborhood placetype is single-family detached. The Traditional Neighborhood placetype recommends a "stepped down" approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater

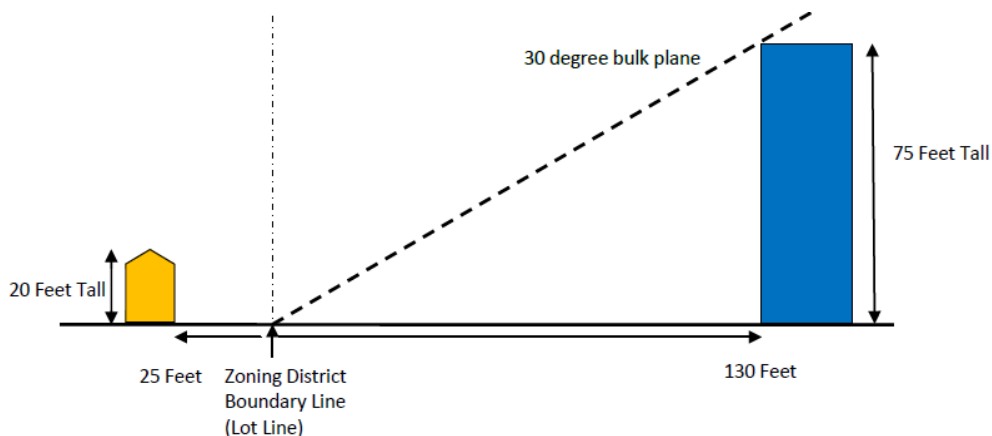
DEVELOPMENT REVIEW STAFF REPORT

densities/intensities located on higher functioning roadways, at the periphery of the neighborhood. It recommends that lower density residential uses are sufficiently screened and buffered between higher density housing and non-residential uses. It also recommends that the design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained. The applicant is proposing to leave the area north and west of the new Lombard/Suburban as R-SF and only multi-family uses along the south 110 feet from the proposed Lombard/Suburban connection. This will provide a step down from residential to commercial uses. The applicant is also proposing a mixed-use development with more intensity along West Bypass transitioning to lower density residential as it gets closer to the R-SF to the west.

6. The proposed COD has a couple of the same requirements as the existing COD No. 2, such as a required street connection between West Bypass and Kay Pointe Blvd and a traffic study with required improvements to be the responsibility of the developer. The COD also requires an enhanced perimeter landscaping than ordinarily prescribed along West Bypass and Kay Pointe Boulevard as recommended by the Comprehensive Plan.
7. The applicant is also requesting that only multi-family residential uses be allowed in the GR zoning within 110 feet of the proposed Lombard/Suburban Street as shown on the preliminary plat of Kay Pointe Place Subdivision. Residential uses are currently allowed in the GR district provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses. A stream buffer easement will also need to be dedicated as shown on the preliminary plat of Kay Pointe Place Subdivision.
8. The subject property is located along West Bypass, classified as an Expressway roadway. Three other local streets, Lombard, Kay Pointe and Suburban, end at this property.
9. 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.
10. There are not any changing conditions in the area affected that make the proposed rezoning necessary at this time; however, the existing and proposed zoning have COD's that require the construction of a public street between West Bypass and Kay Pointe Boulevard that will significantly change conditions in the area. There will be additional traffic and development potential at this new intersection of West Bypass and Grand Street.
11. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property at intersections to the north and south along West Bypass.
12. 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.

DEVELOPMENT REVIEW STAFF REPORT

13. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. The COD requires a traffic study at the time of development to determine impacts and assess any improvements that may be necessary. The existing COD prescribes improvements that would be required if Grand Street were extended. Grand Street is no longer on the Major Thoroughfare Plan to be extended through this property.
14. 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.
15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.
16. Any building or structures within the GR District will be required to meet the 30-degree bulk plane from an R-SF or R-TH District. The bulk plane is a theoretical plane beginning at a district boundary (in this case) and rising over a slope determined by an acute angle measured up from the horizontal. The bulk plane defines the relationship of the height of a structure and the structure's setback from the district boundary. The Zoning Ordinance requires a **30-degree bulk plane** for the height of structures in a GR District measured from the R-SF District boundary line. **This means that for every one (1) foot of structure height, the building must be set back 1.73 feet from the district boundary line (example below).** This requirement would limit the height of the structure from the R-SF district boundaries to the north (adjacent private property), northwest (across Lombard/Suburban), east (across West Bypass), south (adjacent private property) and west (adjacent private property).



17. The General Retail District is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for

DEVELOPMENT REVIEW STAFF REPORT

community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

18. The development of the property will require a bufferyard along the west and north property lines immediately adjacent to the R-SF, Single-Family Residential zoning district. The normal bufferyard required between GR and R-SF would be a Bufferyard "Type F" at least twenty (20) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be three (3) canopy trees, three (3) understory trees, four (4) evergreen tree and twenty (20) shrubs. A six-foot-tall solid wood fence is also required as part of this bufferyard. A bufferyard type S2 is required along the north side of the property that is across from Lombard/Suburban Street. This bufferyard is a minimum of 15 feet in depth with plantings. A structure (i.e. fence, wall, berm or hedge row) is not required as part of this bufferyard S2.
19. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).
20. The applicant held a neighborhood meeting on May 17, 2023, regarding the rezoning request. A summary of the meeting is attached (Attachment 2).
21. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* Traditional Neighborhood Placetype.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Conditional Overlay District No. 228

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Only multi-family residential uses are allowed within 110 feet south of proposed Lombard Street/Suburban Avenue as shown on the preliminary plat of Kay Pointe Place Subdivision. Non-residential uses are not allowed within 110 feet of the southern right-of-way line of proposed Lombard Street.
2. A public street system connection is required from the intersection of Kay Pointe Boulevard/Lombard Street/Suburban Avenue to the intersection of Grand Street at West Bypass as shown on the preliminary plat of Kay Pointe Place Subdivision.
3. Off-site improvements related directly to the intensity of development shall be required at the time of development. To determine the off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements determined necessary by the TIS are incorporated into the approved site plan, public improvement plan, or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such permits, prior to the issuance of any building permits.
4. A minimum 10-foot-wide landscape buffer, Type S3 as described in Section 36-482, along West Bypass and Kay Pointe Boulevard is required.
5. A Category “A” Large Stream is present along the southern side of the rezoning area and is shown for recording on the preliminary plat of Kay Pointe Place Subdivision. The rezoning triggers the requirement for recording the 100 feet wide stream buffer easement per Chapter 8, Section 4.1.1 of the Flood Control and Water Quality Protection Manual.

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: HC & RSF (existing zoning) to GR (proposed zoning)
2. Meeting Date & Time: 5.17.23 4pm - 6:30pm
3. Meeting Location: LIBRARY CENTER MEETING ROOM - N. KANSAS EXPRESSWAY
4. Number of invitations that were sent: 41
5. How the mailing list was generated: By City Planning & Zoning Department upon request by Wilson Survey
6. Number of neighbors in attendance (attach a sign-in sheet): 13
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See meeting Summary Notes on email from 9.21.23

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

See meeting Summary Notes on email from 9.21.23

I, Kevin Carleton (print name), attest that the neighborhood meeting was held on May 17, 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

Kevin Carleton
Printed name of person completing affidavit

From: [Kevin Carleton](#)
To: [Neal, Daniel](#); [Menke, Andrew](#)
Cc: tchandler@greatriv.com; dlundstrum@greatriv.com
Subject: Kay Pointe Place Neighborhood Meeting Info
Date: Thursday, September 21, 2023 10:42:22 AM
Attachments: [Kay Pointe Place Neighborhood Meeting Sign In Sheet 05.17.23.pdf](#)

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

Gentlemen

Please find attached the sign in sheet for the Kay Pointe Place Neighborhood Meeting from 05.17.23 that was held at the Library Center on N Kansas Expressway.

Meeting Summary

- A presentation was made to attendees by developer Kevin Carleton explaining the platting & rezoning details for the property.
- No questions or concerns about the platting or rezoning came up.
- Questions about the connection of Kay Pointe Boulevard to West Bypass were brought up by three attendees. The main concern was that there would be additional & unwanted traffic coming through their neighborhoods. I presented that the connection was a requirement for rezoning development & was not a negotiable item with the City & that a positive for them was that there would be a more convenient & safe connection to the West Bypass from their neighborhoods.
- Overall the meeting was pleasant & very positive & do not anticipate any real opposition to the platting & rezoning case.

Sincerely

Kevin Carleton
Carleton Resources LLC
417.827.8589

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Neighborhood Meeting

May 17, 2023

Attendance Sign-In Sheet

Name: Glenn Gohr
Address: 3853 W. Lombard St. 65812
Phone: 417-507-4128

Name: Justin + Kristalyn Crom
Address: 3718 W. Lombard St
Phone: 417-988-9903

Name: Tim & Kadi Horton
Address: 911 S. Duke Ct.
Phone: 417-849-4174

Name: Noe Loraño
Address: 9
Phone: 417 350 5193

Name: Mary Hasler
Address: 4138 W Tarkio
Phone: 1 417-516-6114

Name:
Address:
Phone:

Name: Betty Stewart
Address: 4255 W Tarkio
Phone: 417-844-1231

Name:
Address:
Phone:

Name: Kaiah Monroe
Address: 836 S. Suburban Ave
Phone: 417-860-0248

Name:
Address:
Phone:

Name: Jackie DeWitt
Address: 3701 W Kay Pointe Blvd.
Phone: 239-284-7887

Name:
Address:
Phone:

Name: Kenneth H. Gilmore
Address: 3664 W. Kay Pointe Blvd.
Phone: 417-862-5875

Name:
Address:
Phone:

Name: Karen Clayton
Address: 912 S Duke Ct
Phone: 417-849-8947

Name:
Address:
Phone:

Name: Jenny Lasley
Address: 3736 W. Lombard
Phone: 417-861-6659

Name:
Address:
Phone:



EXPLANATION TO COUNCIL BILL 2023-266 (MCGULL)

FILED: 10/16/2023

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 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street, and 1219 and 1225 East Locust Street, from GM, General Manufacturing District, to R-LD – Low-Density Multi-Family Residential District, with Conditional Overlay District No. 240; establishing Conditional Overlay District No. 240; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: JNE Holdings; 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust; Z-27-2023 with Conditional Overlay District No. 240.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust Street from GM, General Manufacturing to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 240. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-27-2023/ CONDITIONAL OVERLAY DISTRICT NO. 240

The applicant is requesting to rezone approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust from GM, General Manufacturing to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 240. The applicant intends to develop housing with a limitation of eleven (11) dwelling units per acre.

The range of uses in the proposed R-LD district and COD are compatible with the uses permitted on other property in the immediate vicinity. The proposed COD limits the development of the property to eleven (11) dwelling units per acre. This residential density matches the adjacent properties to the west which are rezoned R-TH.

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 applicant is requesting to rezone approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust from GM, General Manufacturing to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 240. The applicant intends to develop housing with a limitation of eleven (11) dwelling units per acre.
2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Center City Neighborhood placetype. Low-intensity multi-family is listed as a supporting land use which this application will permit.
3. This application will allow missing-middle housing types which the Comprehensive Plan recommends should be encouraged at neighborhood nodes and along edges. The subject property is located along a railroad line that could be considered an edge.
4. The proposed R-LD district matches the adjacent R-TH is maximum structure height to be consistent with the Comprehensive Plan's recommendation to design higher density residential housing to complement the existing scale in the area.
5. The proposed COD limits the development of the property to eleven (11) dwelling units per acre. This residential density matches the adjacent properties to the west which are rezoned R-TH.
6. The proposed COD requires street facing walls be articulated at least each 25 feet with bays, projections, or recesses.
7. This application substantially reduces the impact to the surrounding properties as the GM, General Manufacturing is an intensive industrial district. The properties were zoned GM due to the proximity to the railroad however the property has not developed into industrial uses and the surrounding area is predominately residential.
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 the development.
9. There are few changing conditions in the area affected that make the proposed rezoning necessary.
10. The range of uses in the proposed R-LD district 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 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.

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 Center City neighborhood placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 10/24/2023

- Attachments:**
1. Z-27-2023 w COD 240 1218 et al E Pacific_ord
 2. Z-27-2023 COD 240_exh A
 3. Z-27-2023 COD 240_exhB
 4. Z-27-2023 COD 240_exhC
 5. Z-27-2023 COD 240_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 10-31-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-266

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 1.85 acres of property generally located at 1218, 1222, 1223, 1226,
4 1232, and 1238 East Pacific Street, and 1219 and 1225 East
5 Locust Street, from GM, General Manufacturing District, to R-LD –
6 Low-Density Multi-Family Residential District, with Conditional
7 Overlay District No. 240; establishing Conditional Overlay District
8 No. 240; and adopting an updated Official Zoning Map. (Staff and
9 Planning and Zoning Commission recommend approval.)
10 _____
11

12 WHEREAS, an application has been filed for a zoning change of the property
13 generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street, and
14 1219 and 1225 East Locust Street, from GM, General Manufacturing District, to R-LD –
15 Low-Density Multi-Family Residential District, with Conditional Overlay District No. 240;
16 and
17

18 WHEREAS, Conditional Overlay District No. 240 shall modify the requirements of
19 the Springfield Land Development Code Section 36-382, Low-Density Multi-Family
20 Residential District, by requiring that the property described in "Exhibit B" comply with
21 the requirements described in "Exhibit A"; and
22

23 WHEREAS, following proper notice, the Planning and Zoning Commission held a
24 public hearing on October 5, 2023, a copy of the Record of Proceedings from said
25 public hearing being attached hereto and incorporated herein by this reference as
26 "Exhibit C," and said Commission made its recommendation; and
27

28 WHEREAS, the City has reviewed the applicant's request and prepared a staff
29 report concerning the application, which is attached hereto and incorporated herein by
30 this reference as "Exhibit D"; and
31

32 WHEREAS, proper notice was given of a public hearing before City Council, and
33 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 GM, General Manufacturing District, to R-LD – Low-Density Multi-Family Residential District, with Conditional Overlay District No. 240. 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. 240, 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. 240 shall modify the requirements of the Springfield Land Development Code Section 36-382, Low-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:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO.
240

The requirements of Section 36-382 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 eleven (11) dwellings per acre.
2. Street facing walls shall be articulated at least each 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.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-27-2023 COD No. 240

All of Lots 16 through 23, inclusive, Block "B", in Coombs Addition to the City of Springfield, Greene County, Missouri, ALONG AND WITH a vacated alley lying south of and adjacent to Lots 16 through 20, ALSO ALONG AND WITH a vacated alleys running between Lot 21 and Lots 22 and 23 and a vacated alley running East of Lots 21, 22 and 23 and lying between said Lots and the railroad right-of-way containing 1.99 acres and being subject to easements, restrictions or rights-of-way, if any.

EXHIBIT C

RECORD OF PROCEEDING
ZONING CASE Z-27-2023 COD No. 240

Z-27-2023 w/COD 240

1218, 1222, 1223, 1226 & 1238 East Pacific Street and 1219 & 1225 East Locust Street
(Applicant: JNE Holdings)

Michael Sparlin stated that this is a request to rezone approximately 1.85 acres of property from GM, General Manufacturing, to R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 240.

Natalie Broekhoven opened the public hearing.

Matt Baron, 1838 E. Bennett, and representing the owner and developer and we propose to develop the eight residential properties.

Bruce Colony asked how many homes would be built.

Mr. Baron noted that there would be 22 dwellings.

Natalie Broekhoven closed the public hearing.

Planning and Zoning Commission Board Member Knuckles moved to approve Z-27-2023 w/COD 240. Planning and Zoning Commission Board Member Pauly seconded the motion, and it was Passed with the following vote: Ayes: Commissioner Scott, Commissioner Broekhoven, Commissioner Knuckles, Commissioner Ridge, Commissioner Pauly, Commissioner Colony, Commissioner Lebeck, Commissioner Gunther. Nays: None. Absent: Britton Jobe. Abstain: None.



Bob Hosmer, AICP
Planning Manager

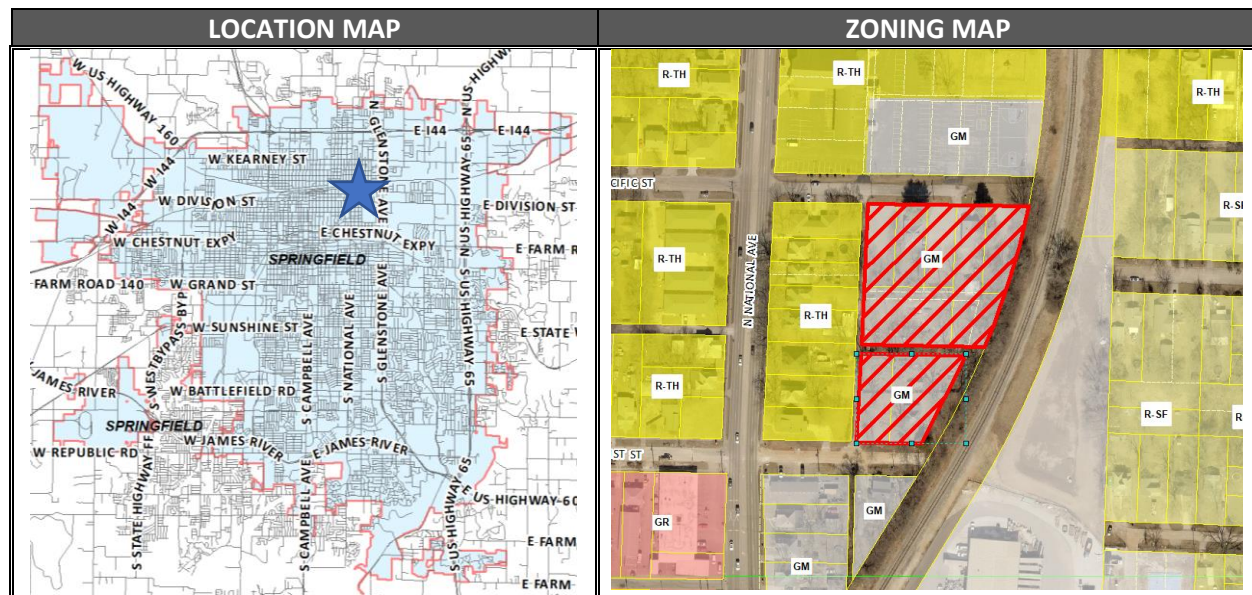
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-27-2023 with Conditional Overlay District No. 240
Location:	1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust
Total Acres:	1.85 acres
Applicant:	JNE Holdings
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	September 14, 2023
Planning and Zoning Commission:	October 5, 2023
City Council:	November 6, 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-27-2023 with Conditional Overlay District No. 240 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).

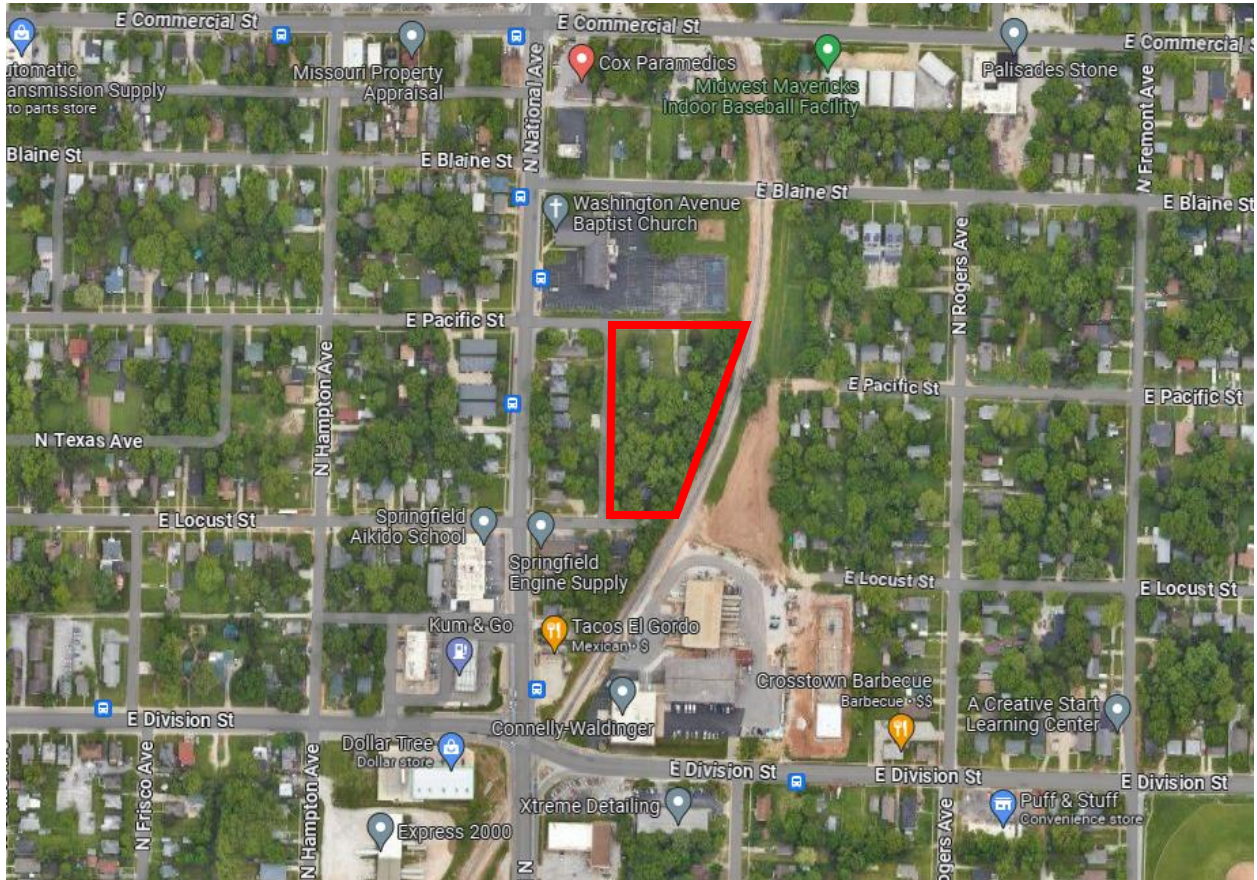
PROJECT SUMMARY:

Request to rezone approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust from GM, General Manufacturing to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 240.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was rezoned GM in the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-LD
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. - 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).
Maximum Structure Height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum Open Space	Not less than 20 percent.
Buffering and Landscaping	Whenever any development in an R-LD district is located adjacent to another zoning district or a nonresidential use in an R-LD district is located adjacent to a residential use in an R-LD 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 *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Center City neighborhood placetype. Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces, and parcel sizes. Center City neighborhoods historically had small scale neighborhood supporting retail services provided at key intersection, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric. Most Center City Neighborhoods follow a gridded block pattern with alleys, tree-lined streets, and a well-connected sidewalk network that allows residents to walk to nearby neighborhood amenities. Due to their compact form and proximity to urban centers, these neighborhoods are places where residents should reasonably be able to walk, bike, or ride transit to meet some of their educational, employment, shopping, and recreational needs. Center City Neighborhoods are also integrated with key cultural and institutional uses, such as schools and places of worship that serve surrounding residents.

Primary Land Uses:

- Single-family detached

Supporting Land Uses:

- Single-family attached
- Low-intensity multifamily
- Low-intensity, neighborhood commercial

DEVELOPMENT REVIEW STAFF REPORT

- Parks, greenways, and open space
- Public and private schools and places of worship
- Low-intensity urban agriculture

Characteristics

TRANSPORTATION & INFRASTRUCTURE:

- Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
- Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
- Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.
- As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Major entrances into neighborhoods are marked by identification signs and landscaping.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- The main entrances of new residential developments are oriented towards the primary street.
- Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
- When appropriate, adaptive reuse of residential structures for low-intensity, neighborhood-scale nonresidential uses, including missing middle housing types, is encouraged at neighborhood nodes and along edges.
- Accommodations are made to allow expanded home occupations, without detracting from the character of the neighborhood, being conscious of changing trends and advances in technologies.
- New and infill buildings maintain the proportions and architectural features common in the existing block.
- When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Center City Neighborhood Urban design characteristics unique to Center City Neighborhood character area include:

- Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.

DEVELOPMENT REVIEW STAFF REPORT

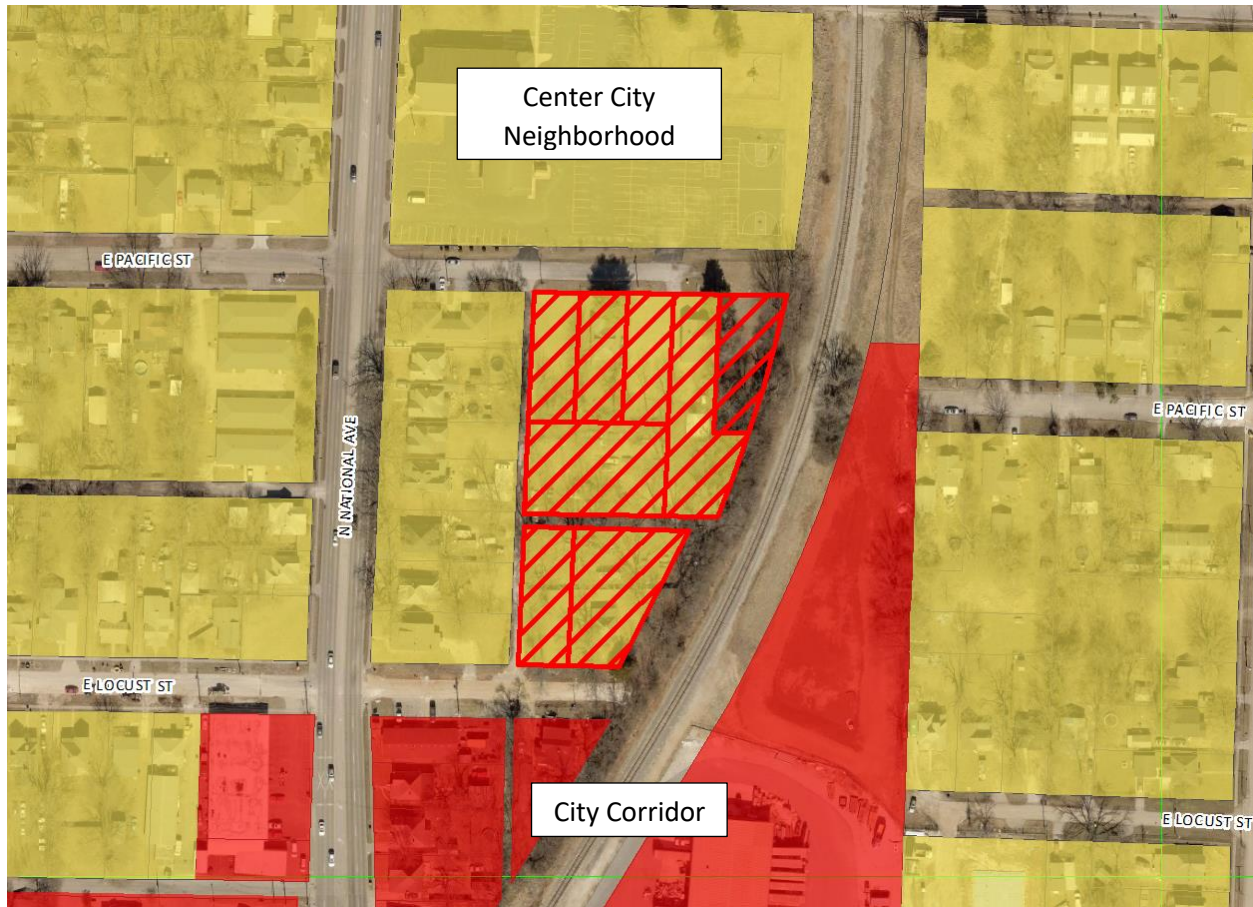
- Lots have a variety of widths, depths, and setbacks creating unique identity from neighborhood to neighborhood.
- While not as common, attached, and detached garages provide limited parking options and create a greater demand for on-street parking.
- Garages reflect the architectural style and scale of the primary buildings and are often setback well behind the front facade.
- Driveways are often accessed from the rear alley and are shared or absent in exchange for sidewalks to the front door or porch, which provides increased on-street parking opportunities.
- Properties and neighborhoods eligible for local historic designation are continually identified and preserved.
- Key corridors that offer transit and other multimodal, trail, or greenway connections can be enhanced with increased housing and neighborhood scale services, shops, and dining.
- Low-impact, neighborhood-scale commercial uses should be considered at locations where community facilities and amenities or other informal neighborhood hubs already exist, at former streetcar stops, along the edges of the neighborhood or at other significant neighborhood destinations.
- Neighborhood parks, community centers, greenway or trailheads, museums, gardens, schools, and churches can serve as anchors for neighborhood commercial hubs.

TRANSITIONS:

- A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.
- Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
- The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	○	◇	◇	○							
Downtown			●	○	○	○	●	○	○	○				
Mixed-Use	○	○	●	○	○	○	●	○						
City Corridor			●	○	○	○	●	○	○	○				
Institutional & Employment Center			○	○	○	○	○	○	○	○				
Business Flex				○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○									

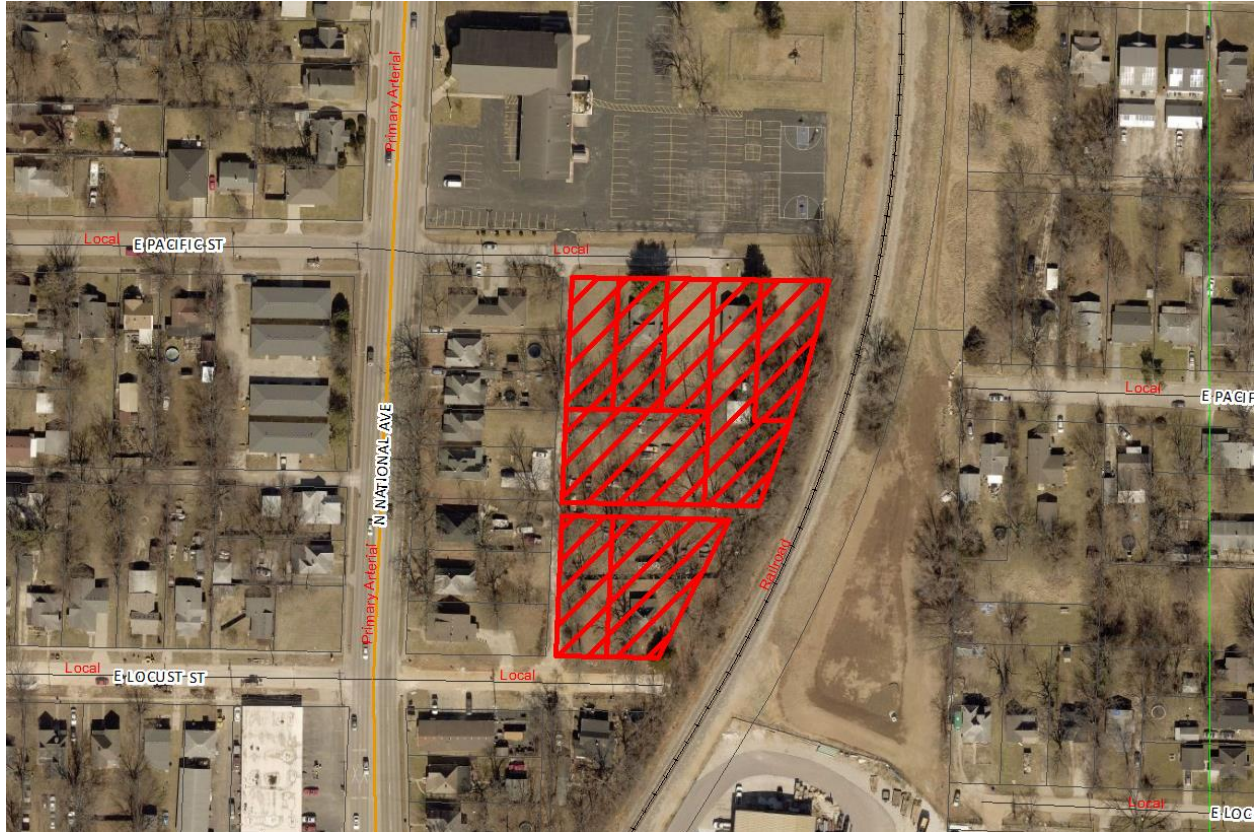
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	GM	GM	R-TH
LAND USE	Church, parking lot	Single-family residence	Railroad, single-family residences	Duplex and single-family residences
PLACETYPES	Center City neighborhood	Center City neighborhood	City Corridor	Center City neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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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. Pacific Street	Local	City	25	25	NA	Yes	Yes	No
Street 2	E. Locust Street	Local	City	25	25	NA	Yes	Yes	No

ACCESS - All access to the development shall be per the approved traffic study, and current City of Springfield standards.

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

The property is in the **Jordan Creek North Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

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

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

DETENTION AND DISCHARGE REQUIREMENTS

1. Detention is required for any impervious area increase. No fee in lieu of detention application is permitted. Future Stormwater detention basins need to discharge to the Railway ROW on the East or to E Locust St with drainage to the East.

DEVELOPMENT REVIEW STAFF REPORT

2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

(1) To a Public Right-of-way.

(2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

(3) A certified natural watercourse.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

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

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

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

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1.85 acres of property generally located at 1218, 1222, 1223, 1226, 1232, and 1238 East Pacific Street and 1219 and 1225 East Locust from GM, General Manufacturing to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 240. The applicant intends to develop housing with a limitation of eleven (11) dwelling units per acre.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Center City Neighborhood placetype. Low-intensity multi-family is listed as a supporting land use which this application will permit.
3. This application will allow missing-middle housing types which the *Comprehensive Plan* recommends should be encouraged at neighborhood nodes and along edges. The subject property is located along a railroad line that could be considered an edge.
4. The proposed R-LD district matches the adjacent R-TH is maximum structure height to be consistent with the Comprehensive Plan's recommendation to design higher density residential housing to complement the existing scale in the area.
5. The proposed COD limits the development of the property to eleven (11) dwelling units per acre. This residential density matches the adjacent properties to the west which are rezoned R-TH.
6. The proposed COD requires street facing walls be articulated at least each 25 feet with bays, projections, or recesses.
7. This application substantially reduces the impact to the surrounding properties as the GM, General Manufacturing is an intensive industrial district. The properties were zoned GM due to the proximity to the railroad however the property has not developed into industrial uses and the surrounding area is predominately residential.
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 the development.
9. There are few changing conditions in the area affected that make the proposed rezoning necessary.
10. The range of uses in the proposed R-LD district 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.

DEVELOPMENT REVIEW STAFF REPORT

12. 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.
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 Center City neighborhood and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 1****CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 240**

The requirements of Section 36-382 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 eleven (11) dwellings per acre.
2. Street facing walls shall be articulated at least each 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.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GM to R-LD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: September 14 - 4:30 to 6:30 PM
3. Meeting Location: At the Property
4. Number of invitations that were sent: _____
5. How the mailing list was generated: By the City of Springfield from GIS mapping
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).

Two Neighbors stopped by... The only concern was if this property will be apartments ⇒ No it will not. it will be 182 family patio homes.

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

No written comments

I, Mat Baran (print name), attest that the neighborhood meeting was held on 9-14-2023 (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

Mat. Baran

Printed name of person completing affidavit

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9/14/13	Telephone No.	
YOUR NAME:	Carla Smith		
YOUR ADDRESS:	1600 N. National Ave		
PROJECT ADDRESS:			
COMMENTS:			



EXPLANATION TO COUNCIL BILL 2023-267 (HORTON)

FILED: 10/17/2023

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 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial District, and R-MHC, Manufactured Home Community District, to R-MD – Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 241; establishing Conditional Overlay District No. 241; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: JNE Holdings; 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue; Z-28-2023 with Conditional Overlay District No. 241.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 241. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-27-2023/ CONDITIONAL OVERLAY DISTRICT NO. 240

The applicant is requesting to rezone approximately 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 241. The applicant intends to develop multi-family apartments.

This application is consistent with the Comprehensive Plan's future Placetypes which recommend multi-family residential as primary land uses in both the City Corridor and Mixed Residential placetype.

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 applicant is requesting to rezone approximately 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 241. The applicant intends to develop multi-family apartments.
2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the City Corridor and Mixed Residential Placetypes. These Placetypes list multi-family as primary land use.
3. The Revised Multi-Family Development Location and Design Guidelines help ensure that this application adheres to the Comprehensive Plan's recommendation to focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
4. The subject property is within the Chestnut Expressway Subarea Plan which spans from Interstate-44 to College Street. The subarea plans have been developed for distinct areas in the community that exhibit significant potential for change. The Subarea Frameworks highlight key concepts and strategies for land use and development, multimodal connectivity, and circulation, streetscaping, and placemaking. They provide insight on how city-wide policies can be applied to specific areas and sites throughout the community.

This section of Chestnut Expressway contains the greatest diversity of uses of the three sections with mobile homes, hotels, a gas station, a park, a mixed-commercial strip center, and modern commercial corridor development surrounding the West Bypass intersection. Recommendations within this subarea focus on enhancing the character of existing businesses through screening and landscaping improvements, as well as improving pedestrian connectivity. Opportunities also exist to transform the sizable Young/Lilley Park into an attractive, programmed park that can help meet the recreational needs of surrounding residents while also serving as an amenity to new corridor development.

The subject property is identified as having "development opportunities" on the subarea map. This application would allow for the appropriate development of the property and is consistent with that recommendation.

5. This application is consistent with the Comprehensive Plan's future Placetypes which recommend multi-family residential as primary land uses in both the City Corridor and Mixed Residential placetype.
6. 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 eighteen (18) 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 18 to 20 dwelling units per acre with the Opportunities and Constraints section. 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 conformance to the attached site plan and elevations ("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 few changing conditions in the area affected that make the proposed rezoning necessary.

9. The range of uses in the proposed R-MD 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 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.

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 City Corridor and Mixed Residential neighborhood placetype and on the finding of facts above.



Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 10/24/2023

- Attachments:**
1. Z-28-2023 w COD 241 4123 West Chestnut_ord
 2. Z-28-2023 COD 241_exh A
 3. Z-28-2023 COD 241_exhB
 4. Z-28-2023 COD 241_exhC
 5. Z-28-2023 COD 241_exh D

One-rdg. _____
P. Hrngs. X
Pgs. 33
Filed: 10-31-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-267

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 3.43 acres of property generally located at 4123 and 4149 West
4 Chestnut Expressway and 430 North Meteor Avenue from HC,
5 Highway Commercial District, and R-MHC, Manufactured Home
6 Community District, to R-MD – Medium-Density Multi-Family
7 Residential District, with Conditional Overlay District No. 241;
8 establishing Conditional Overlay District No. 241; and adopting an
9 updated Official Zoning Map. (Staff and Planning and Zoning
10 Commission recommend approval.)
11 _____
12

13 WHEREAS, an application has been filed for a zoning change of the property
14 generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor
15 Avenue from HC, Highway Commercial District, and R-MHC, Manufactured Home
16 Community District, to R-MD – Medium-Density Multi-Family Residential District, with
17 Conditional Overlay District No. 241; and
18

19 WHEREAS, Conditional Overlay District No. 241 shall modify the requirements of
20 the Springfield Land Development Code Section 36-383, Medium-Density Multi-Family
21 Residential District, by requiring that the property described in "Exhibit B" comply with
22 the requirements described in "Exhibit A"; and
23

24 WHEREAS, following proper notice, the Planning and Zoning Commission held a
25 public hearing on October 5, 2023, a copy of the Record of Proceedings from said
26 public hearing being attached hereto and incorporated herein by this reference as
27 "Exhibit C," and said Commission made its recommendation; and
28

29 WHEREAS, the City has reviewed the applicant's request and prepared a staff
30 report concerning the application, which is attached hereto and incorporated herein by
31 this reference as "Exhibit D"; and
32

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

34 said hearing was held in accordance with the law.

35
36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:

38
39 Section 1 – The property described in "Exhibit B," which is attached hereto and
40 incorporated herein by this reference, is hereby rezoned from HC, Highway Commercial
41 District, and R-MHC, Manufactured Home Community District, to R-MD – Medium-
42 Density Multi-Family Residential District, with Conditional Overlay District No. 241.
43 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
44 interpretation,' is hereby amended, changed, and modified consistent with this
45 Ordinance.

46
47 Section 2 – City Council hereby establishes Conditional Overlay District No. 241,
48 which shall contain the requirements and standards provided in "Exhibit A," which is
49 attached hereto and incorporated herein by this reference as though set forth herein.
50 The requirements of Conditional Overlay District No. 241 shall modify the requirements
51 of the Springfield Land Development Code Section 36-383, Medium-Density Multi-
52 Family Residential District, by requiring the property described in "Exhibit B" comply with
53 the requirements contained in "Exhibit A."

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

60
61 Section 4 – The Official Zoning Map herein adopted shall be maintained and
62 archived in the same digital form in which this Council has approved its adoption.

63
64 Section 5 – This Ordinance shall be in full force and effect from and after
65 passage.

66
67 Passed at meeting: _____

68
69 _____
70 Mayor

71
72 Attest: _____, City Clerk

73
74 Filed as Ordinance: _____

75
76
77 Approved as to form:  _____, Assistant City Attorney

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

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO.
241

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 eighteen (18) dwelling units per acre.
2. The development of the subject property shall be in conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan and elevations (Exhibit D - Attachment 3).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-28-2023 COD No. 241

Tract 1:

The South 177.5 feet of Lot 112 and the West 32 feet of the South 177.5 feet of Lot 113, Junction City, Greene County, Missouri.

Tract 2:

The East 66 feet of Lot 113 and all of Lot 114, and vacated right-of-way located between Lots 113 & 114, Junction City, Greene County, Missouri.

Tract 3:

Beginning 177.5 feet North of the Northeast corner of Meteor and Chestnut Streets, thence North 327.2 feet, thence East 298 feet, thence South 150.2 feet, thence West 185 feet more or less, thence South 180 feet, thence West to beginning, all being in Section 17, Township 29, Range 22, Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDING
ZONING CASE Z-28-2023 COD No. 241

Z-28-2023 w/COD 241

4123 & 4149 West Chestnut Expressway and 430 North Meteor Avenue (Applicant: Curtis Mearl Trust)

Michael Sparlin stated that this is a request to rezone approximately 3.43 acres of property from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-Density Family Residential District with Conditional Overlay No. 241.

Natalie Broekhoven opened the public hearing.

Ricky Haase, 550 E. St. Louis representing the property, 60 units on 3.4 acres and 18 du/a (two stories) and 2 to 3 bedrooms with each unit having 2 parking stalls. Traffic concerns of east bound due to back-ups and crossing on RR tracks. The neighbor's like the apartments on the northern portion, will have a solid fence with a landscape buffer.

Jeff Beckler, 1329 E. Lark Street, representative of the developer, and very excited about the location and if there are any questions.

Natalie Broekhoven closed the public hearing.

Planning and Zoning Commission Board Member Knuckles moved to approve Z-28-2023 w/COD 241. Planning and Zoning Commission Board Member Colony seconded the motion, and it was Passed with the following vote: Ayes: Commissioner Scott, Commissioner Broekhoven, Commissioner Knuckles, Commissioner Ridge, Commissioner Pauly, Commissioner Colony, Commissioner Lebeck, Commissioner Gunther. Nays: None. Absent: Britton Jobe. Abstain: None.



Bob Hosmer, AICP
Planning Manager

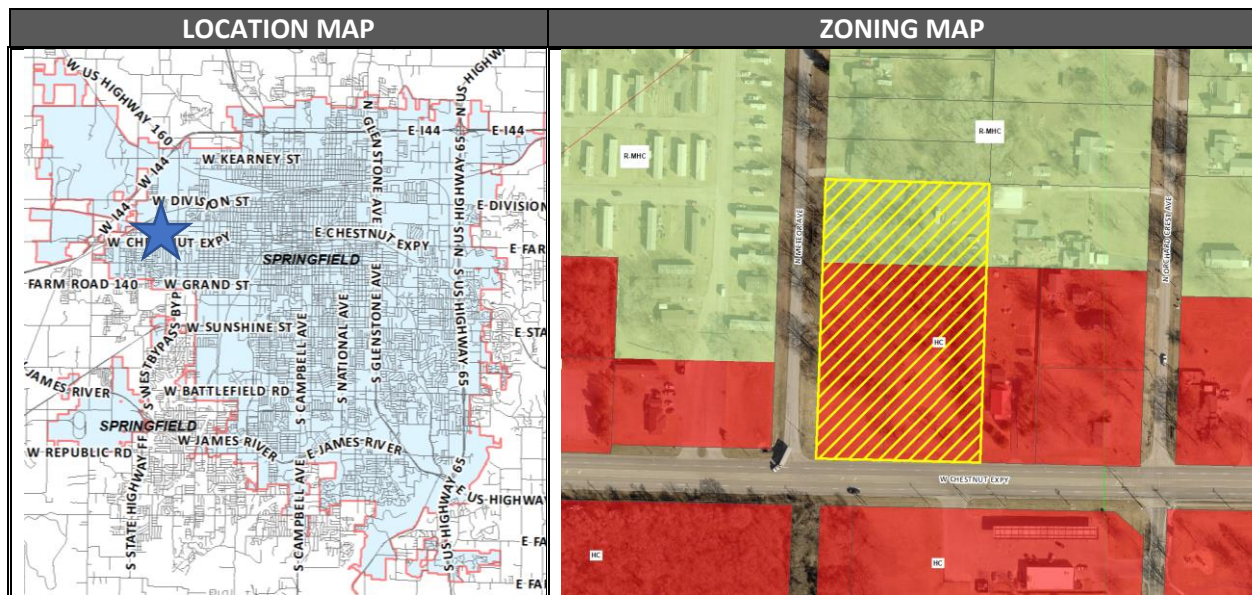
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-28-2023 with Conditional Overlay District No. 241
Location:	4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue
Total Acres:	3.43 acres
Applicant:	JNE Holdings
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	September 14, 2023
Planning and Zoning Commission:	October 5, 2023
City Council:	November 6, 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-28-2023 with Conditional Overlay District No. 241 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).

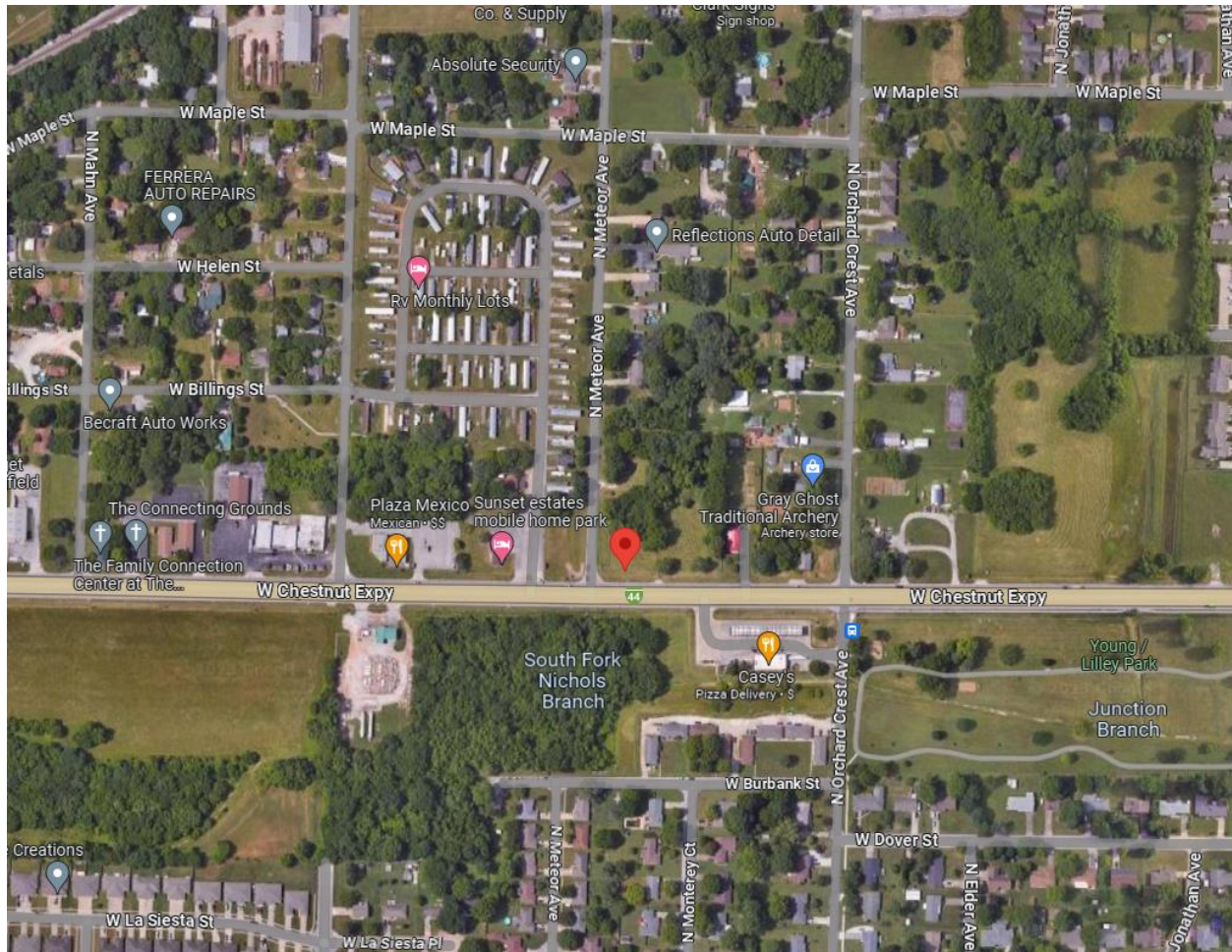
PROJECT SUMMARY:

Request to rezone approximately 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 241.



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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



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PROPERTY HISTORY:

The subject property was rezoned HC and R-MHC in the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MD
Minimum Yard Requirements	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).
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum Open Space	Not less than 20 percent.
Buffering and Landscaping	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

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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 *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor and Mixed Residential Placetypes.

The City Corridor 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.

Primary Land Uses:

- Office, hospitality, retail sales and service
- Multi-family
- Sports complexes and recreation facilities
- Maker, artisan, and innovation spaces

Supporting Land Uses:

- Public and private schools and places of worship
- Parks, greenways, and open space
- Urban agriculture
- Universities, colleges, and vocational schools
- Personal and outdoor storage

Characteristics

TRANSPORTATION & INFRASTRUCTURE

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.

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- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

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

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prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

Primary Land Uses:

- Single-family attached
- Single-family detached
- Multi-family

Supporting Land Uses:

- Parks, greenways, and open space
- Low-intensity urban agriculture
- Public and private schools and places of worship
- Low-intensity neighborhood commercial

Characteristics

TRANSPORTATION & INFRASTRUCTURE:

- Access management is improved for vehicles through curb cut consolidation and cross-access between properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors and integrated into private development plans.
- Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
- Quality of place and identity is enhanced through preserving and planting trees, and other landscaping and traffic calming improvements are made that double as streetscape elements.
- As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses located within the neighborhood and around the perimeter.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.
- Street network is well-connected, designed for slow traffic, and includes pedestrian facilities.
- The higher density nature of the placetype prioritizes these areas for future transit access and Transit-Oriented Development (TOD) as the City looks to expand the system in the long term.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

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- Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale.
- Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances.
- Preservation of neighborhood schools and adaptive reuse of existing residential and non-residential structures is encouraged.
- New structures reflect the character and context of the historic neighborhood fabric and developed area.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.
- Quality materials, construction methods, workmanship, and design are incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- The main entrance of new development is oriented towards the primary street.
- Windows, balconies, and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.
- Lighting, signage, landscaping, mail, and delivery accommodations are proactively incorporated into the site design.
- Mechanical equipment, trash receptacles, and recycling bin storage areas are fully screened or located away from major roadway view.

TRANSITIONS:

- 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.
- Higher density residential is sufficiently screened and buffered from lower density uses.

The subject property is within the Chestnut Expressway Subarea Plan which spans from Interstate-44 to College Street. The subarea plans have been developed for distinct areas in the community that exhibit significant potential for change. The Subarea Frameworks highlight key concepts and strategies for land use and development, multimodal connectivity, and circulation, streetscaping, and placemaking. They provide insight on how city-wide policies can be applied to specific areas and sites throughout the community.

This section of Chestnut Expressway contains the greatest diversity of uses of the three sections with mobile homes, hotels, a gas station, a park, a mixed-commercial strip center, and modern commercial corridor development surrounding the West Bypass intersection. Recommendations within this subarea focus on enhancing the character of existing

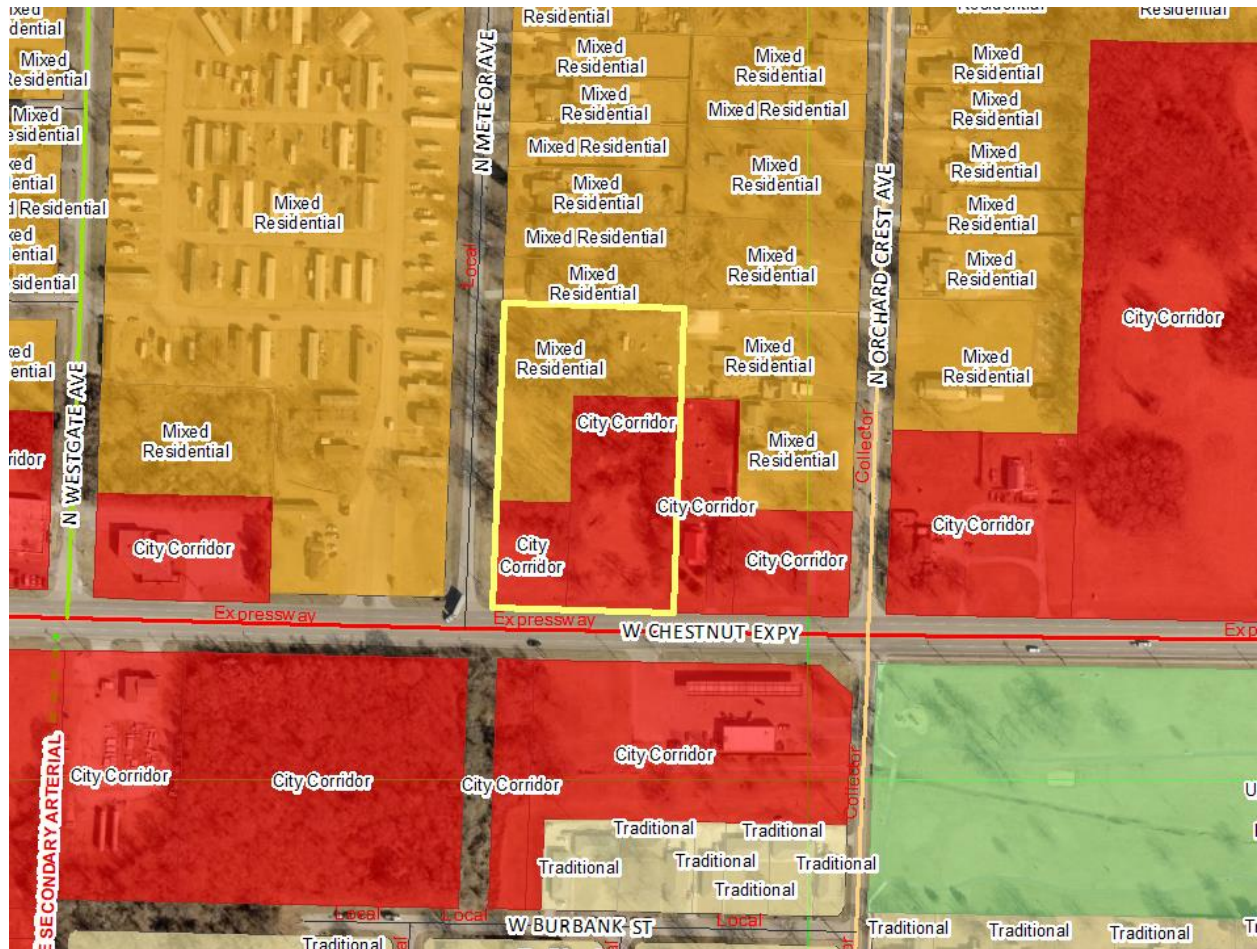
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businesses through screening and landscaping improvements as well as improving pedestrian connectivity. Opportunities also exist to transform the sizable Young/Lilley Park into an attractive, programmed park that can help meet the recreational needs of surrounding residents while also serving as an amenity to new corridor development.

The subject property is identified as having “development opportunities” on the subarea map. This application would allow for the appropriate development of the property and is consistent with that recommendation.

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FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Health Care & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇		◇	◇	○									
Mixed Residential	●	●	○	○	◇	◇	○									
Downtown		●	○	○	○	○	●	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor		○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

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MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-MHC	HC	HC, R-MHC	HC, R-MHC
LAND USE	Single-family residence	Gas station	Single-family residence	Mobile home park
PLACETYPES	Mixed Residential	City Corridor	Mixed Residential, City Corridor	Mixed Residential, City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

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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	W. Chestnut Expressway	Expressway	State	65	35	NA	No	Yes	No
Street 2	N. Meteor Avenue	Local	City	30	30	NA	Yes	Yes	No

ACCESS - All access to the development shall be per the approved traffic study, current MoDOT standards and/or current City of Springfield standards.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There is a Greenway Trail near the property. There is one bus stop near the property.

IMPROVEMENTS - A traffic study has been completed for this development. No improvements are required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The proposed development is for a 3.43-acre tract of land to develop into multiple structures and parking areas. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Upper Wilsons 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**.

The rezoning will not trigger PW-Stormwater requirements currently. Please note that development of the property will be subject to the following conditions at the time of development:

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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. Detention is required. No fee in lieu of detention application is permitted. The drainage is developed to drain into the Stream and Basin on the west side of N Meteor Ave. Detention will prevent any issues with overloading the local storm sewer.

2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

(1) To a Public Right-of-way.

(2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

(3) A certified natural watercourse.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

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

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

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

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to

DEVELOPMENT REVIEW STAFF REPORT

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 3.43 acres of property generally located at 4123 and 4149 West Chestnut Expressway and 430 North Meteor Avenue from HC, Highway Commercial and R-MHC, Manufactured Home Community to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 241. The applicant intends to develop multi-family apartments.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor and Mixed Residential Placetypes. These Placetypes list multi-family as primary land use.
3. The Revised Multi-Family Development Location and Design Guidelines help ensure that this application adheres to the *Comprehensive Plan's* recommendation to focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
4. The subject property is within the Chestnut Expressway Subarea Plan which spans from Interstate-44 to College Street. The subarea plans have been developed for distinct areas in the community that exhibit significant potential for change. The Subarea Frameworks highlight key concepts and strategies for land use and development, multimodal connectivity, and circulation, streetscaping, and placemaking. They provide insight on how city-wide policies can be applied to specific areas and sites throughout the community.

This section of Chestnut Expressway contains the greatest diversity of uses of the three sections with mobile homes, hotels, a gas station, a park, a mixed-commercial strip center, and modern commercial corridor development surrounding the West Bypass intersection. Recommendations within this subarea focus on enhancing the character of existing businesses through screening and landscaping improvements as well as improving pedestrian connectivity. Opportunities also exist to transform the sizable Young/Lilley Park into an attractive, programmed park that can help meet the recreational needs of surrounding residents while also serving as an amenity to new corridor development.

The subject property is identified as having “development opportunities” on the subarea map. This application would allow for the appropriate development of the property and is consistent with that recommendation.

5. This application is consistent with the *Comprehensive Plan's* future Placetypes which recommend multi-family residential as primary land uses in both the City Corridor and Mixed Residential placetype.
6. 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

DEVELOPMENT REVIEW STAFF REPORT

maximum of eighteen (18) 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 18 to 20 dwelling units per acre with the Opportunities and Constraints section. 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 conformance to the attached site plan and elevations (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 few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed R-MD 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 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.
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 City Corridor and 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

DEVELOPMENT REVIEW STAFF REPORT

protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 1****CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 241**

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 eighteen (18) dwelling units per acre.
2. The development of the subject property shall be in conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan and elevations (Attachment 4).

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ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

ZONING CASE Z-28-2023 & CONDITIONAL OVERLAY DISTRICT NO. 241

The applicant is requesting approval of eighteen (18) dwelling units per acre for multi-family apartments on 3.43 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 11 points. This density increase would allow for 18-20 dwelling units per acre.

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

Land Use Accessibility (2/3 points)

Two points were given for land use accessibility. There is neighborhood retail mix and greenway within 1/4 mile and a public library kiosk within a ½ mile of the subject property.

A. Connectivity Analysis (2/5 points)

Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit, sidewalks, and roadways.

B. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

C. 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 be in compliance with the attached site plan and elevations.

DEVELOPMENT REVIEW STAFF REPORT

3. Building Orientation and Interior Landscaping – Building orientations will address public streets 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, dog park and clubhouse.
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 11 points for a maximum density of 18 to 20 dwelling units per acre. The applicant has requested a density of 18 dwelling units per acre.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: HC and R-MHC to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 09/14/2023 from 4:00 pm to 6:30 PM
3. Meeting Location: Foundation of Life
4. Number of invitations that were sent: 44
5. How the mailing list was generated: City of Springfield Provided
6. Number of neighbors in attendance (attach a sign-in sheet): 7
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached document.

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

No written comments have been provided to date.

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 09/14/2023 (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."

Ricky D Haase

Signature of person completing affidavit

Ricky Haase

Printed name of person completing affidavit

Neighborhood Meeting Notes:

- We have 7 neighbors show up with a lot of great feedback.
- We tried to address many of the concerns.
- We let the neighborhood know that we will be pursuing work force apartments. We told them the project is contingent on rezoning approval as well as funding approval.
- We showed the site plans, renderings, and elevations to the neighbors. The neighbors liked the look of the units as well as only being 2 story.
- Neighbors said they would rather have this than trailers or many uses currently allowed in HC.
- Concerns:
 - Neighbors are concerned about lights shining on their houses. Developer will provide a solid fence around the site.
 - Neighbors are concerned about building heights. We said we would be 2 stories. This was well received by the neighbors. Neighbors thought the buildings would be right on the property line but we explained the buildings will be at least 15 feet from the property line.
 - Traffic was a big concern. Ricky told the neighbors we completed a traffic memo that has been approved by the City. They said there is a lot of industrial traffic on Meteor and Orchard Crest Ave. It might be worth discussing closing the Junction Street rail crossing? The neighborhood wants that and so does our developer. Not sure what implications that has.
 - Neighbors would like to see Meteor widened.
- Neighbors were very happy to hear that the site would have multiple cameras for security.
- We communicated that the quickest this could start construction is spring/summer of 2024.

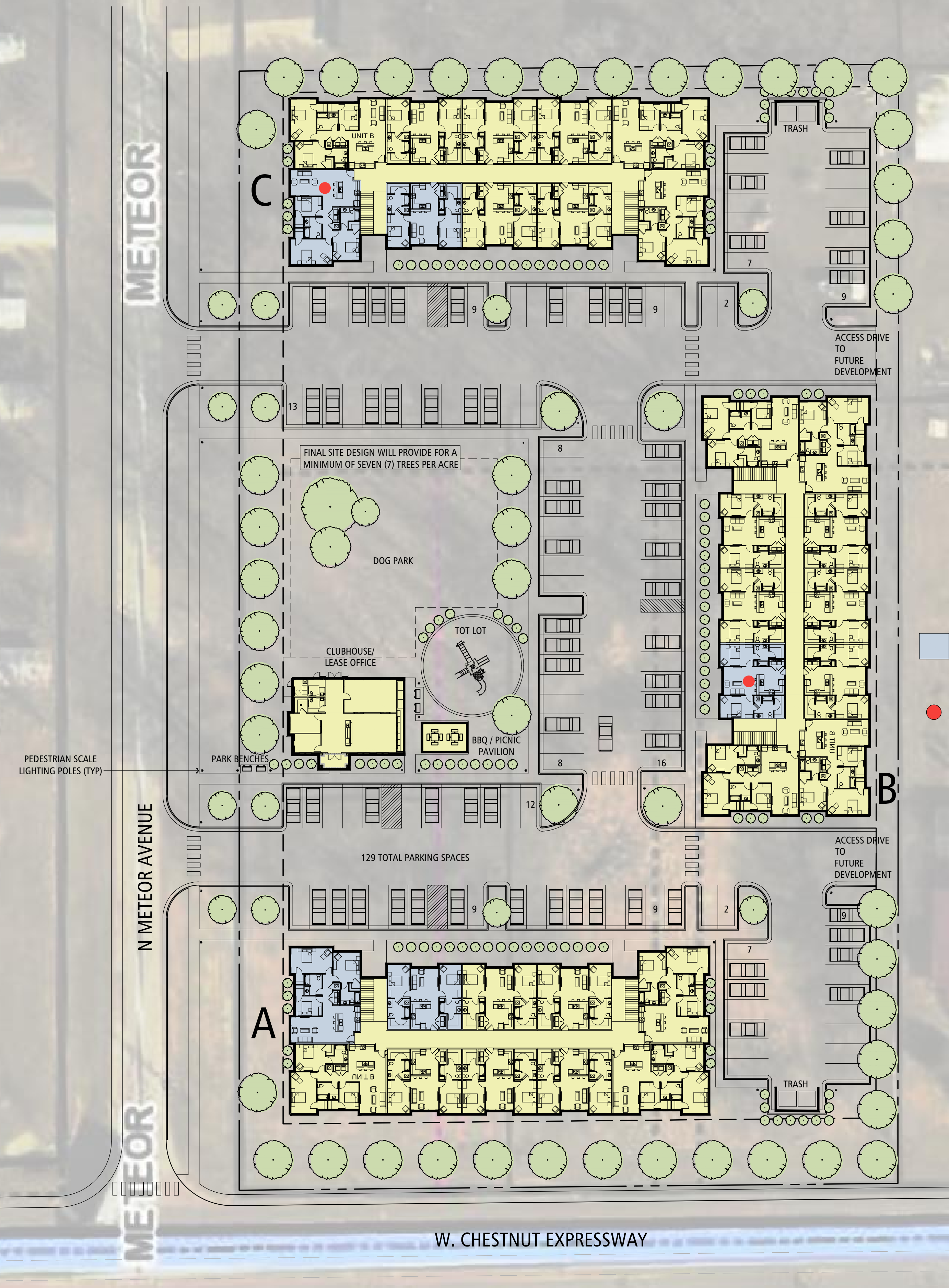
Neighborhood Meeting

ZIMMERMAN WEST CHESTNUT REZONING

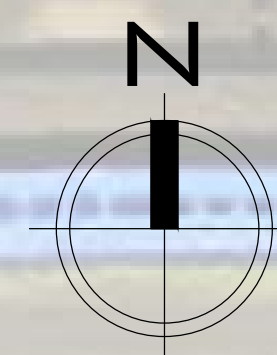
SEPTEMBER 14, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Joe Ann Epperson	534 N. Meteor Spk.	417-942-9131
Ricky Kelly Kathy Curtis	618 N Meteor	417-860-9739
Nylanda Hancey	544 N. Meteor	417-865-8983
Robert Curtis	5152 S 115 BOOKER	417-882-954
Phillip L. Curtis	12087 W. Farm Rd 156 Republic MO 65738	417-988-0824
Karen Stokes	534 N Meteor	417-209-9151
BRIAN KUBIK	1554 RIVER OAKS LN 65804	417-299-5000
Ricky Haase	550 E St Louis	417-890-8802
Jeff Beckler	1329 E. LARK ST.	417-872-7813



- BLUE SHADED UNITS REPRESENT THE ACCESSIBLE UNITS ON THE FIRST FLOOR OF EACH BUILDING IDENTIFIED FOR THIS PROJECT
- RED DOT REPRESENTS THE AUDIO & VISUAL IMPAIRED UNITS ON THE FIRST FLOOR OF THE BUILDINGS



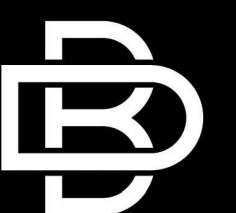
ZIMMERMAN
PROPERTIES

The Springs

N. METEOR AVENUE AND W. CHESTNUT EXPRESSWAY
SPRINGFIELD MISSOURI
September 25, 2023

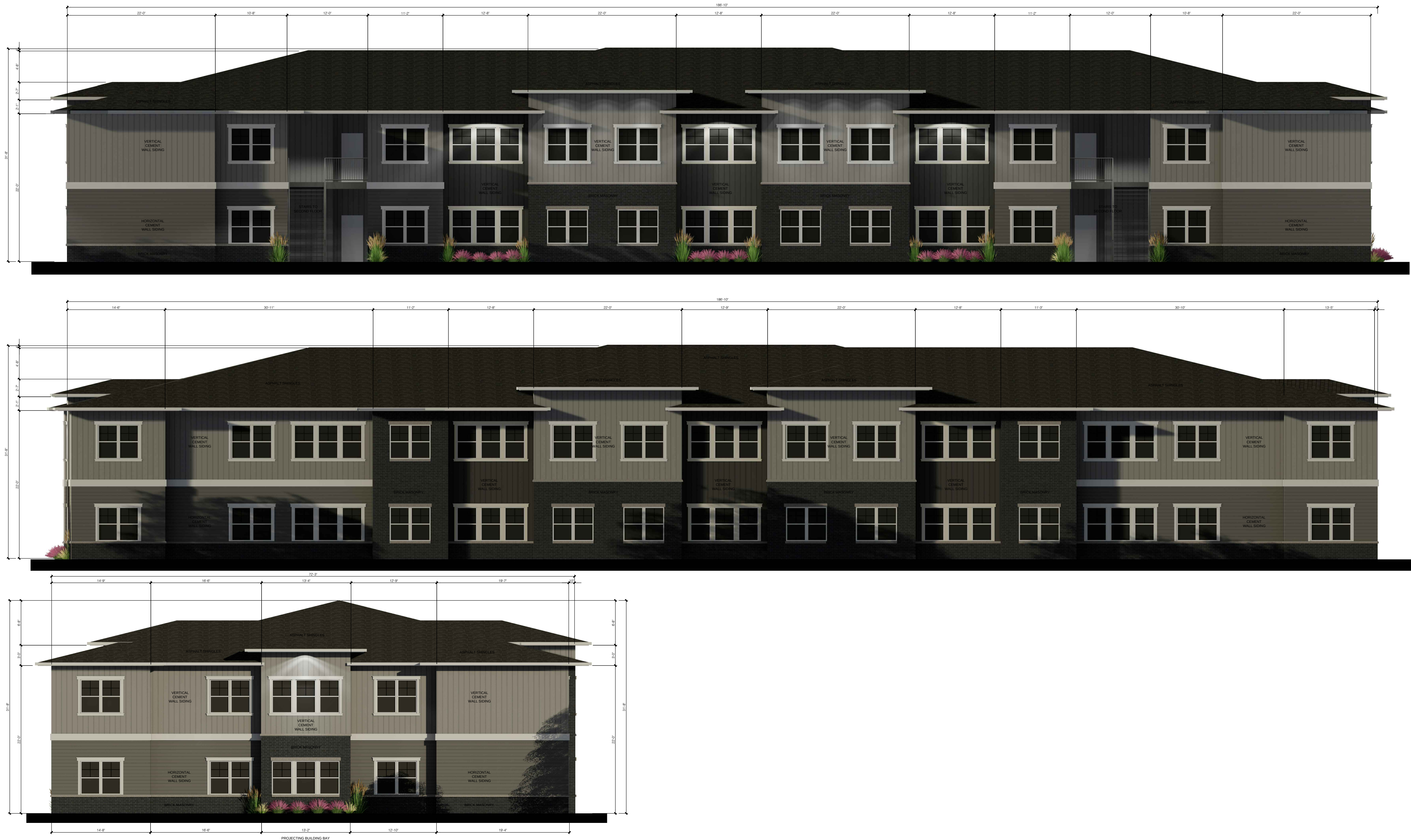
Planning & Zoning Commission Page 22 of 23

OVERALL SITE PLAN
SCALE 1"=30'-0"



BUXTON KUBIK DODD
DESIGN COLLECTIVE

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NOT FOR CONSTRUCTION



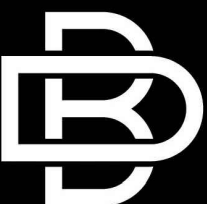
ZIMMERMAN
PROPERTIES

The Springs

N. METEOR AVENUE AND W. CHESTNUT EXPRESSWAY
SPRINGFIELD MISSOURI
September 25, 2023

Planning & Zoning Commission Page 23 of 23

BUILDING ELEVATIONS
SCALE 1/8" = 1'-0"



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EXPLANATION TO COUNCIL BILL 2023-268 (HARDINGER)

FILED: 10/26/2023

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-12, 'Authority to adopt suspension of access to city facilities and land policy.'

PURPOSE: To amend the Springfield City Code, Chapter 2 Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-12, 'Authority to adopt suspension of access to city facilities and land policy.'

BACKGROUND INFORMATION: The City strives to provide a positive environment in which public visitors and City staff can efficiently conduct City business at City facilities and land free from unlawful, unsafe, and disruptive behavior of third parties. Unfortunately, at times, persons entering City facilities and land violate the law or City rules and regulations or engage in unsafe or disruptive behavior that impacts other members of the public or staff. In some circumstances, persons are asked to leave for the day or suspended from returning for a period of time. This Ordinance would authorize the City Manager to adopt a policy setting out due process provisions and procedures for such suspensions to provide a consistent and fair approach throughout City departments for handling such suspensions. Having such a policy that provides clear guidelines would be beneficial to staff and provide transparency to the public about how and when such suspensions may be imposed.

Submitted By: Rhonda Lewsader, City Attorney

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

Jason Gage, City Manager 10/31/2023

Attachments: 1. Suspension Policy_ord (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 10-31-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-268

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
2 General,' by adding a new Section 2-12, 'Authority to adopt suspension of
3 access to city facilities and land policy.'
4 _____
5

6 WHEREAS, the City should strive to provide a positive environment in which
7 public visitors and City staff can efficiently conduct City business at City facilities and
8 land free from unlawful, unsafe, and disruptive behavior; and
9

10 WHEREAS, having clear guidelines regarding suspensions of access to City
11 owned or operated facilities or land would be beneficial to staff and provide
12 transparency to the public on how and when such suspensions may be imposed.
13

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

17 Section 1 – Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
18 General,' is hereby amended by adding a new Section 2-12, 'Authority to adopt
19 suspension of access to city facilities and land policy,' as follows:
20

21 NOTE: Language to be added is **bolded**, and language to be deleted is ~~stricken~~.
22

23 **Sec. 2-12. - Authority to adopt suspension of access to city facilities and land**
24 **policy.**
25

26 **The city manager is authorized to promulgate a suspension of access to**
27 **facilities and land policy in order to ensure public safety within or on city owned**
28 **or operated facilities or land. Such policy shall set out procedures for temporary**
29 **suspension of a person's access to city facilities or land, for a period not to**
30 **exceed one year, for unlawful, unsafe, disruptive behaviors, or violations of rules**
31 **and regulations. The policy shall include but not be limited to due process**
32 **provisions and procedures to ensure due process; the length of suspensions**
33 **authorized for specific behaviors or violations of rules and regulations which**

34 shall be based on the degree of unlawfulness, unsafety, disruption, or violation of
35 rules and regulations; who is authorized to issue such suspensions; factors to be
36 used to determine the length of suspensions; and an appeal process.
37

38 Section 2 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: Rhonda Lewsader, City Attorney
52

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



EXPLANATION TO COUNCIL BILL 2023-269 (MCGULL, SIMPSON)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance approving the plans and specifications for the Hunt Branch Trunk Sewer – Phase 1 Project, generally located south of US Highway 60 from Farm Road 189 to State Highway NN, and generally referred to as Plan No. 5PW5716; accepting the bid of JD Wallace Contracting, LLC, in the amount of \$3,919,875 for said project; authorizing the City Manager, or his designee, to enter into a contract for said project; establishing a trunk sewer fee; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Fund by appropriating reserves of said fund in the amount of \$4,703,850.

PURPOSE: Approving the plans and specifications for the Hunt Branch Trunk Sewer – Phase 1 project; accepting the bid of JD Wallace Contracting LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; establishing a trunk sewer fee; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Fund by appropriating reserves of said fund in the amount of \$4,703,850.00.

BACKGROUND INFORMATION:

1. The Hunt Branch Trunk Sewer – Phase 1 project (“Project”) involves installing new sanitary sewer mains east of Highland Springs to State Highway NN. A location map for the Project is attached as “Exhibit A.”
2. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.
3. The project was advertised in The Daily Events on September 5, 2023, through September 7, 2023.
4. Bids were opened in the Busch Building, 2nd Floor West Conference Room, on October 10, 2023, at 10:00 a.m. The following bids were received:

<u>Contractor</u>	<u>Bid Amount</u>
Rosetta Construction, LLC	\$4,264,690.50
Radmacher Brother Excavating Co. Inc	\$4,636,958.70
JD Wallace Contracting, LLC	\$3,919,875.00
Engineer's Estimate	\$6,000,000.00

5. The trunk sewer fee for the Hunt Branch Trunk Sewer-Phase 1 Service Area will be calculated as described in Section 7 of the council bill. The estimated range of the trunk sewer fee for the Hunt Branch Trunk Sewer Service Area will be \$0.0281 to \$0.0334 per square foot of property connected.

6. It is recommended that the City enter into a contract with JD Wallace Contracting, LLC for \$3,919,875.00, and to establish an approximate 20 percent contingency of additional funds for possible change orders.

7. This project will be funded by the reserves of the Department of Environmental Services Clean Water Fund, which are being budgeted by this Council bill.

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

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 10/24/2023

Attachments:

1. Hunt Branch Trunk Sewer-Phase 1 Ordinance
2. Hunt Branch Trunk Sewer-Phase 1 Exhibit A
3. Hunt Branch Trunk Sewer-Phase 1 Exhibit B
4. Budget Adjustment Hunt BranchTrunk Sewer Phase1 Exhibit C

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 10-31-23

Sponsored by: McGull, Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-269

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Hunt Branch Trunk Sewer – Phase 1
2 Project, generally located south of US Highway 60 from Farm Road 189
3 to State Highway NN, and generally referred to as Plan No. 5PW5716;
4 accepting the bid of JD Wallace Contracting, LLC, in the amount of
5 \$3,919,875 for said project; authorizing the City Manager, or his
6 designee, to enter into a contract for said project; establishing a trunk
7 sewer fee; and approving a budget adjustment in the amount of the bid,
8 plus a contingency, to amend the Fiscal Year 2023-2024 budget of the
9 Department of Environmental Services Clean Water Fund by
10 appropriating reserves of said fund in the amount of \$4,703,850.
11 _____
12

13 WHEREAS, the proposed Hunt Branch Trunk Sewer – Phase 1 Project
14 (“Project”), posted September 5, 2023, will extend the sanitary sewer collection system;
15 and
16

17 WHEREAS, JD Wallace Contracting, LLC, is the lowest responsive and
18 responsible bidder for the Project with the low bid of \$3,919,875; and
19

20 WHEREAS, an amendment to the budget of the Department of Environmental
21 Services Clean Water Fund for Fiscal Year 2023-2024, in the bid amount of \$3,919,875
22 plus a twenty-percent contingency for possible field adjustments and change orders if
23 necessary to complete the project, has been approved and recommended by the City
24 Manager and by the Director of Environmental Services; and
25

26 WHEREAS, the City intends to recover its project costs through imposing a trunk
27 sewer fee to all properties within a defined service area that will potentially benefit from
28 the project.
29

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

33 Section 1 – City Council hereby approves the plans and specifications for the
34 Hunt Branch Trunk Sewer – Phase 1 Project, a copy of which is on file with the City
35 Clerk. A location map for the Project is attached hereto and incorporated herein by this
36 reference as “Exhibit A”.
37

38 Section 2 - The City Manager, or his designee, is authorized on behalf of the City
39 of Springfield, Missouri, to accept the low bid of JD Wallace Contracting, LLC, for the
40 Project at the price and sum of \$3,919,875, plus a twenty percent contingency as said
41 sum may be lawfully increased or decreased by the actual quantities of work units
42 involved, and is hereby authorized to enter into an agreement with said bidder,
43 substantially similar to that document attached hereto and incorporated herein by this
44 reference as “Exhibit B,” for such work in accordance with the terms of the bid, the
45 plans, and the specifications.
46

47 Section 3 – All workers performing work under the agreement attached hereto as
48 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
49 work of a similar character in this locality or the public works contracting minimum wage,
50 whichever is applicable. Contractor shall fully comply with the provisions and
51 requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor
52 performing work under the agreement for this project must provide a 10-hour OSHA
53 construction safety training program, or similar program approved by the Department of
54 Labor, for on-site employees, unless employees demonstrate they previously completed
55 the program.
56

57 Section 4 – The budget of the Department of Environmental Services for the
58 Fiscal Year 2023-2024, is hereby amended in the accounts and amounts as shown on
59 Budget Adjustment No.36, a copy of which is attached hereto and incorporated herein
60 by reference as “Exhibit C.”
61

62 Section 5 – City Council hereby finds that the budget adjustment described
63 herein has been recommended by the City Manager.
64

65 Section 6 – The City Manager is directed to cause the appropriate accounting
66 entries to be made in the books and records of the City.
67

68 Section 7 – The City Manager is authorized, once as-constructed project costs
69 are determined, to calculate a trunk sewer fee to be charged to all properties within the
70 Hunt Branch Trunk Sewer Service Area shown in “Exhibit A.” The trunk sewer fee will
71 be calculated by dividing final as-constructed project costs, including but not limited to
72 engineering fees, easement acquisition costs, and construction costs, by the
73 approximate 147,054,512 square feet contained within the estimated Hunt Branch
74 Trunk Sewer Service Area to determine a proportional cost per square foot of land area.
75 The proportional cost will be subsequently multiplied by the land area of each individual
76 tract to determine the trunk sewer fee for each tract of land. The trunk sewer fee will be
77 collected as a condition of issuing a permit for connecting the property to the City’s
78 Publicly Owned Treatment Works. The trunk sewer fee is separate and in addition to

any additional fees, including but not limited to connection fees, district sewer fees, or other trunk sewer fees, that may be applicable at time of connection.

Section 8 –This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

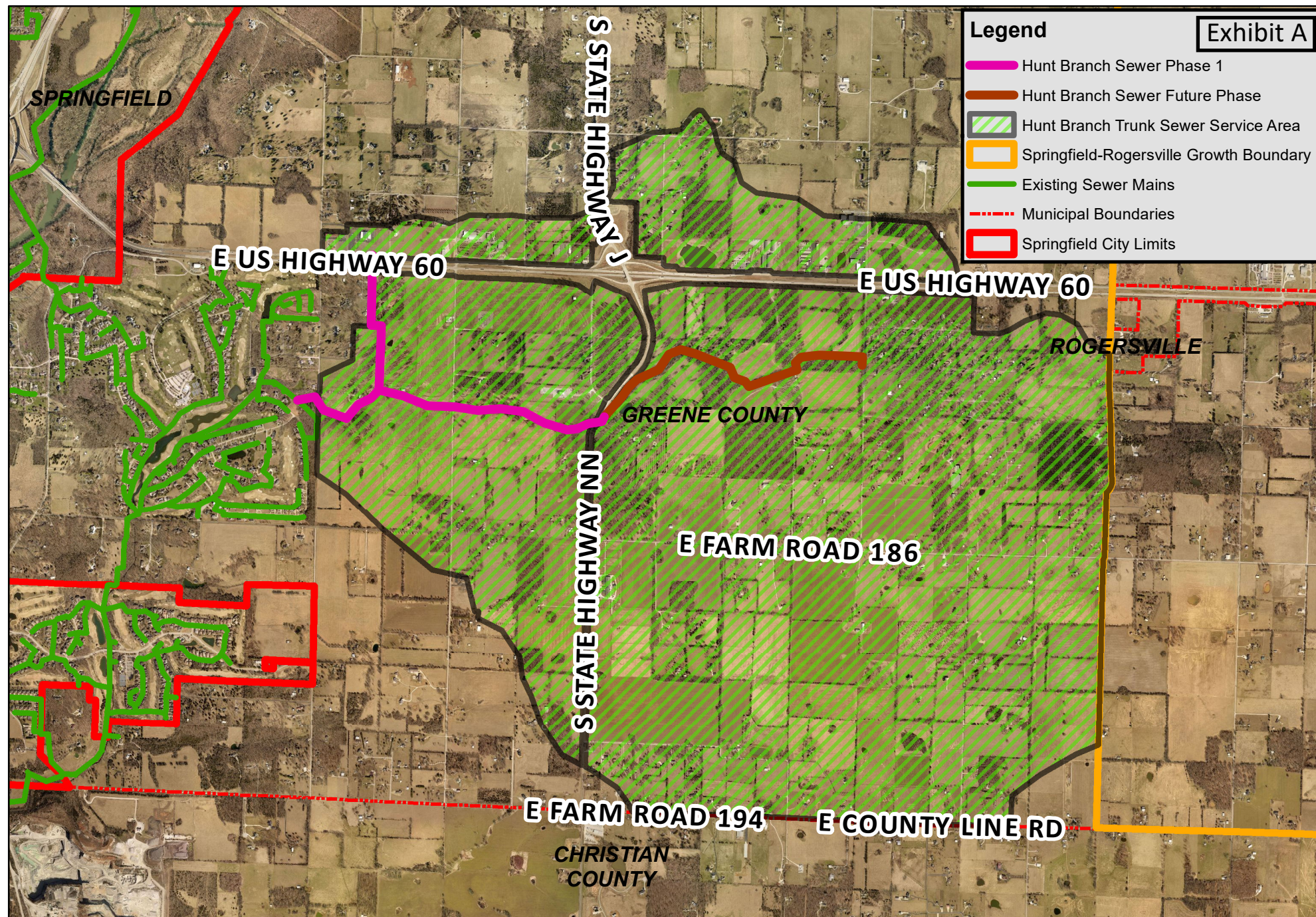
Filed as Ordinance: _____

Approved as to form: John Millington, Deputy City Attorney

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

Legend

-  Hunt Branch Sewer Phase 1
-  Hunt Branch Sewer Future Phase
-  Hunt Branch Trunk Sewer Service Area
-  Springfield-Rogersville Growth Boundary
-  Existing Sewer Mains
-  Municipal Boundaries
-  Springfield City Limits



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: (417) 864- ATTN: TIMOTHY SCHOENHOFF DEPT.: ENVIRONMENTAL SERVICES		NAME: JD WALLACE CONTRACTING, LLC ADDRESS: PO BOX 3754 SPRINGFIELD, MO 65804 PHONE: (417) 830-8309 FAX: ATTN: JUSTIN WALLACE	

AGREEMENT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

HUNT BRANCH TRUNK SEWER – PHASE 1, 5W5716

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Environmental Services within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Environmental Services, P.O. Box 8368, Springfield, MO 65801-8368

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.
- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.
- d. **Owner's and Contractor's Protective Liability** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield; and
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

g. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$3,919,875.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and

utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Environmental Services Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Three Million Nine Hundred Nineteen Thousand Eight Hundred Seventy-Five Dollars and No Cents (\$3,919,875.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

28. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

29. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

REVIEWED BY:

Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

Director of Environmental Services or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
036

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	100931	00000	\$4,703,850.00	Hunt Branch Trunk Sewer Phase 1
Net Expenditure Adjustment						\$4,703,850.00	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	(4,703,850.00)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves of \$4,703,850 from the Clean Water Enterprise Fund for the Hunt Branch Trunk Sewer Phase 1 project.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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



EXPLANATION TO COUNCIL BILL 2023-270 (CARROLL)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of \$1,924,000 to appropriate retained earnings from the Clean Water Fund for the construction of the James River Lift Station Improvements project.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2023-2024 Budget for the Department of Environmental Services in the amount of \$1,924,000 to appropriate retained earnings of the Clean Water Fund for the construction of the James River Lift Station Improvements project.

BACKGROUND INFORMATION: Special Ordinance 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement ("ACJ") with the Missouri Department of Natural Resources ("MDNR") to address issues concerning the Clean Water Act (CWA). This ACJ was approved by the Greene County Circuit Court on May 15, 2012. A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan ("OCP") designed to address the City's aging sewer infrastructure. The City's proposed OCP was approved by MDNR on or about May 1, 2015.

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

The James River Lift Station is the largest lift station within Springfield's collection system. The lift station pumps and force main are used to convey approximately 25% of Springfield's sewer flows to the Southwest Wastewater Treatment Plant. This station was originally constructed in 1976 and was expanded in 1994. A recent condition assessment of the lift station identified several areas where the aging infrastructure requires rehabilitation and upgrading to ensure continued reliability and to mitigate risks of failure. This project will install electronic actuator valves to quickly isolate lift station pumps and force main piping in the event of a failure. Check valves and expansion joints will be replaced in the lift station and new vacuum relief valves will be installed on

the force mains to minimize the likelihood of failures. Other miscellaneous lift station rehabilitation, control improvements, and safety improvements will also be included in the project. This project scope includes collection system rehabilitation and prevention of sanitary sewer overflows which both align with the goals of the SOCP. This project has been listed as part of the City's Capital Improvements Program, Project Number 18-0004, since 2018.

Environmental Services is requesting funding approval prior to bidding to decrease the time between receiving bids and initiating construction. The requested budget adjustment includes some contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Clean Water Fund upon project completion. This project is currently scheduled to bid by the end of calendar year 2023. This budget adjustment is necessary for Environmental Services to appropriate funding for the project within this fiscal year.

REMARKS: Plans, specifications, and cost estimates have been prepared and are on file with the Environmental Services Department. The project will be advertised through the City's Division of Purchasing. Bids will be advertised, publicly opened, and awarded pending a review by the City's evaluation committee. The requested budget adjustment of \$1,924,000 includes the construction, contingency, and additional materials that will be utilized for construction.

RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 10/27/2023

Attachments:

1. JRLS Improvements
2. Budget Adjustment James River Lift Station Improvements Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-31-23

Sponsored by: Carroll

First Reading _____

Second Reading _____

COUNCIL BILL 2023-270

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget for Fiscal Year 2023-2024 for the Department of
2 Environmental Services in the amount of \$1,924,000 to appropriate
3 retained earnings from the Clean Water Fund for the construction of
4 the James River Lift Station Improvements project.
5 _____
6

7 WHEREAS, the City of Springfield, Missouri, by and through the Department of
8 Environmental Services (the "Department") desires to provide environmentally and
9 economically responsible wastewater management to the citizens of Springfield and the
10 region; and
11

12 WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City
13 approved the 2021 Supplemental Overflow Control Plan ("SOCP") to comply with the
14 2nd Amended Consent Judgment, and the James River Lift Station Improvements project
15 is described as an anticipated project; and
16

17 WHEREAS, the James River Lift Station Improvements project includes collection
18 system rehabilitation and prevention of sanitary sewer overflows which both align with
19 the goals of the SOCP; and
20

21 WHEREAS, this project has been listed in the Council-approved Capital
22 Improvements Program ("CIP") as Project Number 18-0004 since 2018.
23

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

27 Section 1 – The budget for the Fiscal Year 2023-2024 of the Department of
28 Environmental Services of the City of Springfield is hereby amended in the accounts
29 and in the amounts as shown on Budget Adjustment No. 037, a copy of which is
30 attached hereto and incorporated herein by reference as "Exhibit A."
31

32 Section 2 – City Council hereby finds that the budget adjustment made above
33 has been recommended by the City Manager.

34
35 Section 3 – The City Manager is directed to cause the appropriate accounting
36 entries to be made in the books and records of the City.
37

38 Section 4 – This Ordinance shall be in effect from and after passage.
39

40 Passed at meeting: _____
41

42 _____
43 Mayor
44

45 Attest: _____, City Clerk
46

47 Filed as Ordinance: _____
48

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

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
037

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103328	00000	\$1,924,000	James River Lift Station Improvements
Net Expenditure Adjustment						\$1,924,000	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	\$ (1,924,000)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves of \$1,924,000 from the Clean Water Enterprise Fund for the James River Lift Station Improvement project.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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



EXPLANATION TO COUNCIL BILL 2023-271 (LEE)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance approving the selection of Restore SGF and the Springfield Community Land Trust as recipients of the City's Coronavirus State and Local Fiscal Recovery Funds allotted for affordable home ownership programs; and authorizing the City Manager, or his designee, to enter into agreements with these agencies to carry out these programs.

PURPOSE: To allocate the City's Coronavirus State and Local Fiscal Recovery Funds under Special Ordinance 27775 for homeownership assistance based on acceptable proposals from non-profit organizations and authorizing the City Manager to enter into funding agreements as necessary with the agencies.

BACKGROUND INFORMATION: By Special Ordinance 27538 City Council accepted the award of \$40,276,290 in Coronavirus State and Local Fiscal Recovery ("SLFRF") Funds from the U.S. Department of Treasury. SLFRF must be obligated by December 31, 2024, and all funds expended by December 31, 2026.

By Special Ordinance 27775 City Council allotted \$564,703 for affordable housing home ownership program(s) to be determined through a proposal ("RFP") process.

The Department of Planning and Development issued a Notice of Funding Availability ("NOFA") with a Request for Proposals ("RFP") on September 9, 2023, for home ownership down-payment assistance grants for agencies to provide low-barrier assistance to home buyers to increase Springfield's homeownership rates.

Two agencies responded to the RFP with proposals to provide a grant of up to \$9,000 to assist up to 50 qualified homebuyers for the purchase of homes to be their primary residence. Restore SGF and The Springfield Community Land Trust offered proposals to provide that assistance to increase homeownership. Each agency will also receive up to 2.5% of the homebuyer grant amounts for the marketing, review and reporting on these homeownership awards to home buyers. "Exhibit A" shows the amount proposed by each agency and the recommended funding for each.

REMARKS:

City Council must approve the selection of these agencies to be awarded these funds and authorize the City Manager to enter into the agreements to carry out the programs and reallocate any unused funds for homeownership to meet the grant obligation and expenditure deadlines.



Submitted By: Bob Jones, Grants Administrator

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

Maurice S. Jones, Deputy City Manager 10/23/2023

Attachments:

1. ARPA Homeownership_ord
2. ARPA-Homeownership.Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-31-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-271

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the selection of Restore SGF and the Springfield Community Land
2 Trust as recipients of the City's Coronavirus State and Local Fiscal
3 Recovery Funds allotted for affordable home ownership programs; and
4 authorizing the City Manager, or his designee, to enter into
5 agreements with these agencies to carry out these programs.
6 _____
7

8 WHEREAS, the City was awarded \$40,276,290 in Coronavirus State and Local
9 Fiscal Recovery Funds, and City Council accepted these funds through Special
10 Ordinance 27538 passed on July 26, 2021; and
11

12 WHEREAS, City Council, through Special Ordinance 27775 adopted on
13 November 14, 2022, allotted \$564,703 of the City's Coronavirus State and Local Fiscal
14 Recovery Funds for affordable housing home ownership program(s) to be determined
15 through a request for proposal ("RFP") process; and
16

17 WHEREAS, the Department of Planning and Development issued a Notice of
18 Funding Availability with an RFP on September 23, 2023, for home ownership
19 downpayment assistance grants for agencies to provide low-barrier assistance to home
20 buyers to increase the City's homeownership rates; and
21

22 WHEREAS, two agencies, Restore SGF and the Springfield Community Land
23 Trust, responded to the RFP with proposals to provide grants of up to \$9,000 to assist
24 up to 50 qualified homebuyers to purchase homes as primary residences; and
25

26 WHEREAS, City Council must approve the selection of these agencies to receive
27 the designated Coronavirus State and Local Fiscal Recovery Funds and must authorize
28 the City Manager, or his designee, to enter into agreements to carry out the programs.
29

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

33 Section 1 – City Council approves the selection of Restore SGF and the
34 Springfield Community Land Trust as recipients of the City’s Coronavirus State and
35 Local Fiscal Recovery Funds allotted for affordable home ownership programs.
36

37 Section 2 – City Council hereby authorizes the City Manager, or his designee, to
38 develop and enter into funding agreements with Restore SGF and the Springfield
39 Community Land Trust for the recommended funding amounts set forth in “Exhibit A,”
40 which is attached hereto and incorporated herein by reference, provided that any
41 agreements or documents executed pursuant to this authority are in a form approved by
42 the City Attorney.
43

44 Section 3 –This Ordinance shall be in full force and effect from and after
45 passage.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: Ca H, Assistant City Attorney
58

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

		EXHIBIT A			
	ARPA GRANT AVAILABLE	\$564,703.00			
	DPA APPLICANT	Funds Requested	Number of units	Recommended Funding	Number of units
	RESTORE SGF	\$500,000.00	54.6	\$466,000.00	51.0
	SCLT	\$110,700.00	12.0	\$98,703.00	10.7
	TOTAL	\$610,700.00	66.6	\$564,703.00	61.7
	ASSUMPTIONS:				
	All homebuyers will use the maximum amount of \$9,000 for their down payment.				
	Calculations include the proposed processing fees by Restore SGF and SCLT.				



EXPLANATION TO COUNCIL BILL 2023-272 (MCGULL)

FILED: 10/19/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance amending the budget for Fiscal Year 2023-2024 of the Department of Public Works in the amount of \$950,000 to appropriate fund balance reserves of the 1/4-cent Capital Improvement Sales Tax to support construction of a stormwater improvement project on South Pickwick Avenue and East Grand Street.

PURPOSE: Amending the budget of Fiscal Year 2023-2024, for the Department of Public Works, in the amount of \$950,000 to appropriate fund balance reserves of the 1/4-cent Capital Improvement Sales Tax to support construction of a Stormwater Improvement Project on South Pickwick Avenue and East Grand Street.

BACKGROUND INFORMATION: Inspection of the underground stormwater system, as part of the ongoing Stormwater Condition Assessment Program, revealed a box culvert between South Pickwick Avenue and East Grand Street in poor structural condition in need of immediate replacement. The existing culvert is on private property, outside of public right-of-way.

The project will replace over 400 feet of box culvert with new reinforced concrete box culvert along a new alignment staying within the City's right of way along East Grand Street and South Pickwick Avenue. The project also provided an opportunity to address frequent roadway flooding along East Grand Street with the inclusion of additional curb inlets. The existing box culvert will be abandoned in place and fully stabilized with flowable cementitious fill.

Supports the following City Council Priorities:

- Quality of Place

REMARKS: 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 10/27/2023

Attachments: 1. Stormwater Improvement Pickwick & Grand_ord

2. Pickwick & Grand Exhibit A
3. Pickwick & Grand Budget Adjustment Exhibit B

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 10-31-23

Sponsored by: McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2023-272

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget for Fiscal Year 2023-2024 of the Department of Public
2 Works in the amount of \$950,000 to appropriate fund balance
3 reserves of the 1/4-cent Capital Improvement Sales Tax to support
4 construction of a stormwater improvement project on South
5 Pickwick Avenue and East Grand Street.
6 _____
7

8 WHEREAS, inspections conducted as part of the ongoing Stormwater Condition
9 Assessment Program revealed a box culvert in poor structural condition and in need of
10 immediate replacement between South Pickwick Avenue and East Grand Street; and
11

12 WHEREAS, the existing culvert is on private property outside the public right-of-
13 way; and
14

15 WHEREAS, the project will install over 400 feet of box culvert within the public
16 right-of-way, and will retire the existing box culvert by stabilizing it with flowable
17 cementitious fill, as depicted on "Exhibit A," attached hereto and incorporated herein by
18 reference.
19

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

23 Section 1 – The budget for the Fiscal Year 2023-2024 of the Department of
24 Public Works of the City of Springfield is hereby amended in the accounts and in the
25 amounts as shown on Budget Adjustment No. 039, a copy of which is attached hereto
26 and incorporated herein by reference as "Exhibit B."
27

28 Section 2 – City Council hereby finds that the budget adjustment made above
29 has been recommended by the City Manager.
30

31 Section 3 – The City Manager is directed to cause the appropriate accounting
32 entries to be made in the books and records of the City.
33

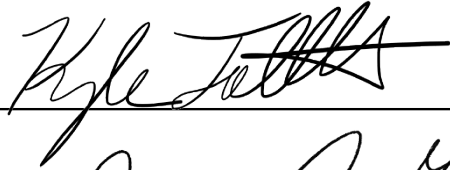
34 Section 4 – This Ordinance shall be in effect from and after passage.

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

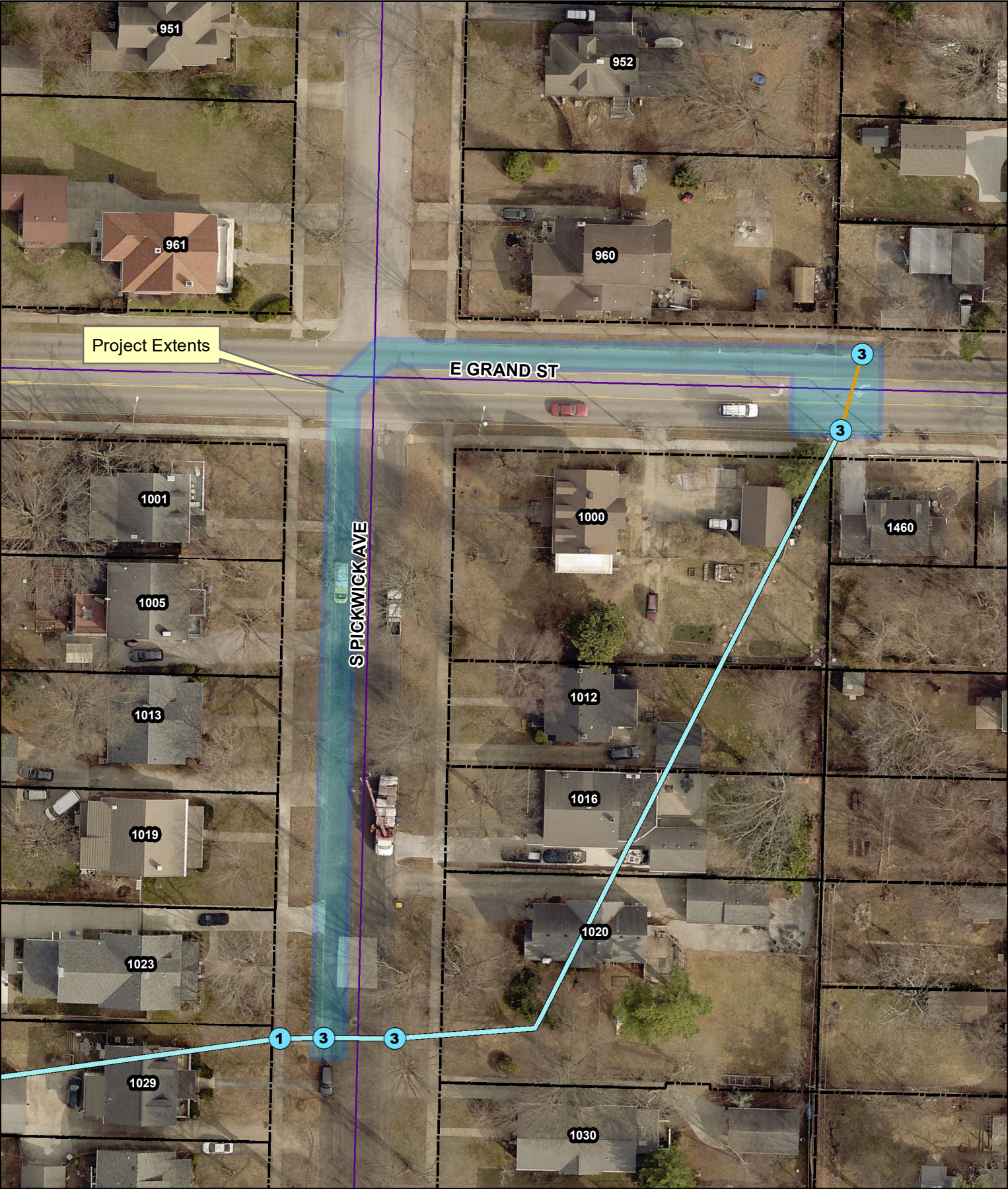
40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

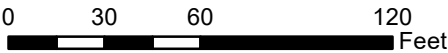
44
45 
46 Approved as to form: _____, Assistant City Attorney

47
48 
49 Approved for Council action _____, City Manager

EXHIBIT A



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 B

Budget Adjustment
039

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41040	20	73020	509110	000000	00000	\$ 650,000	South Pickwick/East Grand Street Stormwater Improvements
41080	20	73020	509110	000000	00000	300,000	South Pickwick/East Grand Street Stormwater Improvements
Net Expenditure Adjustment						\$ 950,000	

Fund Balance Appropriation:

Fund	Title	Amount
Various	1/4-cent Capital Imp. Sales Tax	(950,000)

Explanation: To amend the FY2023-24 budget by appropriating fund balance reserves from the 1/4-cent Capital Improvement Sales Tax in the amount of \$950,000 for Pickwick/Grand Stormwater Improvements.

Requested By:

Dan Smith 10-31-2023
Department Head Date

Approved By:

DL Hill 10-31-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-272
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-273 (HARDINGER)

FILED: 10/24/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an intergovernmental agreement with St. Louis County to effectuate the Springfield-Greene County Health Department's participation in the statewide Missouri prescription drug monitoring program.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an intergovernmental agreement with St. Louis County to effectuate the Springfield-Greene County Health Department's participation in the statewide Missouri prescription drug monitoring program.

BACKGROUND INFORMATION: Special Ordinance 26919, approved by City Council on July 24, 2017, authorized the Springfield-Greene County Health Department ("SGCHD") to enter into a user agreement with St. Louis County ("SLC") to allow SLC to act as administrator of the City's local prescription drug monitoring program ("PDMP").

On May 12, 2021, the Missouri Legislature passed Senate Bill 63, which authorizes a statewide PDMP. Due to this transition to a statewide PDMP, SGCHD is requested to enter into a renewal PDMP user agreement with SLC in order to authorize the transfer of SGCHD's historical data to the State of Missouri.

The sharing of historical data is integral for healthcare providers, affording a continuity of care by having a full picture of their patients' controlled substance prescription history, thereby improving overall care. By participating with the statewide Missouri PDMP & retaining historical dispensation data, SGCHD will empower healthcare providers to prevent substance misuse & arm them with a critical tool needed in our collective battle against the opioid epidemic.

Submitted By: Brad Stulce, Public Health Resource Manager

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

Collin Quigley, Deputy City Manager 10/26/2023

Attachments: 1. PDMP Renewal Contract Ordinance

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 10-31-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-273

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an intergovernmental
2 agreement with St. Louis County to effectuate the Springfield-Greene
3 County Health Department's participation in the statewide Missouri
4 prescription drug monitoring program.
5 _____
6

7 WHEREAS, Special Ordinance 26919, approved by City Council on July 24,
8 2017, authorized the Springfield-Greene County Health Department ("SGCHD") to enter
9 into a user agreement with St. Louis County ("SLC") to allow SLC to act as administrator
10 of the City's local prescription drug monitoring program ("PDMP"); and
11

12 WHEREAS, on May 12, 2021, the Missouri Legislature passed Senate Bill 63,
13 which authorized a statewide PDMP. Due to the transition to a statewide PDMP,
14 SGCHD is requested to enter into a renewal PDMP user agreement with SLC in order
15 to authorize the transfer of SGCHD's historical data to the State of Missouri; and
16

17 WHEREAS, the SGCHD sharing of historical data integral for healthcare
18 providers, participating with the statewide Missouri PDMP, and retaining historical
19 dispensation data will empower healthcare providers to prevent substance misuse and
20 arm them with a critical tool needed in our collective battle against the opioid epidemic.
21

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

25 Section 1 – City Council hereby authorizes the City Manager, or designee, to
26 enter into an intergovernmental agreement, and subsequent amendments thereto, with
27 St. Louis County, provided the agreement is in a form approved by the City Attorney, for
28 the purpose of effectuating the Springfield-Greene County Health Department's
29 participation in the statewide Missouri prescription drug monitoring program.
30

31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.
33

34 Passed at meeting: _____
35
36

37 _____
38 Mayor

39 Attest: _____, City Clerk
40

41 Filed as Ordinance _____
42

43 Approved as to form: Mary B. Bozant, Assistant City Attorney
44
45

46 Approved for Council action: Jason A. Hays, City Manager
47



EXPLANATION TO REFER TO THE PLANS AND POLICIES COMMITTEE THE TOPI

FILED: 10/27/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

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

Attachments: None



EXPLANATION TO AS PER RSMO. 109.230 (4), CITY RECORDS THAT ARE ON

FILED: 10/27/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

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

Attachments: None



EXPLANATION TO COUNCIL BILL 2023-274 (HORTON)

FILED: 10/13/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 901 South West Bypass, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 901 South West Bypass upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Kay Pointe Place dated September 19th, 2023, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Exhibit B, Attachment 3.

B. The Planning and Zoning Commission held a public hearing on October 5th, 2023, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Traditional Neighborhood Placetype. This placetype is comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and bufferyards. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-

intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood, commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process.

The proposed streets are curvilinear in design while also connecting to the stubs from the surrounding street network. Sidewalks exist on both sides of the stubbed local streets and connections are required on at least one side of the new streets. The intended purpose for the two large, eastern lots is commercial and multifamily use. These lots are adjacent to West Bypass, which is classified as an expressway. The configuration of the subdivision locates the commercial lots along a higher classified roadway while still allowing the opportunity to serve and be accessed from within the neighborhood.

REMARKS:

Staff recommends approval.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 10/23/2023

Attachments:

1. Kay Pointe Place_ord (1)
2. Kay Pointe Place_exhA
3. Kay Pointe Place_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 10-31-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-274

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Kay Pointe Place, generally located at 901
4 South West Bypass, upon the applicant filing and recording a final plat
5 that substantially conforms to the preliminary plat; and authorizing the
6 City Clerk to sign the final plat upon compliance with all the terms of
7 this Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Kay Pointe Place, dated September
12 19, 2023, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
15 Missouri, held a public hearing and conditionally approved the Preliminary Plat of Kay
16 Pointe Place, which is generally located at 901 South West Bypass, on October 5,
17 2023, a copy of the Record of Proceedings from said public hearing being attached
18 hereto and incorporated herein by this reference as "Exhibit A."
19

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

23 Section 1 – City Council hereby authorizes the Director of Planning and
24 Development, on behalf of the City of Springfield, to accept the land, easements, and
25 improvements dedicated to the City, as shown on the Preliminary Plat of Kay Pointe
26 Place, which is generally located at 901 South West Bypass, as approved by the
27 Planning and Zoning Commission. The original plat of Kay Pointe Place is on file in the
28 Department of Planning and Development ("Approved Preliminary Plat"), a reduced
29 version of which is attached hereto for general reference as "Exhibit B – Attachment 3."
30 All of "Exhibit B," including attachments, is incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

34 plat, upon the applicant filing and recording a final plat in accordance with this
35 Ordinance and the Subdivision Regulations of the City, which final plat shall
36 substantially conform to the Approved Preliminary Plat, including those conditions
37 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying
38 to the Director of Planning and Development and the City Clerk that the public
39 improvements have been made in accordance with City standards and specifications.
40 Said public improvements shall not be accepted until the occurrence of all conditions
41 referenced herein and in "Exhibit B – Attachment 2."

42
43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of
46 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
47 by or in connection with the construction of said improvements have been paid to the
48 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
49 with the City Manager, according to the terms of the Subdivision Regulations of the City,
50 the prescribed financial assurances in a form acceptable to the City to ensure the
51 construction of the improvements and the payment to the City of all engineering fees,
52 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
53 construction of the improvements.

54
55 Section 4 – Upon compliance with all the requirements of this Ordinance,
56 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
57 authorized to endorse City Council's approval upon the final plat pursuant to Section
58 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
59 Improvements contained therein.

60
61 Section 5 – This Ordinance shall be in full force and effect from and after its
62 passage.

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

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

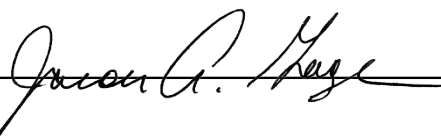
75
76
77 Approved for Council action:  _____, City Manager

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – KAY POINTE PLACE

Preliminary Plat of Kay Pointe Place
901 South West Bypass (Applicant: Carleton Resources, LLC)
Applicant: Carleton Resources, LLC

Andrew Menke stated that this is a request to approve a preliminary plat for a 37-lot subdivision.

Bruce Colony asked about the existing Greenway trail.

Natalie Broekhoven opened the public hearing.

Todd Chandler, 186 Payne Stewart Drive, representing the applicant and the existing trailway will be maintained with 35 of the lots to be single family residential.

Natalie Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Lebeck moved to **approve** the Preliminary Plat of Kay Pointe Place.
Planning and Zoning Commission Board Member Knuckles seconded the motion, and it was Passed with the following vote:
Ayes: Commissioner Scott, Commissioner Broekhoven, Commissioner Knuckles, Commissioner Ridge, Commissioner Pauly, Commissioner Colony, Commissioner Lebeck, Commissioner Gunther. Nays: None. Absent: Britton Jobe. Abstain: None.



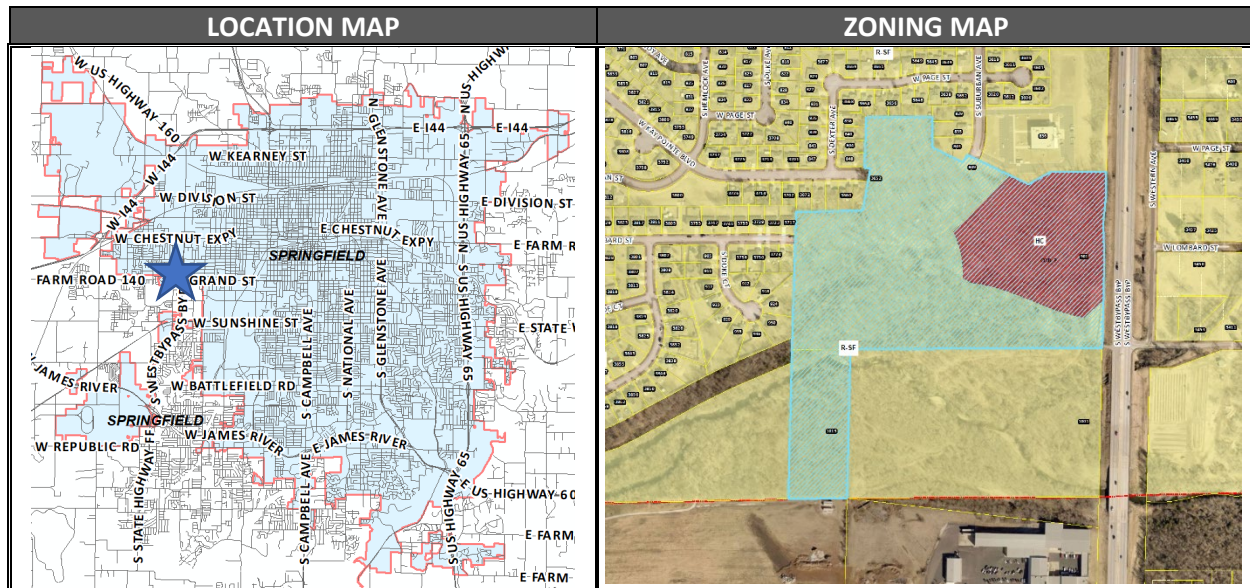
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Kay Pointe Place
Location:	901 South West Bypass
Total Acres:	30.1 acres
Applicant:	Carleton Resources, LLC
Existing Land Use:	Undeveloped
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	October 5, 2023
City Council:	November 6, 2023
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner – (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Kay Pointe Place subject to the conditions listed in Attachment 2 of the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 30.1 acres of property generally located at 901 South West Bypass into thirty-seven (37) lots to facilitate development of the site.



DEVELOPMENT REVIEW STAFF REPORT

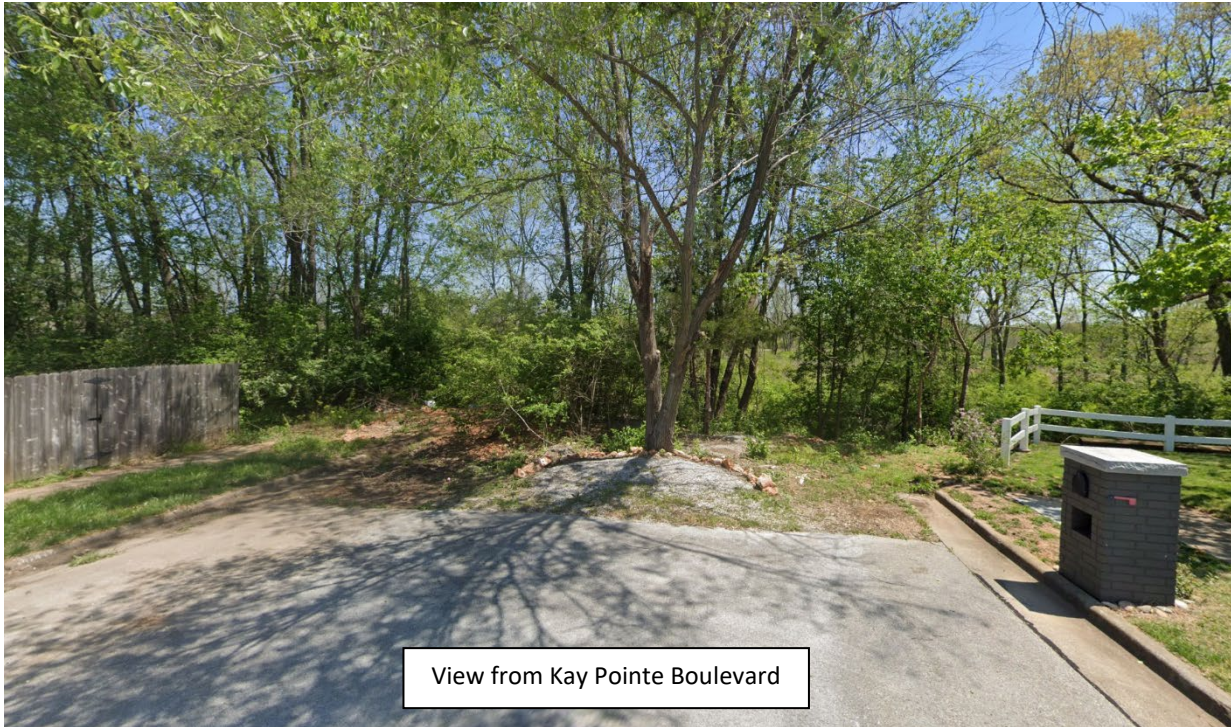
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was annexed into the city in 1968. The whole parcel was zoned Single-Family Residential in the 1995 citywide remapping. In 2007, a portion of the property was rezoned to Highway Commercial with Conditional Overlay District 2.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.

DEVELOPMENT REVIEW STAFF REPORT

- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side and rear yard setback	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection 36-421(8)
Street Classification	S West Bypass – Expressway S Suburban Avenue – Local W Kay Pointe Boulevard – Local W Lombard Street – Local
Sidewalks	Along the property frontage of S West Bypass there are no existing sidewalks and none are required. Sidewalks are located on both sides of W Lombard, W Kay Pointe, and S Suburban. Sidewalks are required along at least one side of all new city streets.
Open Space Requirements	Not less than 20 percent of the gross site area.

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum lot dimension requirements	Lot Area: 6,000 square feet Lot Width: 50 feet Lot Depth: 80 feet
Maximum structure height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side and rear yard setback	Side yard: Five feet or as required by section 36-453, supplemental open space and yard regulations. Rear yard: Ten percent of the lot depth, but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	S West Bypass – Expressway S Suburban Avenue – Local W Kay Pointe Boulevard – Local W Lombard Street – Local
Sidewalks	Along the property frontage of S West Bypass there are no existing sidewalks and none are required. Sidewalks are located on both sides of W Lombard, W Kay Pointe, and S Suburban. Sidewalks are required along at least one side of all new city streets.
Open Space Requirements	Not less than 30 percent of the total lot area.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: TRADITIONAL NEIGHBORHOOD

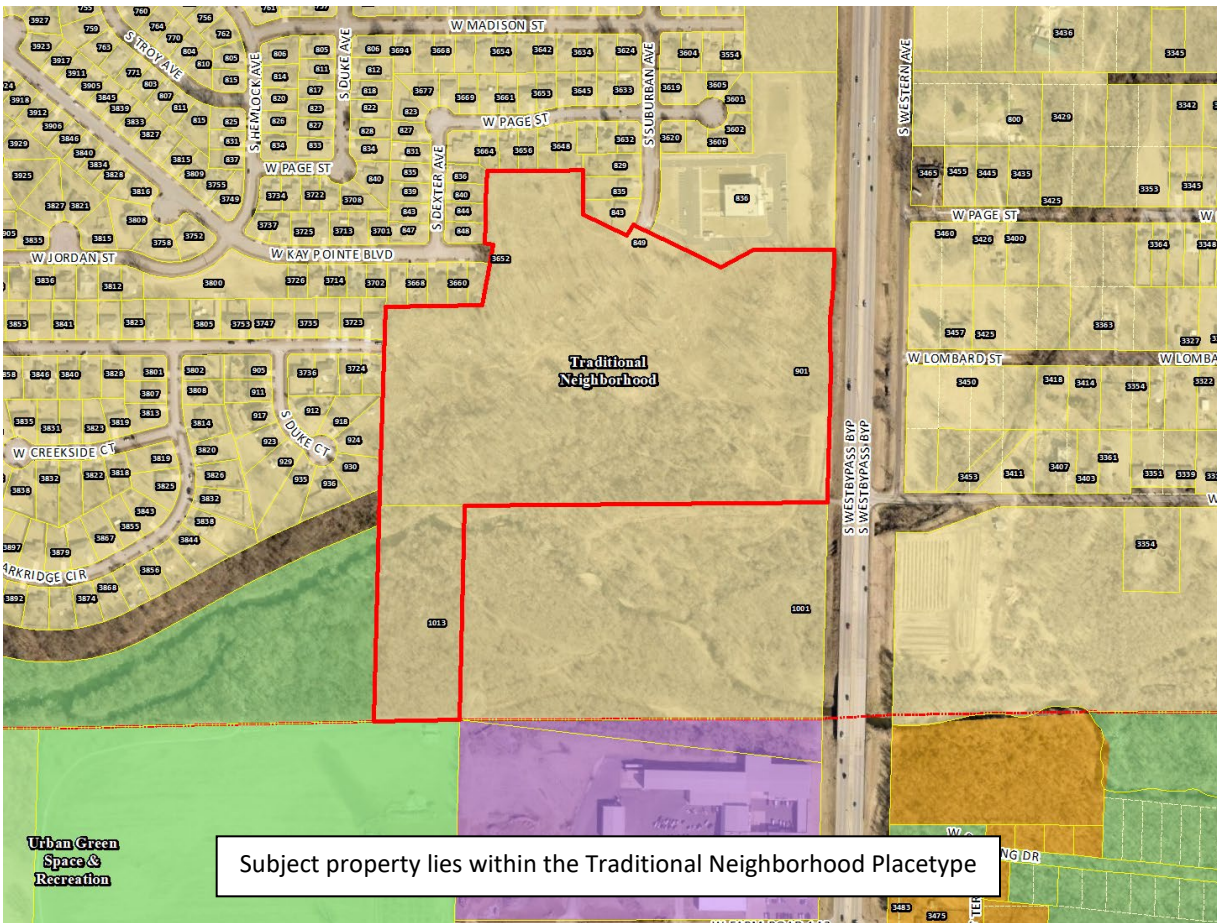
The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Traditional Neighborhood Placetype. This placetype is comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and bufferyards. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process.

The proposed streets are curvilinear in design while also connecting to the stubs from the surrounding street network. Sidewalks exist on both sides of the stubbed local streets and connections are required on at least one side of the new streets. The intended purpose for the two large, eastern lots is commercial and multifamily use. These lots are adjacent to West Bypass, which is classified as an expressway. The configuration of the subdivision locates the commercial lots along a higher classified roadway while still allowing the opportunity to serve and be accessed from within the neighborhood.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◆	○	◆	◆	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◆	◆	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

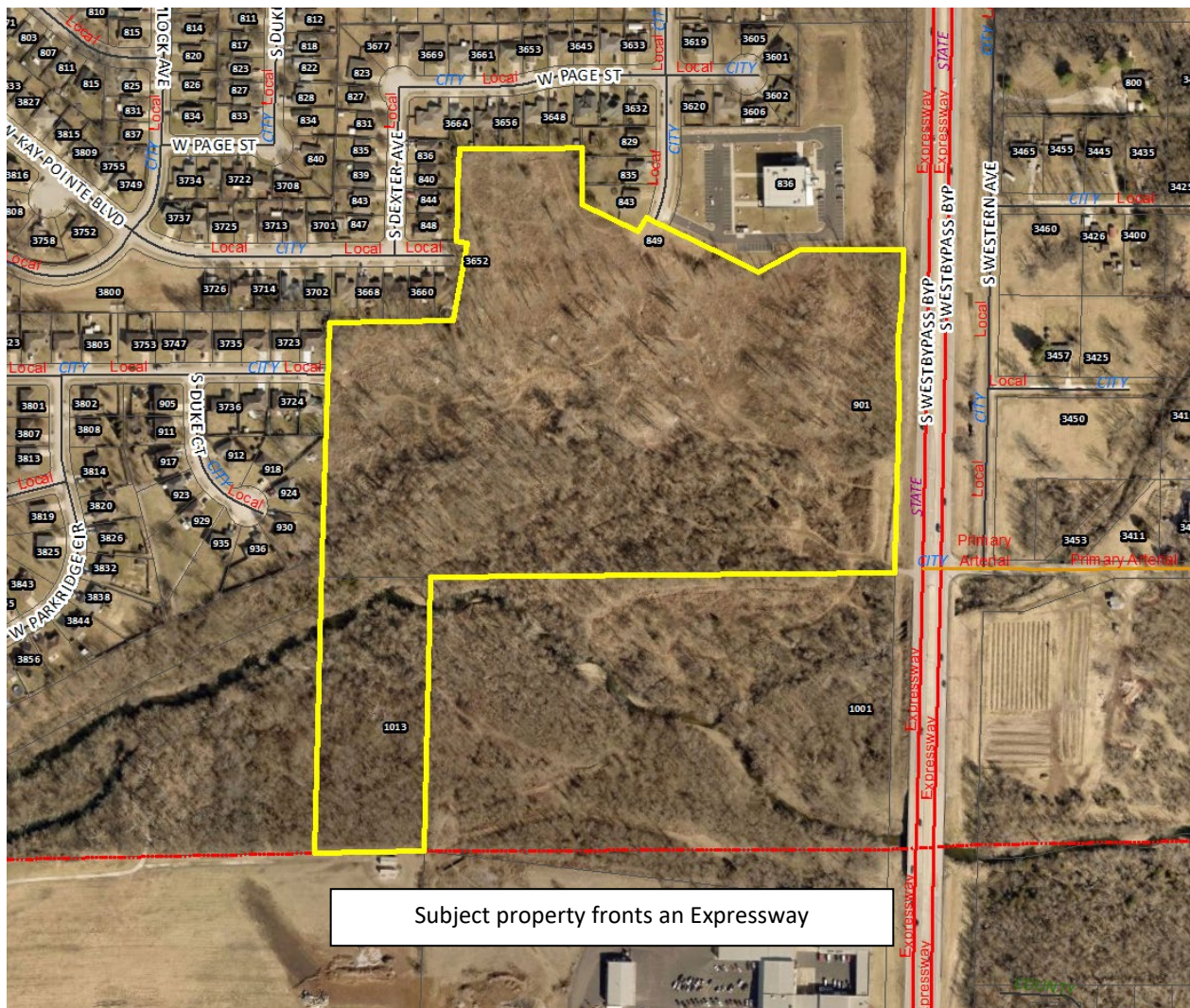
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◆ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF & Greene County M-1	R-SF	R-SF
LAND USE	Single-family residential & church	Undeveloped & park/agriculture	Single-family residential & undeveloped	Single-family residential & undeveloped
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood and Urban Green Space & Recreation	Traditional Neighborhood	Traditional Neighborhood and Urban Green Space & Recreation

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 30.1 acres of land into a thirty-seven (37) lot subdivision named "Kay Pointe Place."
2. Public streets are to be dedicated with this plat, including extensions of Kay Pointe Boulevard, Lombard Street, and Suburban Avenue.
3. The southern portion of the Subdivision area is encompassed by the FEMA 100-year Floodplain. Within the floodplain a large area is captured by the Wilson's Creek Floodway. No development in the Floodway is authorized.
4. All lots meet the minimum dimension requirements of the City's subdivision regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing.

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

CU can provide Electric/Gas/Water and possibly Springnet fiber to the development, per CU's extension policy. 10ft utility easements will be needed along both sides of all new public streets. Those can be added on the final plat. Additional easements may be needed based on final designs. Utility crossings of West Bypass may be needed to provide adequate services. CU Engineering will determine the connections needed and routing of our facilities. CU can begin design when we receive construction plans/cad file. A utility pre-design meeting is recommended.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Public sewer will need to be extended to each lot as shown on the plat.
2. Additional reviews will be done when public improvement plans are submitted. Public improvement plans will need to be designed, submitted and constructed to city standards. The public improvements must be approved, filed and constructed or escrowed before any building permits or plats can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. The property will be placed in a sanitary sewer district after the public improvements have been completed and accepted.

3. FIRE DEPARTMENT:

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

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The Westwood Hills 2nd Add off-site basin is a valid drainage easement and will have to be relinquished through the P&Z relinquishment process. The Preliminary Plat needs to have conditioning for the Final Plat approval Final Plat Requirements:

1. Westwood Hills 2nd Add Detention Easement is relinquished.
2. Public Improvement Project is approved and completed for the Subdivision.
3. Stream Buffer is dedicated in a Stream Buffer Easement.

Site Description and Drainage Pattern

901 S Westbypass is a large undeveloped tract of land that is a focal point of the Wilsons Creek floodplain and buffer area. The entire property drains into the Wilson Creek stream (natural channel). Two existing detention basins are present for the off-site subdivisions of Westwood Hills 1st Addition and 2nd Addition. The property is in the Wilsons Creek drainage basin. The property is located in a FEMA designated floodplain. Staff is aware of flooding problems in the local or downstream area. The city is 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 be allowed.

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.

DEVELOPMENT REVIEW STAFF REPORT

Detention and Discharge Requirements

1. Two existing Detention Basins exist for the Westwood Hills 1st Addition and 2nd Addition subdivisions. Basins are in the developed area of the Plat. PW-Stormwater is supportive of a Fee in Lieu of Detention Application for the two basins. The final plat will not be approved until the fee in lieu of detention application is processed and a Vacation for the two basin drainage easements are approved.
2. A fee in lieu of detention is permissible for the remainder of the Kay Pointe Place subdivision. The large Floodplain and stream area should be capable of handling the increase in peak flow rate. A fee in lieu of detention application for any or all projects associated with the subdivision should be submitted at time of development. If the subdivision is phased, then the applications will be submitted for each phase.
3. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. 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 at the time of development for all phases or construction of the subdivision. Water Quality SCMs are provided with an Operations and Maintenance Plan and a Drainage Easement or Common Area designation during the Final Plat. 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. All Water Quality SCMs need to receive the runoff from the new impervious areas. Only de minimis areas that are incapable of having the runoff captured can drain without water quality applied.
3. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

Floodplain

1. The southern portion of the Subdivision area is encompassed by the FEMA 100-year Floodplain. Per Chapter 3, Sec 2.6 a Floodplain Development Permit is required. Linked is the PDF for the permit. <https://www.springfieldmo.gov/DocumentCenter/View/5942>
 - a. Floodplain Development Permit: As described in Section 2.2.3 and Chapters 1 and 2, Springfield participates in the NFIP, which requires that the City administer the rules of the NFIP through floodplain regulation. Depending on the proposal and circumstances, various permits may be required when a structure or fill are proposed in the floodplain or floodway. An elevation certificate is required for any structure constructed in the floodplain.

DEVELOPMENT REVIEW STAFF REPORT

2. Within the floodplain a large area is captured by the Wilsons Creek Floodway. No development in the Floodway is authorized. Floodways are within areas of special flood hazards and designated as red hashed areas on the City of Springfield GISViewer, select "FEMA Flood Layers". City Code Section 36-1733 Floodway covers the uses and restrictions of a Floodway.
 - a. Located within areas of special flood hazard established in section 36-1710 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:
 - (1). The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point.
 - (2). The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
 - (3). If subsection 36-1733(2) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of division 4.
 - (4). In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from federal, state, or other sources as set forth in subsection 36-1730(2).

Natural Channels and Stream Buffers

1. Wilsons Creek, Category A Large Stream is present on the Lot. The Plat is showing the 200 feet wide Stream Buffer. The final plat will record the stream buffer and 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>
 - b. No structures are allowed in the Stream Buffer area. Utility or transportation crossings are allowed in the stream buffer area with the submittal of a Stream Buffer Plan during the project.

Sinkholes and Karst Features

1. Two sinkholes are located on the subdivision area. The sinkholes and a 25 feet wide buffer are designated on the preliminary plat. The drainage easements that surround the sinkholes are considered No Build Areas for the subdivision.
2. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist. Development within the rim of a sinkhole is prohibited unless the developer can demonstrate there will be no significant impacts upon flooding, stability of structures, water

DEVELOPMENT REVIEW STAFF REPORT

quality, other natural resources, or adjoining properties. Given the potential impacts to the adjoining properties and infrastructure it's unlikely this would be permitted.

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.

5. MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT):
No comments.
6. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Street Classification, Right-Of-Way, & Jurisdiction

City's Transportation Plan classifies S. West Bypass as an Expressway roadway, and S. Suburban Avenue, W. Kay Pointe Boulevard and W. Lombard Street as Local roadways. The standard right-of-way width from the centerline of S. West Bypass is 65 feet. The standard right-of-way width from the centerline of S. Suburban Avenue, W. Kay Pointe Boulevard, and W. Lombard Street is 25 feet. It appears that no additional right-of-way is needed along any of the existing roadways. A survey is recommended to determine the exact amount of existing right-of-way. S. Suburban Avenue, W. Kay Pointe Boulevard, and W. Lombard Street are city-maintained streets and S. West Bypass is a state-maintained street.

Access

All access to the development shall be per the traffic study, current MoDOT standards and/or current City of Springfield standards.

Sidewalk

Sidewalks are required along at least 1 side of all new city streets. Sidewalk is not required along S. West Bypass.

Improvements

A traffic study will be required at the time of development. All requirements of the traffic study are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

DEVELOPMENT REVIEW STAFF REPORT

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. West Bypass	Expressway	No	90	65
Street 2	S. Suburban Avenue	Local	Yes	25	25
Street 3	W. Kay Pointe Boulevard	Local	Yes	25	25
Street 4	W. Lombard Street	Local	Yes	25	25

7. DEPARTMENT OF PUBLIC WORKS SEDIMENT EROSION CONTROL DIVISION:
Will provide comments at the time of PRJ submittal.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT OF
KAY POINTE PLACE
A SUBDIVISION IN GREENE COUNTY, MISSOURI

SURVEY NOTES

1. SURVEY ACCURACY STANDARD: TYPE URBAN PROPERTY
2. BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
3. SOURCE OF TITLE: BOOK 2509, PAGE 2302 HOGAN LAND TITLE TITLE REPORT NO.: 1905938 EFFECTIVE DATE: MAY 1, 2019
4. AREA OF SURVEYED PROPERTY: 30.1 ACRES
5. THIS PROPERTY IS IN FLOOD ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ON MAP 29077003286, DATED DECEMBER 17, 2010. SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.
6. SURVEY RECORDS UTILIZED IN THE COMPLETION OF THIS SURVEY:
TIMBER CREEK 6TH ADDITION FINAL PLAT
WESTWOOD HILLS FIRST ADDITION FINAL PLAT
WESTWOOD HILLS SECOND ADDITION FINAL PLAT
WEST BYPASS PROPERTIES FINAL PLAT
WEST BYPASS PROPERTIES — PLAT 2 FINAL PLAT
7. TEMPORARY BENCH MARK: SANITARY SEWER MANHOLE 105± NORTHEAST OF THE NORTHEAST CORNER OF LOT 11 ON THE WEST SIDE OF SUBURBAN AVENUE.
ELEVATION (NAVD88 DATUM): 1228.24
8. ALL CUL-DE-SAC LOTS HAVE A LEAST 50.00 FEET OF FRONTAGE AT THE SETBACK LINE, NOT DIMENSIONED DUE TO VISUAL SPACE LIMITATIONS.
9. TRACTS 36 AND 37 MUST BE REZONED BEFORE FINAL PLAT APPROVAL.
10. FINAL LOCATION OF ELECTRIC, GAS AND WATER MAINS AND LATERALS WILL BE DETERMINED BY CITY UTILITIES ENGINEERING DEPART (CONTACT: Josh Cossey (417) 831-8816)
11. FEE IN LIEU OF CONSTRUCTING DETENTION
12. ANY AREA DETERMINED TO BE A SINKHOLE SHALL HAVE A 25 FOOT DRAINAGE EASEMENT AND BUFFER.
13. PROPOSED WATER MAINS: 8" PVC
14. PROPOSED SEWER MAINS: 8" PVC

PROPERTY DESCRIPTION — BOOK 2509, PAGE 2302

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29, RANGE 22, GREENE COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, N89°37'03"W, 216.22 FEET TO AN EXISTING SURVEY MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N89°37'03"W, A DISTANCE OF 1117.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29, RANGE 22; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, S02°37'48"W, A DISTANCE OF 666.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE N89°53'27"W, A DISTANCE OF 263.92 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG AN EXTENSION OF THE EAST LINE OF TIMBERCREEK 6TH ADDITION, N02°00'40"E, A DISTANCE OF 667.10 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE ALONG SAID EAST LINE OF TIMBER CREEK 6TH ADDITION, N02°56'09"E, A DISTANCE OF 627.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH AND EAST LINES OF WESTWOOD HILLS SECOND ADDITION, THE FOLLOWING 5 COURSES: s89°27'01"E, A DISTANCE OF 298.09 FEET TO AN EXISTING SURVEY MONUMENT; N11°24'42"E, A DISTANCE OF 190.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KAY POINTE BOULEVARD; THENCE ON A CURVE TO THE LEFT 26.13 FEET, SAID CURVE HAVING A RADIUS OF 424.34 FEET, A CENTRAL ANGLE OF 3°31'39", WITH A LONG CHORD OF 26.12 FEET WHICH BEARS N80°21'07"W TO AN EXISTING SURVEY MONUMENT; N02°56'06"E, A DISTANCE OF 229.19 FEET; S89°16'20"E, A DISTANCE OF 293.66 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH LINES OF WEST WOOD HILLS FIRST ADDITION, THE FOLLOWING 6 COURSES: S00°38'44"W, A DISTANCE OF 135.97 FEET TO AN EXISTING SURVEY MONUMENT; S62°33'00"E, A DISTANCE OF 150.20 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ON A CURVE TO THE LEFT 39.46 FEET, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 8°22'25", WITH A LONG CHORD OF 39.42 FEET WHICH BEARS N31°03'08"E, S63°15'01"E, A DISTANCE OF 299.90 FEET TO AN EXISTING SURVEY MONUMENT; N62°56'38"E, A DISTANCE OF 109.90 FEET TO AN EXISTING SURVEY MONUMENT; S89°14'06"E, A DISTANCE OF 255.58 FEET TO THE WEST RIGHT-OF-WAY OF WES BYPASS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: S02°09'04"W, A DISTANCE OF 106.80 FEET; S08°16'57"W, A DISTANCE OF 100.54 FEET TO AN EXISTING SURVEY MONUMENT; S02°25'00"W, A DISTANCE OF 60.02 FEET TO AN EXISTING SURVEY MONUMENT; S03°41'49"E, A DISTANCE OF 100.53 FEET TO AN EXISTING SURVEY MONUMENT; S02°19'04"W, A DISTANCE OF 433.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1,310,213 SQ. FT. (30.1 ACRES).

BEARINGS ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

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

UTILITY DISCLAIMER

EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC LINES, AND BURIED STRUCTURES ON AND IN THE VICINITY OF THE SUBJECT PROPERTY ARE INDICATED HEREON ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.

UTILITIES

SANITARY SEWER TO BE PROVIDED BY
CITY OF SPRINGFIELD
840 BOONVILLE AVENUE
SPRINGFIELD, MISSOURI 65802
(417) 864-1900

ELECTRIC, NATURAL GAS AND WATER TO BE
SUPPLIED BY
CITY UTILITIES OF SPRINGFIELD, MO
SPRINGFIELD, MISSOURI 65802
(417) 863-9000

TELEPHONE SERVICE TO BE PROVIDED BY SBC
1010 PINE
ST. LOUIS, MISSOURI 63101
(800) 464-7928

CABLE TELEVISION TO BE PROVIDED BY
MEDIACOM
1533 S. ENTERPRISE AVENUE
SPRINGFIELD, MISSOURI 65804
(417) 875-5500

STORM WATER NOTES

1. THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN-OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN-OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.
2. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
3. RELINQUISHMENT OF THE WESTWOOD HILLS 2ND ADDITION DETENTION EASEMENT SHALL OCCUR BEFORE THE FINAL PLAT IS APPROVED.
4. THE PUBLIC IMPROVEMENT PROJECT FOR STORMWATER CONTROL MEASURES SHALL BE COMPLETED BEFORE THE FINAL PLAT IS APPROVED.
5. THE STREAM BUFFER EASEMENTS SHALL BE SHOWN ON THE FINAL PLAT PER SECTION 96-22 OF CITY CODE AND THE FLOOD CONTROL AND STORMWATER PROTECTION MANUAL.

SINKHOLE NOTES

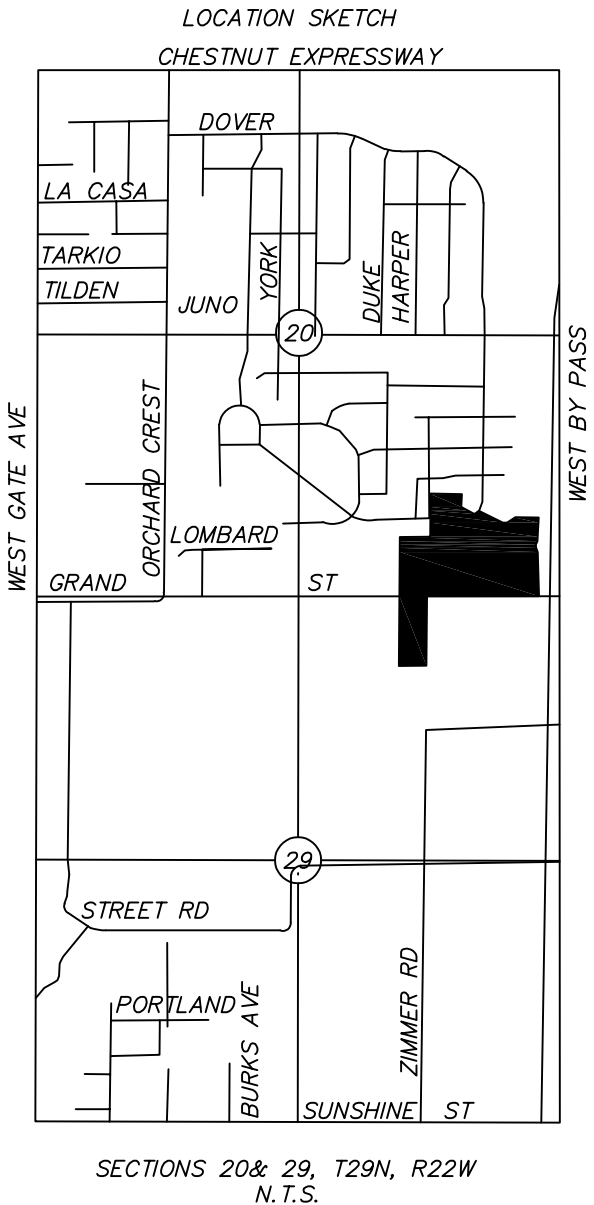
1. A 25' DRAINAGE EASEMENT/BUFFER AREA IS SHOWN ON THIS PLAT. THE SINK-HOLE RELATED NON-BUILDABLE AREAS OR RESTRICTED FILL AREAS SHALL BE DETERMINED BASED ON THE STUDY AND RECOMMENDATION OF A PROFESSIONAL ENGINEER OR GEOLOGIST PRIOR TO FINAL PLAT. HOWEVER, APPROVAL OF THIS PLAT IS NOT TO BE INTERPRETED AS ANY GUARANTEE THAT FUTURE SINK-HOLE ACTIVITY WILL NOT OCCUR DUE TO EITHER NATURAL OR HUMAN ACTIVITIES.
2. ANY SINK-HOLE RELATED NON-BUILDABLE AREA IDENTIFIED HERE HAS BEEN DETERMINED TO BE DISTURBANCE OR OTHER STRUCTURES SHALL BE PERMITTED WITHIN THIS AREA.
3. ANY SINK-HOLE OR RESTRICTED FILL AREA IDENTIFIED HERE HAS BEEN DETERMINED TO BE UNSUITABLE FOR SOIL BEARING FOUNDATION, AND THE ENTIRE STRUCTURE OF ANY BUILDING (INCLUDING THE FLOOR SYSTEM) CONSTRUCTED THEREIN MUST BE FOUNDED ON SOLID ROCK, OR AS DETERMINED BY THE DIRECTOR OF BUILDING DEVELOPMENT SERVICES.

OWNER/DEVELOPER

CARLETON RESOURCES LLC
6303 S. KISSICK
OZARK, MO 65721
PHONE: (417) 827-8589
CONTACT: KEVIN CARLETON

DEVELOPMENT NOTES

TOTAL AREA	1,310,213 SQ. FT. (30.1 ACRES)
PROPOSED GR ZONING	923,326 SQ. FT. (21.2 ACRES)
PROPOSED RSF ZONING	386,842 SQ. FT. (8.9 ACRES)
CONDITIONAL OVERLAY DIST.	79,962 SQ. FT. (1.8 ACRES)
TOTAL NO. OF LOTS	37 (35 RSF)
SMALLEST LOT	LOTS 7, 20-23 6,000 SQ. FT.
LARGEST LOT	LOT 29: 15,988 SQ. FT.
DENSITY (RSF)	3.9 LOTS/ACRE
PROPOSED LAND USE	SINGLE FAMILY HOME SITES
CURRENT ZONING	RESIDENTIAL SINGLE FAMILY/HIGHWAY COM.
SOURCE OF TITLE	BOOK 2509, PAGE 2302
STREET CLASSIFICATIONS	LOCAL
5' SIDEWALKS	SHALL BE CONSTRUCTED WHEN DEVELOPED
10' UTILITY EASEMENTS	ALONG RIGHT-OF-WAY OF ALL LOTS
REQUIRED SETBACKS	
FRONT YARD	15 FT. (25 FT. AT CUL-DE-SAC)
SIDE YARD	5 FT.
SIDE YARD	12.5 FT.
ON CORNERS	
REAR YARD	15 FT.



SHEET 1 OF 2

SURVEY DECLARATION

I HEREBY DECLARE TO CARLETON RESOURCES THAT THE INFORMATION SHOWN HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT SAID SURVEY WAS PERFORMED UNDER MY PERSONAL SUPERVISION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS (20 CSR 2030-16).

Br W F

BRAD WILLIAM FERGUSON, PLS 2007017959

LAND SURVEYING CORPORATION CERTIFICATE OF AUTHORITY #2001011476



PRELIMINARY PLAT OF KAY POINTE PLACE
FOR
CARLETON RESOURCES

PART OF SE 1/4 SECTION 20 AND NE1/4 SECTION 29,
TOWNSHIP 29 NORTH, RANGE 22 WEST
GREENE COUNTY, MISSOURI

CHECKED BY: BWF
DRAWN BY: DVH
JOB NUMBER: 5095
FILE NAME: 5095_PP

GRE
GREAT RIVER
ENGINEERING
186 S PAYNE STEWART DR, SUITE 151, BRANSON, MO 65616
PHONE: (417) 220-4112 FAX: (417) 886-7591
www.gretriv.com

Missouri State Certificate of Authority Numbers:
Engineering: 2000156885, Land Surveying: 2001011476, Landscape Architecture: 2007013873

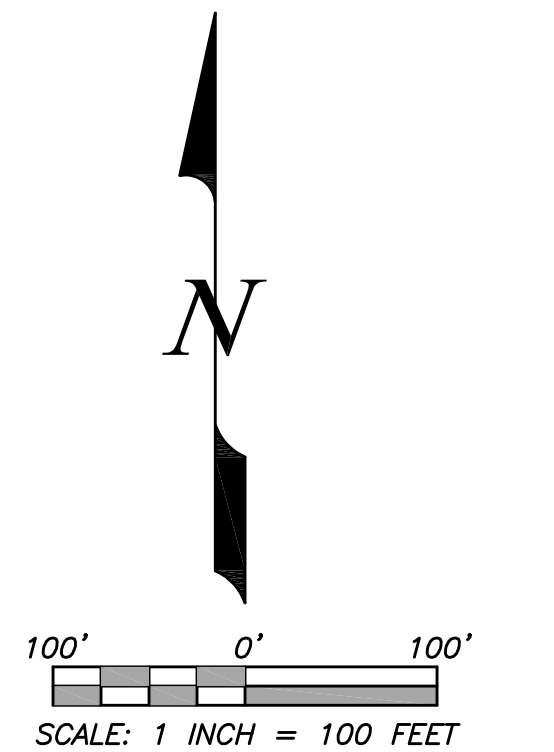
PRELIMINARY PLAT OF KAY POINTE PLACE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N79°37'03"W	136.95'
L2	N51°25'24"E	40.43'
L4	S78°35'18"E	45.00'
L5	S62°53'44"W	14.65'
L6	S19°58'26"W	29.88'
L7	S19°58'26"W	39.93'
L8	N22°53'48"W	14.66'
L9	S85°24'26"E	13.54'
L10	N26°51'14"E	43.94'
L11	N26°51'14"E	83.31'
L12	S78°35'18"E	45.00'
L13	N07°58'45"E	13.95'
L14	N84°58'15"W	7.93'
L15	N41°01'03"W	14.40'
L16	N02°56'09"E	30.68'
L17	S64°39'05"W	152.01'
L18	S89°35'52"W	69.11'
L19	N66°03'47"W	61.18'
L20	S67°06'54"W	76.83'
L21	N02°56'09"E	30.68'
L22	N02°56'09"E	49.50'
L23	N48°58'57"E	13.88'
L24	S84°58'15"E	35.09'

PARCEL AREA TABLE		
PARCEL #	SQ. FT.	ACRES
1	7421	±0.17
2	12665	±0.29
3	13589	±0.31
4	11208	±0.26
5	9581	±0.22
6	6300	±0.14
7	6000	±0.14
8	6688	±0.15
9	6054	±0.14
10	6609	±0.15
11	6239	±0.14
12	7574	±0.17
13	7325	±0.17
14	6279	±0.14
15	7744	±0.18
16	6958	±0.16
17	6294	±0.14
18	6634	±0.15
19	6096	±0.14

PARCEL AREA TABLE		
PARCEL #	SQ. FT.	ACRES
20	6000	±0.14
21	6000	±0.14
22	6000	±0.14
23	6000	±0.14
24	8031	±0.18
25	7738	±0.18
26	7432	±0.17
27	6324	±0.15
28	11211	±0.26
29	15988	±0.37
30	11972	±0.27
31	13617	±0.31
32	8368	±0.19
33	8420	±0.19
34	8856	±0.20
35	8810	±0.20
36	523713	±12.02
37	351146	±8.06



CURVE TABLE					
CURVE NO.	DELTA ANGLE	RADIUS	CHORD	CHORD BEARING	LENGTH
C1	057°40'18"	575.00'	554.65'	S55°41'23"W	578.77'
C2	054°15'25"	300.00'	273.59'	S52°29'51"E	284.09'
C3	039°39'23"	175.00'	118.72'	N45°11'19"W	121.12'
C4	041°10'21"	400.00'	281.29'	S44°25'50"E	287.44'
C5	009°29'38"	383.50'	63.47'	N28°35'28"W	63.54'
C6	045°15'01"	383.50'	295.06'	N55°57'47"W	302.87'
C7	068°10'31"	550.00'	616.51'	N60°56'30"E	654.43'
C8	003°31'39"	424.34'	26.12'	N80°21'07"W	26.13'
C9	003°42'47"	413.50'	26.79'	N76°43'54"W	26.80'
C10	057°48'53"	15.00'	14.50'	N08°56'01"W	15.14'
C11	015°18'49"	60.00'	15.99'	S30°11'03"E	16.04'
C12	069°30'38"	60.00'	68.41'	S12°13'41"W	72.79'
C13	056°50'19"	60.00'	57.11'	S75°24'10"W	59.52'
C14	041°14'04"	60.00'	42.70'	N55°20'09"W	43.65'
C15	050°51'43"	60.00'	51.53'	N09°03'45"W	53.26'
C16	061°21'59"	60.00'	61.23'	N47°03'05"E	64.26'
C17	057°46'09"	15.00'	14.49'	S48°51'00"W	15.12'
C18	011°31'10"	403.50'	80.99'	N59°17'50"W	81.12'
C19	014°49'40"	403.50'	104.13'	N46°07'25"W	104.42'
C20	005°53'04"	525.00'	53.90'	N43°41'50"E	53.92'
C21	005°50'59"	525.00'	53.58'	N37°49'49"E	53.60'
C22	006°24'18"	525.00'	58.66'	N31°42'10"E	58.69'

CURVE TABLE					
CURVE NO.	DELTA ANGLE	RADIUS	CHORD	CHORD BEARING	LENGTH
C23	001°38'47"	525.00'	15.09'	N27°40'38"E	15.09'
C24	008°22'25"	270.00'	39.42'	N31°03'08"E	39.46'
C26	012°57'42"	353.50'	79.80'	N68°59'46"W	79.97'
C27	011°57'41"	353.50'	73.66'	N56°32'04"W	73.80'
C28	011°57'41"	353.50'	73.66'	N44°34'23"W	73.80'
C29	011°36'50"	525.00'	106.24'	N60°05'34"E	106.42'
C30	009°01'36"	525.00'	82.63'	N70°24'48"E	82.71'
C31	007°41'30"	525.00'	70.43'	N78°46'21"E	70.48'
C32	007°41'30"	525.00'	70.43'	N86°27'51"E	70.48'
C33	004°43'09"	525.00'	43.23'	S87°19'50"E	43.24'
C34	010°30'13"	575.00'	105.26'	N89°46'39"E	105.41'
C35	057°46'09"	15.00'	14.49'	N31°49'13"E	15.12'
C36	023°06'17"	60.00'	24.03'	S49°09'09"W	24.20'
C37	051°12'37"	60.00'	51.86'	S11°59'42"W	53.63'
C38	036°43'38"	60.00'	37.81'	S31°58'25"E	38.46'
C39	036°43'38"	60.00'	37.81'	S68°42'02"E	38.46'
C40	036°43'38"	60.00'	37.81'	N74°34'20"E	38.46'
C41	036°43'38"	60.00'	37.81'	N37°50'42"E	38.46'
C42	034°12'33"	60.00'	35.29'	N02°22'37"E	35.82'
C43	040°06'20"	60.00'	41.15'	N34°46'50"W	42.00'
C44	057°46'09"	15.00'	14.49'	S25°56'56"E	15.12'

Survey Control Point Table				
Point #	Northing	Easting	Elevation	Description
3	498817.51	1392325.64	1229.67	CP 3 60D NW COR CHURCH PROP
4	498629.58	1392280.61	1224.53	CP 4 60D SW COR CHURCH PROP

LEGEND

○	SET 5/8" IRON PIN CAPPED "GREAT RIVER 2001011476"
●	FOUND IRON PIN (AS NOTED)
△	CONTROL POINT
⬢	TEMPORARY BENCHMARK
⊙	SANITARY SEWER MANHOLE
⦿	FIRE HYDRANT
— — — — —	CONTOUR MAJOR
— · — · — · —	CONTOUR MINOR
S — — — — —	SANITARY SEWER LINE
W — — — — —	WATER LINE
[]	SINK HOLE
[/]	FLOODWAY
[X]	FLOOD ZONE AE

FOUND MONUMENT TABLE	
1.	5/8" IRON PIN
2.	5/8" IRON PIN ILLEGIBLE
3.	5/8" IRON PIN LS 2153
4.	5/8" IRON PIN ILLEGIBLE
5.	5/8" IRON PIN
6.	5/8" IRON PIN
7.	5/8" IRON PIN LS 2153
8.	5/8" IRON PIN
9.	5/8" IRON PIN LS 2153
10.	5/8" IRON PIN
11.	5/8" IRON PIN
12.	5/8" IRON PIN
13.	60# NAIL
14.	5/8" IRON PIN HOODHURCH ILLEGIBLE
15.	5/8" IRON PIN ILLEGIBLE
16.	5/8" IRON PIN LS 2153
17.	5/8" IRON PIN
18.	5/8" IRON PIN LS 2153
19.	5/8" IRON PIN LC 62
20.	5/8" IRON PIN LS 124D
21.	5/8" IRON PIN LC 62

DATE PREPARED: 08/18/2023



BRAD WILLIAM FERGUSON
MO# PLS-2007017959

PRELIMINARY PLAT OF KAY POINTE PLACE
FOR
CARLETON RESOURCES

PART OF SE 1/4 SECTION 20 AND NE1/4 SECTION 29,
TOWNSHIP 29 NORTH, RANGE 22 WEST
GREENE COUNTY, MISSOURI

CHECKED BY: BW

DRAWN BY: DVE

JOB NUMBER: 5095

FILE NAME: 5095_P

GRE
GREAT RIVER
ENGINEERING
ONE STEWART DR, SUITE 151, BRANSON, MO 65616
PHONE: (417) 220-4112 FAX: (417) 886-7591
www.gretriv.com

Missouri State Certificate of Authority Numbers:
Engineering: 2000156885, Land Surveying: 2001011476, Landscape Architecture: 200701361



EXPLANATION TO COUNCIL BILL 2023-275 (LEE)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Information Systems

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$7,488 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2022 State and Local Cybersecurity Grant Program, for cybersecurity backup assessment services; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2023-2024 in the amount of \$7,488 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 \$7,488 of Department of Homeland Security grant funds appropriated by the Missouri Department of Public Safety/Office of Homeland Security for Cybersecurity Backup Assessment Services; and amending the budget of the Information Systems department in the amount of \$7,488.00.

BACKGROUND INFORMATION: On December 6, 2022, the Department of Information Systems applied for a Department of Homeland Security grant. On February 2, 2023, DHS notified the Information Systems department of the award for Cybersecurity Backup Assessment Services. Pursuant to the conditions of the grant attached is the agreement for accepting the grant and, if approved, the Information Systems department will be required to provide matching funds in the amount of \$832.00.

Submitted By: Neil Slagle, Director of Information Systems

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 10/20/2023

Attachments:

1. Information Systems Grant Backup Assessments_ord (1)
2. FY22 SLCGP Springfield, City of NR8 - Subaward - Exh A
3. 026 IS Backup and Recovery Assessment BA_Exh B (1)

One-rdg. X
P. Hrngs.
Pgs. 20
Filed: 10-31-23

Sponsored by: Lee

First Reading:

Second Reading:

COUNCIL BILL 2023-275

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$7,488 from the Missouri Department of Public Safety Office of
3 Homeland Security, funded through the U.S. Department of Homeland
4 Security Fiscal Year 2022 State and Local Cybersecurity Grant
5 Program, for cybersecurity backup assessment services; authorizing
6 the City Manager, or his designee, to enter a subaward agreement with
7 the Missouri Department of Public Safety Office of Homeland Security
8 accepting the award conditions; amending the budget of the
9 Information Systems Department for Fiscal Year 2023-2024 in the
10 amount of \$7,488 to appropriate the grant funds; and declaring that
11 this Ordinance qualifies for approval in one reading.
12
13

14 WHEREAS, the Missouri Department of Public Safety Office of Homeland
15 Security, with funds from the U.S. Department of Homeland Security, offered Fiscal
16 Year 2022 State and Local Cybersecurity grants to state and local governments to
17 manage and reduce systemic cyber risk; and
18

19 WHEREAS, the City, through the Information Systems Department, has been
20 awarded \$7,488 in Fiscal Year 2022 State and Local Cybersecurity grant funds for use
21 between December 1, 2022, and November 30, 2025, with a required cost share match
22 of \$832.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to accept
28 grant funding in the amount of \$7,488 from the Missouri Department of Public Safety
29 Office of Homeland Security for receipt and use by the Information Systems
30 Department, and to do all things necessary to carry out the grant, including the
31 execution of the subaward agreement set forth as “Exhibit A,” a copy of which is
32 attached hereto and incorporated herein by reference.
33

34 Section 2 – The budget of the City’s Information Systems Department for Fiscal
35 Year 2023-2024 is hereby amended in the accounts and in the amounts as shown on
36 Budget Adjustment No. 026, a copy of which is attached hereto and incorporated herein
37 by reference as “Exhibit B.”
38

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

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

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

52 Passed at meeting: _____
53
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: Jim Millington, Assistant City Attorney
64

65
66 Approved for Council action: Jason A. Page City Manager



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME City of Springfield		DATE 02/21/2023	
ADDRESS 840 Boonville Avenue		FEDERAL IDENTIFICATION NUMBER EMW-2022-CY-00031	OHS CONTROL NUMBER NR8
CITY Springfield		UEI NUMBER VMKPNYHAL941	
STATE MO		ZIP CODE 65802	
TOTAL AMOUNT OF THE FEDERAL AWARD \$8,320.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$7,488.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$7,488.00		TOTAL APPROVED COST SHARING OR MATCHING \$832.00	
PROJECT PERIOD FROM 12/01/2022	PROJECT PERIOD TO 11/30/2025	FEDERAL AWARD DATE 12/01/2022	
PROJECT TITLE FY 2022 SLCGP-Non-Rural – City of Springfield		FUNDED BY FY 2022 State and Local Cybersecurity Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.137		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelse Dowell	NAME Neil Slagle, Director of Information Systems	
E-MAIL ADDRESS Chelse.Dowell@dps.mo.gov	ADDRESS (If different from above) 220 East Central	
TELEPHONE (573) 751-3879	CITY, STATE AND ZIP CODE Springfield, MO 65802	
PROGRAM MANAGER Joni McCarter	TELEPHONE 417-864-1568	E-MAIL ADDRESS Neil.slagle@springfieldmo.gov

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Collin Quigley, Deputy City Manager	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

SUBRECIPIENT AUTHORIZED OFFICIAL

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2022 State and Local Cybersecurity Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2022-CY-00031-NR8	DATE 02/21/2023
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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Article XXVIII	Non-Supplanting Requirement
Article XXIX	Notice of Funding Opportunity Requirements
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Article XXXII	Rehabilitation Act of 1973
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Article XXXV	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXVI	SAFECOM
Article XXXVII	Terrorist Financing
Article XXXVIII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XXXIX	Universal Identifier and System of Award Management
Article XL	USA PATRIOT Act of 2001
Article XLI	Use of DHS Seal, Logo, and Flags
Article XLII	Whistleblower Protection Act
Article XLIII	Environmental Planning and Historic Preservation (EHP) Review
Article XLIV	Disposition of Equipment Acquired Under the Federal Award
Article XLV	Office of Homeland Security, Specific
Article XLVI	Special Conditions

GRANT PROGRAM FY 2022 State and Local Cybersecurity Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2022-CY-00031-NR8	DATE 02/21/2023
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State and Local Cybersecurity Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2022-CY-00031-NR8	DATE 02/21/2023
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To utilize standard resource management concepts, such as typing inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

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2. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
3. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
4. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
5. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
6. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
7. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

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8. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to the State and Local Cybersecurity Grant Program (SLCGP).
9. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
12. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
13. All items that meet the OHS definition of equipment that are purchased with State and Local Cybersecurity Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
14. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
15. Purchases from a single feasible source must have prior approval from the OHS.
16. **National Incident-Based Reporting System (NIBRS) formerly Uniform Crime Reporting (UCR):** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months. The subrecipient must remain compliant with section 43.505 RSMo for the duration of the grant period of performance.

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17. **Vehicle Stops Report:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650.3 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the grant period of performance.
18. **Police Use of Force Transparency Act of 2021:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. The subrecipient must remain compliant with section 590.1265 for the duration of the grant period of performance.
19. **Custodial Interrogations:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700.4 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
20. **Intoxication-Related Traffic Offenses:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back program. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
21. **Rap Back Program Participation:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
22. **Fire Department Registration:** Subrecipients that are a fire protection agency, assure its agency is in compliance with the state provisions of Section 320.271 RSMo relating to fire department registration. All fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008, and annually thereafter, a fire department form provided by the state fire marshal.
23. Subrecipient is required to complete the Nationwide Cybersecurity Review (NCSR) each year throughout the grant period of performance. The NCSR enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The NCSR will be open

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October 1 and must be completed by each subrecipient and the Completion Certified submitted to the OHS no later than December 31.

24. When purchasing information technology and/or cybersecurity services and equipment with SLCGP funds, please ensure that you have researched critical vulnerabilities, data security, point of origin, overseas manufacturers and supply chain risks pertaining to the product/brand you wish to acquire. In 2020 DHS published the following Data Security Business Policy: https://www.dhs.gov/sites/default/files/publications/20_1222_data-security-business-advisory.pdf. FEMA also has an Authorized Equipment List: <https://www.fema.gov/grants/tools/authorized-equipment-list>. If you still have questions or need additional information call: 573-526-0153.

25. If the subrecipient's cybersecurity posture does not contain the following benchmarks: (1) cybersecurity and/or data security policies, (2) cybersecurity training awareness program, (3) cybersecurity incident response plan, and (4) receive cybersecurity threat intelligence, the subrecipient must achieve these benchmarks during the grant period of performance. The subrecipient will be required to document work towards these benchmarks as part of the Narrative Project Progress component of each Status Report. The OHS has resources available to assist with these benchmarks. If assistance is needed, please contact the OHS Cybersecurity Team by phone at 573-526-0153 or by email at securityintel@mshp.dps.mo.gov.

26. Subrecipients must subscribe to the Missouri Office of Homeland Security (OHS) Cybersecurity Program and participate in information sharing with federal, state, and local agencies. (i.e., Missouri Office of Homeland Security (OHS), Missouri Information Analysis Center (MIAC), St Louis Fusion Center, Kansas City Regional Fusion Center). Entities can subscribe to the OHS Cybersecurity Program by emailing securityintel@mshp.dps.mo.gov with your name, agency/entity, title, desk phone, work phone, and email address.

27. Subrecipients are required to participate in the following free services by CISA:

1. Web Application Scanning is an "internet scanning-as-a-service." This service assess the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

2. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static, IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit [CISA's Cyber Hygiene Information Page](#).

28. The subrecipient agency must attend and complete the FY 2022 State and Local Cybersecurity Grant Program (SLCGP) Compliance Workshop. No claims will be reimbursed

AUTHORIZED OFFICIAL INITIALS

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by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.

Article XLVI – Special Conditions

1. Funding for this program is on hold by DHS/FEMA. The subrecipient agency will be contacted by the OHS when this funding hold has been released and project activities can begin.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	416010	000000	00000	\$ 7,488	Federal Grant Revenue
Net Revenue Adjustment						\$ 7,488	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	501230	000000	00000	\$ 7,488	Software
Net Expenditure Adjustment						\$ 7,488	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating grant revenue from the Missouri Department of Public Safety, State Homeland Security Program for Enhancing Cybersecurity Local Preparedness.

Requested By:

Phil Stork

Department Head

10-31-2023

Date

Approved By:

DL Hill

Director of Finance

10-31-2023

Date

Authorization:

Council Bill No. 2023- 275

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager

Date



EXPLANATION TO COUNCIL BILL 2023-276 (CARROLL)

FILED: 10/18/2023

ORIGINATING DEPARTMENT: Information Systems

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$12,168 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2022 State and Local Cybersecurity Grant Program, for cybersecurity incident response assessment services; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2023-2024 in the amount of \$12,168 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 \$12,168 of Department of Homeland Security grant funds appropriated by the Missouri Department of Public Safety/Office of Homeland Security for Cybersecurity Incident Response Assessment Services; and amending the budget of the Information Systems department in the amount of \$12,168.

BACKGROUND INFORMATION: On December 6, 2022, the Department of Information Systems applied for a Department of Homeland Security grant. On February 2, 2023, DHS notified the Information Systems department of the award for Cybersecurity Incident Response Assessment Services. Pursuant to the conditions of the grant attached is the agreement for accepting the grant and, if approved, the Information Systems department will be required to provide matching funds in the amount of \$1,350.

Submitted By: Neil Slagle, Director of Information Systems

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 10/20/2023

Attachments:

1. Information Systems Grant Incidence Response_ord
2. FY22 SLCGP Springfield, City of NR2- Subaward Exh A
3. IS Incidence Response DHS Grant BA_Exh B (1)

One-rdg. X
P. Hrngs.
Pgs. 20
Filed: 10-31-23

Sponsored by: Carroll

First Reading:

Second Reading:

COUNCIL BILL 2023-276

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$12,168 from the Missouri Department of Public Safety Office of
3 Homeland Security, funded through the U.S. Department of Homeland
4 Security Fiscal Year 2022 State and Local Cybersecurity Grant
5 Program, for cybersecurity incident response assessment services;
6 authorizing the City Manager, or his designee, to enter a subaward
7 agreement with the Missouri Department of Public Safety Office of
8 Homeland Security accepting the award conditions; amending the
9 budget of the Information Systems Department for Fiscal Year 2023-
10 2024 in the amount of \$12,168 to appropriate the grant funds; and
11 declaring that this Ordinance qualifies for approval in one reading.
12
13

14 WHEREAS, the Missouri Department of Public Safety Office of Homeland
15 Security, with funds from the U.S. Department of Homeland Security, offered Fiscal
16 Year 2022 State and Local Cybersecurity grants to state and local governments to
17 manage and reduce systemic cyber risk; and
18

19 WHEREAS, the City, through the Information Systems Department, has been
20 awarded \$12,168 in Fiscal Year 2022 State and Local Cybersecurity grant funds for use
21 between December 1, 2022, and November 30, 2025, with a required cost share match
22 of \$1,350.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to accept
28 grant funding in the amount of \$12,168 from the Missouri Department of Public Safety
29 Office of Homeland Security for receipt and use by the Information Systems
30 Department, and to do all things necessary to carry out the grant, including the
31 execution of the subaward agreement set forth as “Exhibit A,” a copy of which is
32 attached hereto and incorporated herein by reference.
33

34 Section 2 – The budget of the City’s Information Systems Department for Fiscal
35 Year 2023-2024 is hereby amended in the accounts and in the amounts as shown on
36 Budget Adjustment No. 024, a copy of which is attached hereto and incorporated herein
37 by reference as “Exhibit B.”
38

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

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

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

52 Passed at meeting: _____
53

54 _____
55 Mayor
56

57 Attest: _____, City Clerk
58

59 Filed as Ordinance: _____
60

61
62 Approved as to form: John Millington, Assistant City Attorney
63

64
65 Approved for Council action: Juanita Page, City Manager



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME City of Springfield		DATE 02/21/2023	
ADDRESS 840 Boonville Avenue		FEDERAL IDENTIFICATION NUMBER EMW-2022-CY-00031	OHS CONTROL NUMBER NR2
CITY Springfield		UEI NUMBER VMKPNYHAL941	
STATE MO		ZIP CODE 65802	
TOTAL AMOUNT OF THE FEDERAL AWARD \$13,520.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$12,168.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$12,168.00		TOTAL APPROVED COST SHARING OR MATCHING \$1,352.00	
PROJECT PERIOD FROM 12/01/2022	PROJECT PERIOD TO 11/30/2025	FEDERAL AWARD DATE 12/01/2022	
PROJECT TITLE FY 2022 SLCGP-Non-Rural – City of Springfield		FUNDED BY FY 2022 State and Local Cybersecurity Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.137		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelse Dowell	NAME Neil Slagle, Director of Information Systems	
E-MAIL ADDRESS Chelse.Dowell@dps.mo.gov	ADDRESS (If different from above) 220 East Central	
TELEPHONE (573) 751-3879	CITY, STATE AND ZIP CODE Springfield, MO 65802	
PROGRAM MANAGER Joni McCarter	TELEPHONE 417-864-1568	E-MAIL ADDRESS Neil.slagle@springfieldmo.gov

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Collin Quigley, Deputy City Manager	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

SUBRECIPIENT AUTHORIZED OFFICIAL

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2022 State and Local Cybersecurity Grant Program	SUBRECIPIENT City of Springfield
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Article XLVI	Special Conditions

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Article I – Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

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2. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
3. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
4. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
5. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
6. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
7. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

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8. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to the State and Local Cybersecurity Grant Program (SLCGP).
9. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
12. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
13. All items that meet the OHS definition of equipment that are purchased with State and Local Cybersecurity Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
14. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
15. Purchases from a single feasible source must have prior approval from the OHS.
16. **National Incident-Based Reporting System (NIBRS) formerly Uniform Crime Reporting (UCR):** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months. The subrecipient must remain compliant with section 43.505 RSMo for the duration of the grant period of performance.

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17. **Vehicle Stops Report:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650.3 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the grant period of performance.
18. **Police Use of Force Transparency Act of 2021:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. The subrecipient must remain compliant with section 590.1265 for the duration of the grant period of performance.
19. **Custodial Interrogations:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700.4 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
20. **Intoxication-Related Traffic Offenses:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back program. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
21. **Rap Back Program Participation:** Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
22. **Fire Department Registration:** Subrecipients that are a fire protection agency, assure its agency is in compliance with the state provisions of Section 320.271 RSMo relating to fire department registration. All fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008, and annually thereafter, a fire department form provided by the state fire marshal.
23. Subrecipient is required to complete the Nationwide Cybersecurity Review (NCSR) each year throughout the grant period of performance. The NCSR enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The NCSR will be open

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October 1 and must be completed by each subrecipient and the Completion Certified submitted to the OHS no later than December 31.

24. When purchasing information technology and/or cybersecurity services and equipment with SLCGP funds, please ensure that you have researched critical vulnerabilities, data security, point of origin, overseas manufacturers and supply chain risks pertaining to the product/brand you wish to acquire. In 2020 DHS published the following Data Security Business Policy: https://www.dhs.gov/sites/default/files/publications/20_1222_data-security-business-advisory.pdf. FEMA also has an Authorized Equipment List: <https://www.fema.gov/grants/tools/authorized-equipment-list>. If you still have questions or need additional information call: 573-526-0153.

25. If the subrecipient's cybersecurity posture does not contain the following benchmarks: (1) cybersecurity and/or data security policies, (2) cybersecurity training awareness program, (3) cybersecurity incident response plan, and (4) receive cybersecurity threat intelligence, the subrecipient must achieve these benchmarks during the grant period of performance. The subrecipient will be required to document work towards these benchmarks as part of the Narrative Project Progress component of each Status Report. The OHS has resources available to assist with these benchmarks. If assistance is needed, please contact the OHS Cybersecurity Team by phone at 573-526-0153 or by email at securityintel@mshp.dps.mo.gov.

26. Subrecipients must subscribe to the Missouri Office of Homeland Security (OHS) Cybersecurity Program and participate in information sharing with federal, state, and local agencies. (i.e., Missouri Office of Homeland Security (OHS), Missouri Information Analysis Center (MIAC), St Louis Fusion Center, Kansas City Regional Fusion Center). Entities can subscribe to the OHS Cybersecurity Program by emailing securityintel@mshp.dps.mo.gov with your name, agency/entity, title, desk phone, work phone, and email address.

27. Subrecipients are required to participate in the following free services by CISA:

1. Web Application Scanning is an "internet scanning-as-a-service." This service assess the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

2. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static, IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit [CISA's Cyber Hygiene Information Page](#).

28. The subrecipient agency must attend and complete the FY 2022 State and Local Cybersecurity Grant Program (SLCGP) Compliance Workshop. No claims will be reimbursed

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by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.

Article XLVI – Special Conditions

1. Funding for this program is on hold by DHS/FEMA. The subrecipient agency will be contacted by the OHS when this funding hold has been released and project activities can begin.

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CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	416010			\$ 12,168	Department of Homeland Security Grant
Net Revenue Adjustment						\$ 12,168	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	504580			\$ 12,168	Cybersecurity Incident Response Assessment Services Grant
Net Expenditure Adjustment						\$ 12,168	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY24 budget by appropriating grant funds from the Department of Homeland Security through the Missouri Department of Public Safety/Office of Homeland Security for Cybersecurity Incident Response Assessment Services.

Requested By:

Neil Slay 10-31-2023
Department Head Date

Approved By:

D.J. Hill 10-31-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-276
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date